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 IX

Filed on April 10, 2007

EXHIBIT CO 0335

RING TONE LICENSE

Agreement made October 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Geisha Mobile Solutions, Inc., 826 Antonette Ave., Winter Park, FL 32789 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on November 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

(c) Advance: An advance of $2500 recoupable from all Royalties payable hereunder.

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

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

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

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

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

(d) Legal action with respect to a specific accounting statement shall be barred if not commenced in a court of competent jurisdiction within three (3) years after such statement is received by Licensor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and

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

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

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

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

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

10. All notices required to be given to a party hereto must be sent to the address for the party first mentioned herein, or to such new address if changed as described below, in order to be effective. Each party may change its respective address hereunder by notice in writing to the other. All notices sent under this Agreement must be in writing and, except for royalty statements, may be sent only by personal delivery, registered or certified mail (return receipt requested), or by overnight air courier if such courier actually provides proof of receipt. The day of mailing of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. Until such time as Licensee notifies Licensor otherwise, a copy of each notice from Licensor to Licensee must be simultaneously rendered as aforesaid to Jay L. Cooper, Esq. or Mario F. Gonzalez, Esq., Greenberg Traurig LLP, 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404.

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

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

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

Zomba Enterprises Inc.

By: _____

Geisha Mobile Solutions

By: _____ ALEX GREGGS

EXHIBIT CO 0336

RING TONE LICENSE

Agreement made October 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Geisha Mobile Solutions, Inc., 628 Antonette Ave., Winter Park, FL 32789 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on November 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

(c) Advance: An advance of $2500 recoupable from all Royalties payable hereunder.

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

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

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

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

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

(d) Legal action with respect to a specific accounting statement shall be barred if not commenced in a court of competent jurisdiction within three (3) years after such statement is received by Licensor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and

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

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

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

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

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

10. All notices required to be given to a party hereto must be sent to the address for the party first mentioned herein, or to such new address if changed as described below, in order to be effective. Each party may change its respective address hereunder by notice in writing to the other. All notices sent under this Agreement must be in writing and, except for royalty statements, may be sent only by personal delivery, registered or certified mail (return receipt requested), or by overnight air courier if such courier actually provides proof of receipt. The day of mailing of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. Until such time as Licensee notifies Licensor otherwise, a copy of each notice from Licensor to Licensee must be simultaneously rendered as aforesaid to Jay L. Cooper, Esq. or Mario F. Gonzalez, Esq., Greenberg Traurig LLP, 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404.

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

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

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

BMG Music Publishing NA, Inc.

By: _____

Geisha Mobile Solutions

By: _____

EXHIBIT CO 0337

RING TONE LICENSE

Agreement made October 1, 2004 between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Emphasis Digital, Inc., 140 56th Street, Suite 21, Brooklyn, NY 11220 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on September 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Zomba Enterprises, Inc.

By: _____

Emphasis Digital, Inc.

By: _____

Managing Member

EXHIBIT CO 0338

RING TONE LICENSE

Agreement made October 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Mobliss, Inc., ~~500 Second Avenue~~, Seattle, WA 98104 (hereinafter "Licensee").
821 Second Avenue
Suite 1400

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on October 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

(d) Legal action with respect to a specific accounting statement shall be barred if not commenced in a court of competent jurisdiction within three (3) years after such statement is received by Licensor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and

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

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

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

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

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

10. All notices required to be given to a party hereto must be sent to the address for the party first mentioned herein, or to such new address if changed as described below, in order to be effective. Each party may change its respective address hereunder by notice in writing to the other. All notices sent under this Agreement must be in writing and, except for royalty statements, may be sent only by personal delivery, registered or certified mail (return receipt requested), or by overnight air courier if such courier actually provides proof of receipt. The day of mailing of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. Until such time as Licensee notifies Licensor otherwise, a copy of each notice from Licensor to Licensee must be simultaneously rendered as aforesaid to Jay L. Cooper, Esq. or Mario F. Gonzalez, Esq., Greenberg Traurig LLP, 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404.

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

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

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

Zomba Enterprises Inc.

By: _____

Mobliss, Inc.

By: _____

EXHIBIT CO 0339

EXHIBIT CO 0339

INTENTIONALLY OMITTED

EXHIBIT CO 0340

RING TONE LICENSE

Agreement made October 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Emphasis Digital, LLC, 140 58th Street, Suite 2f, Brooklyn, NY 11220 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on September 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BMG Music Publishing NA, Inc.

By: [signature]

Emphasis Digital, LLC

By: [signature]
Managing Member

EXHIBIT CO 0341

RING TONE LICENSE

Agreement made October 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Mobliss, Inc., ~~506 Second Avenue~~, Seattle, WA 98104 (hereinafter "Licensee"). 821 Second Avenue Suite 1400

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on October 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

(d) Legal action with respect to a specific accounting statement shall be barred if not commenced in a court of competent jurisdiction within three (3) years after such statement is received by Licensor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and

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

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

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

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

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

10. All notices required to be given to a party hereto must be sent to the address for the party first mentioned herein, or to such new address if changed as described below, in order to be effective. Each party may change its respective address hereunder by notice in writing to the other. All notices sent under this Agreement must be in writing and, except for royalty statements, may be sent only by personal delivery, registered or certified mail (return receipt requested), or by overnight air courier if such courier actually provides proof of receipt. The day of mailing of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. Until such time as Licensee notifies Licensor otherwise, a copy of each notice from Licensor to Licensee must be simultaneously rendered as aforesaid to Jay L. Cooper, Esq. or Mario F. Gonzalez, Esq., Greenberg Traurig LLP, 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404.

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

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

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

BMG Music Publishing NA, Inc.

By: _____

Mobliss, Inc.

By: _____

EXHIBIT CO 0342

RING TONE LICENSE

Agreement made October 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Zapptrio, Inc., 20300 Stevens Creek Boulevard, Suite 300, Cupertino, CA 95014 (hereinafter "Licensee").

WHEREAS Licensor and Licensee have previously entered into a ring tone license for monophonic and polyphonic ring tones dated September 1, 2002 as amended (the "Prior Agreement"); and

WHEREAS Licensor and Licensee wish to terminate the Prior Agreement and replace same with this agreement.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Licensor and the Licensee hereby agree as follows:

1 (a) Upon execution of this agreement, the Prior Agreement shall be deemed to be terminated effective as of September 30, 2004. Notwithstanding the forgoing, all royalties and other fees payable under the Prior Agreement shall continue to be payable to Licensee pursuant to the terms contained in Article 4 below.

2. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on September 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire,

then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BMG Music Publishing NA, Inc.

By: _____

Zapptrio, Inc.

By: _____

ZAPPTRIO, INC.

DAVID J. KALTSAS
Vice President, Business
Development & Content Acquisition

EXHIBIT CO 0343

June 15, 2005

FILE COPY

MADACY SPECIAL PRODUCTS

Mr. Sean Melia
Director, Legal & Business Affairs
BMG Music Publishing
1540 Broadway
New York, NY 10036-4098
USA

MADACY SPECIAL MARKETS

Re: Karaoke License Agreement

Dear Sean:

MADACY LATINO

On January 1, 2005, Madacy entered into a Karaoke License Agreement with BMG Music Publishing NA, Inc. & Zomba Enterprises, Inc. commencing on September 1, 2004, and expiring on December 31, 2006. Please be advised that on April 20, 2005, Madacy Entertainment Group, Ltd. transferred all of its assets to Madacy Entertainment LP in the course of effecting an initial public offering. As a consequence, Madacy Entertainment LP has assumed all of the rights and obligations under the License, including the obligation to pay royalties thereunder (refer to Clause 6 of Agreement).

MADACY KIDS

We would appreciate you adjusting your records accordingly to reflect "Madacy Entertainment LP" as the licensee under the license and return an acknowledgement of this letter to us for our records using my direct fax line at (514) 733-7399.

Thanking you in advance for your kind attention to this matter, we remain,

MADACY LABEL GROUP

Yours truly,

MADACY ENTERTAINMENT LP

MADACY CHRISTIAN

Hillel Frankel
President

We hereby acknowledge the foregoing.

BMG Music Publishing NA, Inc. & Zomba Enterprises, Inc.

MADACY HOME VIDEO

Peter Bradley

~~Sean Melia~~ Peter Bradley
V.P. ~~Director,~~ Legal & Business Affairs

Madacy Entertainment LP
2333 Graham Blvd, Suite 102
Montreal (QC) Canada H3R 3L5
514 341 5600
514 341 6565
www.madacy.com

EXHIBIT CO 0344

RING TONE LICENSE

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Wildseed, Ltd., 10210 NE Points Drive, Suite 300, Kirkland, WA 98033 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to forty five (45) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into polyphonic or monophonic mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To embed the Ring Tones into in a "Smart Skin" featuring the name and likeness of the recording artist professionally known as Nelly (the "Product") created by Licensee for sale to consumers (the "Customers") for the express purpose of providing Customers with a selection of Nelly content for their mobile phones including the option of using the Ring Tone(s) as the ringing alert on same;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's web site(s) (i.e. a web site in which Customer can preview the Ring Tones before purchasing the Product).

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

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

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

(a) With respect to each Product manufactured by or on behalf of Licensee, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by twelve cents ($.12) ("the Royalty").

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $1,500 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with the Product, or any similar "Smart Skin" product containing ring tones, to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

3. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting specifying the number of units of the Product manufactured and be accompanied by

payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, , 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Manager of New Media.

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

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

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

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

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

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

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

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

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

(c) A termination of the Agreement under this paragraph 6 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction. Licensee shall have the right for a period of one (1) year following the expiration or termination of the Term to sell-off all existing copies of the Product manufactured prior to the end of the Term, subject to Licensee' continuing to account to Licensor in accordance with the provisions contained herein. Licensee shall not intentionally manufacture unreasonable numbers of the Product in anticipation of the end of the Term.

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

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

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

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

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

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

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

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

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

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

8. (a) For the avoidance of doubt, no rights are granted other than those expressly referred to herein.

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

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

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with the Product throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance

monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

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

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

BMG Music Publishing NA, Inc.

By: _____

Wildseed, Ltd.

By: _____

SCHEDULE "A"

Title	Controlled Writer(s)	Licensor Share	Song Code #
"Pimp Juice"	Cornell Haynes	50%	0328706

EXHIBIT CO 0345

Mobile Phone Karaoke License

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "Licensor") and First International Digital, Inc., 135 West Central Road, Schaumburg, IL 60195 (hereinafter "Licensee").

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

(a) Licensor grants to Licensee the non-exclusive license for the territory of the World ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

(ii) The right to reprint the lyrics of the Compositions (the "Lyrics") on the Sites (defined below);

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

(iv) The right to create a database containing the Works which is accessible by Licensee's customers or subscribers and/or third party companies serviced by Licensee ("Third Party Companies") who in turn service customers or subscribers (the "Customers");

(v) The right to download from the Sites to Customers' personal mobile telephones ("Phones"), for a fee or otherwise, the Work(s) (a "Download");

(vi) The right to store Works on Licensee's central server in order for each applicable Customer to access Works previously Downloaded;

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

(viii) The right to promote and advertise segments of the Works (not to exceed thirty (30) seconds each) solely via streaming such segments from Licensee's servers to Customer's Phones and/or allowing Customers to listen to streamed segments from Licensee's and/or Third Party Companies' websites (the "Sites") for the sole purpose of allowing Customers the opportunity to preview a Work before purchasing same.

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

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

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

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

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

(a) For each Composition converted to a Work, a one-time non-recoupable fixing fee equal to Licensor 's percentage of control of the each applicable Composition (the "Licensor Share") multiplied by $25 (the "Fixing Fee");

(b) With respect to each individual Download, a sum equal to the Licensor Share of each applicable Composition multiplied by fifteen percent (15%) of the actual price charged to Customers for each Work Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.25 per Download irrespective of the price (if any) actually charged.

(c) An advance of $1,000 which shall be recoupable from the Royalties payable hereunder.

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

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

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

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

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

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

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

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensee's receipt of Licensor's notice of it.

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

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent, not to be unreasonably withheld.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BMG Music Publishing NA, Inc.

By: _____

Agreed and Accepted:

First International Digital, Inc.

By: _____

SCHEDULE "A"

COMPOSITIONS

Please see attached sheet

EXHIBIT CO 0346

Mobile Phone Karaoke License

Agreement made September 1, 2004 between Zomba Productions, Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "Licensor") and First International Digital, Inc., 135 West Central Road, Schaumburg, IL 60195 (hereinafter "Licensee").

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

(a) Licensor grants to Licensee the non-exclusive license for the territory of the World ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

(ii) The right to reprint the lyrics of the Compositions (the "Lyrics") on the Sites (defined below);

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

(iv) The right to create a database containing the Works which is accessible by Licensee's customers or subscribers and/or third party companies serviced by Licensee ("Third Party Companies") who in turn service customers or subscribers (the "Customers");

(v) The right to download from the Sites to Customers' personal mobile telephones ("Phones"), for a fee or otherwise, the Work(s) (a "Download");

(vi) The right to store Works on Licensee's central server in order for each applicable Customer to access Works previously Downloaded;

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

(viii) The right to promote and advertise segments of the Works (not to exceed thirty (30) seconds each) solely via streaming such segments from Licensee's servers to Customer's Phones and/or allowing Customers to listen to streamed segments from Licensee's and/or Third Party Companies' websites (the "Sites") for the sole purpose of allowing Customers the opportunity to preview a Work before purchasing same.

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

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

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

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

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

(a) For each Composition converted to a Work, a one-time non-recoupable fixing fee equal to Licensor 's percentage of control of the each applicable Composition (the "Licensor Share") multiplied by $25 (the "Fixing Fee");

(b) With respect to each individual Download, a sum equal to the Licensor Share of each applicable Composition multiplied by fifteen percent (15%) of the actual price charged to Customers for each Work Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.25 per Download irrespective of the price (if any) actually charged.

(c) An advance of $1,000 which shall be recoupable from the Royalties payable hereunder.

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

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

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

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

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

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

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

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensee's receipt of Licensor's notice of it.

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

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent, not to be unreasonably withheld.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Zomba Enterprises, Inc.

By: _____

Agreed and Accepted:

First International Digital, Inc.

By: _____

SCHEDULE "A"

COMPOSITIONS

Please see attached sheet

EXHIBIT CO 0347

RING TONE LICENSE

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Jivjiv Corporation, 82 Appleton Street, Arlington, MA 02476 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

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

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

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

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

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

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

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

BMG Music Publishing NA, Inc.

By: _____

Jivjiv Corporation

By: _____

EXHIBIT CO 0348

RING TONE LICENSE

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Dwango Wireless, 200 West Mercer Street, Ste. 501, Seattle, Washington 98119 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BMG Music Publishing NA, Inc.

By: _____

Dwango Wireless

By: _____

DIRECTOR OF LICENSING

EXHIBIT CO 0349

RING TONE LICENSE

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Namco America, Inc., 2055 Junction Avenue, San Jose, CA 95131 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to sixty (60) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to sixty (60) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BMG Music Publishing NA, Inc.

By: _____

Namco America, Inc.

By: _____

EXHIBIT CO 0350

RING TONE LICENSE

Agreement made September 1, 2004 between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Takenet, 353 East 78th Street #3D, New York, NY 10021 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to sixty (60) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to sixty (60) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

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

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

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

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

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

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

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

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

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

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Fixing Fee: For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Zomba Enterprises, Inc.

By: _____

Takenet

By: _____

RODRIGO ESTEVES

EXECUTIVE DIRECTOR, USA & CANADA

EXHIBIT CO 0351

RING TONE LICENSE

Agreement made September 1, 2004 between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Lagardere Active North America, Inc., 1633 Broadway, New York, NY 10019 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

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

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

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

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

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Advance: An advance of $1,000 recoupable from all Royalties payable hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Zomba Enterprises, Inc.

By: _____

Lagardere Active North America, Inc.

By: _____

Schedule A

Songtitle	Writer	%Controlled
Dred Strut	Alex Greggs	100%
Roughneckin'	Alex Greggs	100%
Heads High	Alex Greggs	100%
Dem Invaderz	Alex Greggs	100%
Weeza	Alex Greggs	100%
Klub Klashin'	Alex Greggs	100%

EXHIBIT CO 0352

RING TONE LICENSE

Agreement made September 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Jivjiv Corporation, 82 Appleton Street, Arlington, MA 02476 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

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

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

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

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

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

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

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

Zomba Enterprises Inc.

By: _____

Jivjiv Corporation

By: _____

EXHIBIT CO 0353

RING TONE LICENSE

Agreement made September 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Namco America, Inc., 2055 Junction Avenue, San Jose, CA 95131 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to sixty (60) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to sixty (60) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT CO 0354

RING TONE LICENSE

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Takenet, 353 East 78th Street #3D, New York, NY 10021 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to sixty (60) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to sixty (60) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

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

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

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

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

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

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

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

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

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

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Fixing Fee: For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BMG Music Publishing NA, Inc.

By: _____

Takenet

By: _____

RODRIGO ESTEVES
EXECUTIVE DIRECTOR, USA & CANADA

EXHIBIT CO 0355

RING TONE LICENSE

Agreement made September 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Dwango Wireless, 200 West Mercer Street, Ste. 501, Seattle, Washington 98119 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Zomba Enterprises Inc.

By: _____

Dwango Wireless

By: _____

DIRECTOR OF LICENSING

EXHIBIT CO 0356

EXHIBIT CO 0356

INTENTIONALLY OMITTED

EXHIBIT CO 0357

TOUCHTUNES MUSIC CORPORATION
3 Commerce Place
Nun's Island, Montreal, Quebec
Canada H3E 1H7

Dated as of August 19th, 2004

BMG Music Publishing NA, Inc., successor-in-interest to
BMG Songs, Inc. and Careers-BMG Music Publishing, Inc.
1540 Broadway
New York, NY 10036

Gentlepersons:

Reference is made to the license agreement and any applicable amendments (collectively, the "License Agreement") between Careers-BMG Music Publishing, Inc. and BMG Songs, Inc. ("Publisher") and TouchTunes Music Corporation ("LICENSEE"). The following when fully executed by Publisher and LICENSEE shall amend the Agreement.

1. As used in this Amendment, the following terms shall have the meanings set forth below:

A. "Background Music Service" or "BMS" means an "Interactive Subscription" or "Non- Interactive Subscription" music service provided to commercial establishments, including, but not limited to, retail stores, food and beverage establishments, health clubs and business offices.

B. "Interactive Subscription" BMS means a service whereby Compositions (as defined in the License Agreement) embodied on sound recordings are chosen and performed on a random, non-interactive, or pre-programmed basis until a user selects one or more sound recordings to be performed. There is no charge to the user. Upon completion of the selections chosen, the service will either play additional selections chosen by a user, or will revert to the continuous play of sound recordings on a random or pre-programmed basis.

C. "Non-Interactive Subscription" BMS means a service whereby Compositions embodied on sound recordings are played on a pre-programmed non-interactive basis without charge to the user. The establishment may choose the sound recordings that are available on the service, but not the specific sound recordings selected to be performed at any given time.

2. Publisher hereby grants to LICENSEE the same rights with respect to the Interactive Subscription and Non-Interactive Subscription Background Music Services described above as are conferred on LICENSEE with respect to Coin-Operated Digital Jukeboxes by paragraph 1(a)(i) of the License Agreement, including, without limitation, the rights to reproduce, transmit and publicly perform the Compositions in relation to provision of such services.

3. In consideration of the grant of the rights described in Paragraph 2 of this Amendment, LICENSEE shall pay to Publisher a royalty (which shall be deemed inclusive of both the so-called mechanical and performance royalties) in an amount equal to Publisher's pro-rata share of an aggregate of ten (10%) percent of the monthly subscription music service fees received by LICENSEE for such service(s) during the relevant accounting period. Such pro-rata share shall be based upon a fraction of such fees where the numerator is the number of performances of the Compositions played via such grant of rights during the accounting period and the denominator is the total number of performances of such compositions (including the Compositions) played via all of the grants of all such rights to LICENSEE in such period. For the avoidance of doubt, it is understood and agreed that LICENSEE shall not pay a separate fee or royalty to add a Composition to its central database or any hard drive used by the music service.

4. Notwithstanding anything to the contrary in the License Agreement regarding royalties for Coin Operated Digital Jukebox Rights, the following shall apply:

(A) In consideration of the grant of Coin-Operated Digital Jukebox Rights as described in the License Agreement, LICENSEE shall pay Publisher a royalty that shall be an amount equal to the full statutory rate in effect for copies made to the central server and an amount equal to ½ cent ($0.005) per performance of each Composition thereafter. With respect to compositions in the repertories of ASCAP and BMI, said "½ penny rate" shall represent compensation to Publisher for the so-called mechanical or reproduction right and Publisher shall look to ASCAP and BMI for its public performance income.

(B) In consideration of performances of Compositions in the SESAC repertory, LICENSEE shall pay Publisher a royalty (which shall be deemed inclusive of both the so-called mechanical and public performance royalties) of One Cent ($.01) for each DJ play of a Composition. For the avoidance of doubt, it is understood that no separate fee or royalty shall be required of LICENSEE to add a Composition to its central database or any DJ hard drive. Publisher acknowledges that LICENSEE is currently in discussions with SESAC for a blanket performing rights jukebox license covering its Coin-Operated Digital Jukeboxes ("Blanket Jukebox License"). Publisher understands and agrees that at such time as LICENSEE and SESAC may reach agreement on such Blanket Jukebox License, the royalties to which Publisher shall be entitled hereunder with respect to uses of SESAC-repertory music on Coin-Operated Digital Jukeboxes shall be that set forth in paragraph 4(A) above and Publisher shall look to SESAC for its performance royalties.

5. Notwithstanding anything to the contrary in the License Agreement regarding aggregate royalties and "no additional royalties," the following shall apply.

Except with respect to performance royalties for Coin-Operated Digital Jukebox performances payable to Publisher and the writers of the Compositions by ASCAP and BMI and, if applicable, by SESAC, it is understood and agreed that the payments to be made hereunder shall include both the songwriter's and the publisher's share of all royalties due hereunder, and that Publisher shall be solely responsible for making payments to the respective songwriters with respect to royalties under paragraph 3 and 4(B) of this Amendment.

6. In the event that, during the Term hereof, LICENSEE agrees to pay any third party music publisher a royalty at a higher royalty rate than that described above, for the equivalent rights granted herein, LICENSEE shall give Publisher prompt notice thereof and shall pay Publisher at such higher rate for all uses of Compositions, from and after the effective date of such higher third party rate.

Except as herein modified, all other terms and conditions of the License Agreement, including but not limited to all the remaining provisions of paragraph 1, remain in full force and effect and the License Agreement is hereby ratified and affirmed.

BMG Music Publishing NA, Inc.,
successor-in-interest to BMG Songs, Inc. and
Careers-BMG Music Publishing, Inc.

By: _____

Title: _____

TouchTunes Music Corporation

By: _____
Laurie Hughes
Vice President, Business Affairs

EXHIBIT CO 0358

RING TONE LICENSE

Agreement made July 1, 2004 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Hudson Entertainment, Inc., 411 Borel Avenue, Suite 101, San Mateo, CA 94402 (hereinafter "Licensee").

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

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on July 1, 2004 and expiring on June 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

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

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

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

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

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

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

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

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

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

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

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded, and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee or Licensor shall not issue any press releases or other forms of publicity materials which make reference to other party or this agreement without the prior written consent of both parties.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Hudson Entertainment, Inc.

By: _____

JOHN GREIWER

PRESIDENT

EXHIBIT CO 0359

RING TONE LICENSE

Agreement made July 1, 2004 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Hudson Entertainment, Inc., 411 Borel Avenue, Suite 101, San Mateo, CA 94402 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on July 1, 2004 and expiring on June 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee or Licensor shall not issue any press releases or other forms of publicity materials which make reference to other party or this agreement without the prior written consent of both parties.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Hudson Entertainment, Inc.

By: _____

JOHN BREUNING

PRESIDENT

EXHIBIT CO 0360

RING TONE LICENSE

Agreement made July 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Xringer Inc., 1785 Fox Drive, San Jose, California 95131 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States, its territories and possessions, including Puerto Rico ("the Territory") for a term commencing on July 1, 2004 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones or mobile telecommunications devices (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile devices;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone or Graphic Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto:

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

(e) Licensor and Licensee agree that Licensee shall own all right, title, and interest to any sound recordings or digital files created and/or obtained by Licensee (i.e. WAV, MIDI, ADCPM, MP3, etc) ("Ring Tone").

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, including under prior agreements between Licensor and Licensee, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B and supplied by Licensor prior to such accounting), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Ring Tone Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination

for a particular statement only once per statement, once per year, and only within three (3) years of the submission of any statement. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee written notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Xringer Inc.

By: _____

Name: Shane Ambo
Title: Controller

EXHIBIT CO 0361

SHORT-FORM SYNCHRONIZATION LICENSE
BMG SONGS INC.
1540 BROADWAY 33RD FLOOR
NEW YORK, NY 10036

Dated: August 5, 2004
Effective as of: June 4, 2004

Huckabee Productions
5333 McConnell
Los Angeles, CA 90069

Ladies and Gentlemen:

The following will set forth the terms and conditions upon which we have agreed to license the following composition (the "Composition") in connection with the following production (the "Production"):

1.	COMPOSITION:	"Man, I Feel Like A Woman"
	Writers:	Shania Twain and R.J. Lange
	Ownership and/or Control:	50% (ASCAP)
2.	PRODUCTION:	The motion picture I (Heart) Huckabees
3.	GRANT OF RIGHTS:	

In consideration of the license fee specified below, we hereby grant to you the following non-exclusive rights:

a. The limited right, license, privilege and authority to record the Composition in timed-relation with the Production, but not otherwise, and to make copies of such recordings in the form of negatives and prints necessary for "sequential, linear" exhibitions and broadcasts, solely as hereinafter provided for, in accordance with the terms, conditions and limitations contained in this license agreement. As used in this license agreement, the term "sequential, linear" shall mean: a predetermined order or sequence that allows for passive viewing only; the order, outcome and contents of which, including the music, lyrics and/or placement of the Composition, cannot be selected, altered or manipulated by the viewer other than through the performance of now-existing VCR functions (e.g. stop, play, fast forward, rewind and pause).

b. The right to exhibit and/or broadcast, as applicable, the Production in the Territory, as hereinafter defined, in all sequential, linear forms of media now known or hereafter devised including, but not limited to, by means of (i) theatrical exhibition, (ii) "Free Television" (i.e. via network, syndication and/or independent local telecasts), (iii) "Basic Cable Television" (i.e. via television transmitted into the home via cable, satellite or direct broadcast where no fee is charged to the consumer for particular programming), (iv) "Pay Cable Television" (i.e. so-called 'subscription cable' and similar delivery systems, where a fee is paid by the consumer for a particular channel or tier of programming), (v) "Pay-Per-View Television" (i.e. where a fee is paid by the consumer for a particular program), and (vi) Non-theatrical Exhibition (i.e. in-transit exhibition by means of plane, train, ships at sea, and other places of non-commercial nature); and the right to include the Composition, in context, for trailers and promos solely for the promotion of the Production (excluding co-/cross-promotions i.e. Tie-ins with other products or services, e.g. Pepsi, McDonalds, motion pictures other than the Production, etc.).

c. The right to cause or authorize the fixation of the Composition as part of the entire Production, in substantially its original form, on "Videograms" (i.e. video cassettes, video tapes and other "sequential, linear" audio-visual devices now known or hereafter devised intended primarily for home use) and to sell, lease, rent and distribute such Videograms to the public for home use in conjunction with a playback system or mechanism; and the right to include the portion of the Production containing the Composition, in context, on Videograms for trailers and promos solely for the promotion of the Production (excluding co-/cross-promotions). Notwithstanding the above, you shall not have the right to use the Composition in any device which does not embody the Production substantially as originally released (excluding so-called Editor's and/or Director's cuts, foreign language versions, versions for the hearing or visually impaired, and in-context promos and trailers). For the purposes hereof, the inclusion of "chapter stops" (i.e. addressable locator codes) on the applicable storage device shall not be deemed to constitute non-linear manipulation.

4. USAGE:

- Type:	VV
- Number of uses:	One (1)
- Maximum duration:	Eight Seconds (:08)
- Recording:	Original Recording by Shania Twain
- Scene:	Albert's father turns on his new stereo

5. TERRITORY: The World

6. TERM: Life of Copyright, including any and all extensions and renewals thereof

7. LICENSE FEE: One Thousand Two Hundred Fifty Dollars ($1,250.00),

payable upon execution hereof

8. OPTIONS: None

9. PERFORMING RIGHTS:

The right to exhibit and/or broadcast, as applicable, the Production in the Territory by means described above is and shall be available only under the following circumstances:

a. U.S. Theatrical Performances: It is understood that the performance of the Composition in the exhibition of the Production shall be exhibited only to audiences in theaters and other public places in the United States where motion pictures are customarily exhibited, and where admission fees are charged including, but not limited to, the right to perform the Composition by transmission of the Production to audiences in theaters and such other public places for the duration of the United States copyright in the Composition.

b. Foreign Theatrical Performances: It is understood that the performance of the Composition in connection with the exhibition of the Production to audiences in theaters and other public places in countries of the Territory outside the United States shall be subject to clearance by the performing rights societies in accordance with their customary practice and the payment of their customary fees. Publisher agrees that to the extent it controls the performing rights in the respective countries to grant such performing right.

c. Television and Other Broadcasts: It is understood and agreed that the right to broadcast the Production in the United States by any means now known or hereafter devised is and shall be available only to the extent the Production is broadcast by broadcasters having the valid performance licenses therefore from ASCAP, BMI or SESAC, as applicable. Broadcast of the Production by broadcasters not licensed by ASCAP, BMI or SESAC is subject to clearance of the performing rights either from us or from ASCAP, BMI or SESAC, or from any other licensor acting for us or on our behalf. Clearance by performing rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

d. Non-Theatrical Performances: It is understood and agreed that the performance of the Production in the United States by means of non-theatrical exhibition is and shall be available only to the extent that the Production is exhibited by an exhibitor having valid performance licenses therefore from ASCAP, BMI or SESAC, as applicable if and to the extent regulated by federal law. Notwithstanding the foregoing, exhibition of the Production by an exhibitor not licensed by ASCAP, BMI or SESAC, to the extent regulated by federal law, is subject to clearance of the performing rights either from us or from ASCAP, BMI or SESAC, or from any other licensor acting for us or on our behalf. Clearance by performing rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

10. RESTRICTIONS:

You are not authorized to alter the fundamental character of the music or the lyrics of the Composition, to use the title or subtitle of the Composition as the title of the Production, to use the story of the Composition, or to make any other use of the Composition other than as set forth above. Specifically, the terms of this license agreement are limited to the originally intended use of the Composition as fixed in the Production (i.e. manner, placement, use) for the media licensed herein, it being understood that such restrictions shall not prohibit standard production editing required to implement the broadcast and/or distribution rights granted under this license agreement or your right to completely delete the Composition from the soundtrack of the Production.

11. CUE SHEETS:

You agree to furnish us with a cue sheet of the Production within thirty (30) days after the full execution of this license agreement.

12. WARRANTY AND INDEMNIFICATION:

We hereby warrant only that we have the right to license the Composition for the purposes set forth herein and this license is given and accepted without any other warranty or recourse. If this warranty should be breached, in whole or in part, pursuant to a final adverse judgment in a court of competent jurisdiction, our liability with respect thereto shall be limited to the license fee heretofore paid by you, to us, for this license.

13. CREDIT:

If any other publisher of a licensed composition used in the Production receives a credit in the Production, Publisher shall be accorded a similar credit. Such credit shall be in the same location, and of the same size and prominence as the credit afforded the other publisher(s) having licensed compositions embodied in the Production, substantially in the following form (for our share only):

"Man, I Feel Like a Woman" written by Shania Twain and R.J. Lange
courtesy of Out of Pocket Productions Ltd. (administered by Zomba Music Publishers Ltd. for the world outside US & Canada) (administered by Zomba Enterprises Inc. for the US & Canada)
(ASCAP)

Any inadvertent failure by you to comply with the screen credit obligation in the above paragraph shall not constitute a breach of this license agreement, provided that you shall use best efforts to cure the material failure on all prints of the Production made subsequent to your receipt of written notice from us of such failure, if practicable.

14. MOST FAVORED NATIONS:

Our consent to the foregoing is given with the proviso that no co-publisher or master record owner of the Composition used in the Production shall receive a proportionately more favorable remuneration of any kind including, but not limited to, the Fee. In the event that you pay any co-publisher or master record owner of the Composition a higher pro-rata fee than the fee paid to us

hereunder, you shall pay to us the difference between such higher pro-rata fee and that fee paid to us.

15. LAW AND JURISDICTION:

This license agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this license agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York state and federal courts will have exclusive jurisdiction of any controversies regarding this license agreement; and any action or other proceeding which involves such a controversy will be brought in the courts located within the State and County of New York and not elsewhere. This license agreement shall not be changed or modified, or any covenant, representation, warranty or provision hereof waived, except by an agreement in writing signed by the party to be charged.

16. NOTICE OF BREACH:

No failure by either party to perform any of its obligations hereunder shall be deemed a breach hereof, unless a party has given written notice of such failure to the other party and that party does not cure such nonperformance within thirty (30) days after receipt of such notice.

17. INJUNCTIVE RELIEF:

In the event of a breach of this license agreement by you, our rights and remedies shall be limited to the rights, if any, to recover damages in an action at law and in equity and in no event shall we be entitled to injunctive relief.

18 RESERVATION OF RIGHTS:

We reserve all rights not expressly granted to you in this license agreement. All rights granted hereunder are granted on a non-exclusive basis.

19. ASSIGNMENT:

This license agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto. You may assign this license agreement to a third party, provided that you remain primarily liable for the obligations hereunder. We may assign this license agreement to any third party. Any assignment made in violation of the restrictions contained in this license agreement shall be null and void *ab initio*.

THE REMINDER OF THIS PAGE INTENTIONALLY DELETED

Notwithstanding anything to the contrary contained in this license agreement, you shall acquire no rights hereunder unless we have received the applicable license fee set forth herein within thirty (30) days from the release of the Production.

Very truly yours,

BMG SONGS INC.

By: Anne K Pohl
Anne K. Pohl
Director Film & TV Music Licensing
Federal Tax I.D. #95-3104625

READ AND AGREED:

By: Joan Hansen

Print: JOAN HANSEN
For and on behalf of
~~HUCKABEE PRODUCTIONS~~
HUCKABEES, INC.

JOAN HANSEN
ASSISTANT SECRETARY

EXHIBIT CO 0362

RING TONE LICENSE

Agreement made June 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Yamaha Music Interactive, Inc., 889 5th Avenue, 11th Floor, New York, NY 10022 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2004 and expiring on May 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3 In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records: Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows.

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By. _____

Yamaha Music Interactive, Inc.

By: _____

EXHIBIT CO 0363

RING TONE LICENSE

Agreement made June 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Yamaha Music Interactive, Inc., 689 5th Avenue, 11th Floor, New York, NY 10022 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2004 and expiring on May 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense; except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8 (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for those purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Yamaha Music Interactive, Inc.

By: _____

EXHIBIT CO 0364

RING TONE LICENSE

Agreement made June 1, 2004 between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Improvista Interactive Music, Inc., 779 East Evelyn Avenue, Suite E, Mountain View, CA 94041 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2004 and expiring on May 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

N.O.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

N.O.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises, Inc.

By: _____

Improvista Interactive Music, Inc.

By: _____

Noriyuki Okada, President & COO 9/27/04

EXHIBIT CO 0365

RING TONE LICENSE

Agreement made June 1, 2004 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Diggit Entertainment Group, Inc., 6 West 18th Street, New York, NY 10011 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

(a) Licensor grants to Licensee the non-exclusive license for the territory of the United States including its territories and possessions ("the Territory") for a term commencing on June 1, 2004 and expiring on May 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (45) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (45) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Diggit Entertainment Group, Inc.

By: _____

EXHIBIT CO 0366

RING TONE LICENSE

Agreement made June 1, 2004 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Diggit Entertainment Group, Inc., 6 West 18th Street, New York, NY 10011 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States including its territories and possessions ("the Territory") for a term commencing on June 1, 2004 and expiring on May 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to forty five (45) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to forty five (45) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By:

Careers-BMG Music Publishing, Inc.

By:

Diggit Entertainment Group, Inc.

By:

EXHIBIT CO 0367

RING TONE LICENSE

Agreement made May 1, 2004 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Acotel USA, 1050 Winter Street Ste., 3100, Waltham, MA 02451 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on May 1, 2004 and expiring on April 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to.

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Acotel USA

By: _____

GENERAL MANAGER
ACOTEL USA, INC

EXHIBIT CO 0368

RING TONE LICENSE

Agreement made May 1, 2004 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Acotel USA, 1050 Winter Street, Ste., 3100, Waltham, MA 02451 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on May 1, 2004 and expiring on April 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings of Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: Scott Francis

Careers-BMG Music Publishing, Inc.

By: Scott Francis

Acotel USA

By: Carmine Tarantino

CARMINE TARANTINO
GENERAL MANAGER

EXHIBIT CO 0369

DIGITAL JUKEBOX MUSICAL COMPOSITION LICENSE

AGREEMENT, entered into this 1st day of May, 2004 by and between AMI Entertainment, Inc., 1500 Union Avenue SE, Grand Rapids, Michigan 49507, attn: Chief Financial Officer ("Licensee") and Zomba Enterprises Inc., Zomba Songs Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 ("Publisher").

WHEREAS, Publisher owns and/or controls and may hereafter own and/or control certain musical compositions (hereinafter sometimes referred to collectively as "Publisher's Catalog" as the same shall exist from time to time), including but not limited to the right to license others to make copies of and distribute Publisher's Catalog in the form of sound recordings and to transmit Publisher's Catalog in the form of sound recordings by digital transmission; and

WHEREAS, Licensee has developed one or more Digital Jukeboxes (individually and collectively, the"DJ") and is engaged in the business of furnishing the DJ (by sale or otherwise) to commercial and retail establishments (the "Establishments") in order facilitate the public performance of music in such Establishments; and

WHEREAS, instead of exclusively utilizing CDs or disk recordings, the DJ utilizes digital sound recordings that reside on a database in the DJ's hard drive (the "Digital Recordings") which may be transmitted digitally from a central database or server ("Central Database") via a dedicated broadband connection to the individual DJs or embedded directly into the DJs; and

WHEREAS, Licensee desires to obtain a license to make digital deliveries of Digital Recordings embodying musical compositions now or hereafter included in Publisher's Catalog which have previously been licensed for mechanical reproduction in the "Territory" (as that term is defined below) by Publisher or which may be so licensed during the "Term" (as defined below) (the "Compositions") by copying the Digital Recordings of the Compositions into its Central Database and/or digitally copying and transmitting the copies to the remote DJs for the purpose of publicly performing the Compositions from the DJs; and

WHEREAS, Publisher is willing to grant to Licensee the non-exclusive right to make such copies and digital deliveries for use in the DJs pursuant to the terms set out below;

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Rights: Subject to the terms stated herein and payment of the applicable royalties due, Publisher hereby grants to Licensee the non-exclusive right during the Term to:

(a) Make copies of the Compositions into Licensee's Central Database;

(b) Encrypt such copies and otherwise modify same to enable their use in the DJ;

(c) Transmit, embed or otherwise deliver Digital Recordings of the Compositions from the Central Database to remote DJs housed by Establishments for storage on the hard drive of such DJs within the United States;

(d) Allow patrons of the Establishments to publicly perform the Compositions via the DJs by individually selecting and playing any given Composition (a "Play").

2. Territory:

The territory shall be the United States, its possessions and territories (including without limitation Guam, Puerto Rico, the U.S. Virgin Islands and U.S. Military Bases regardless of where same are located).

3. Term:

The term of this agreement shall be May 1, 2004 to December 31, 2005 and thereafter shall continue indefinitely on a month-to-month basis provided that either party shall have the right to terminate this Agreement by giving the other party not less than thirty (30) days written notice of such termination.

4. Licensing Fee/Royalties/Advance:

In consideration of the granting of such rights Licensee shall pay to Publisher:

(a) (i) With respect to all Plays of Compositions on a DJ a sum equal to Publisher's share of each applicable Composition (the "Publisher Share") multiplied by $0.005 (the "Per Play Royalty").

(b) A one-time "server copy" royalty equal to the Publisher Share of each Cor[illegible] multiplied by the current minimum statutory rate (without regard to playing time) of [illegible] records. Such royalty shall be due during the period in which each Composition is inil[illegible] to Licensee's Central Server.

INITIAL

$3.000

(c) An advance of ~~$5,000~~ which shall be recoupable from all royalties payable hereunder.

(d) The Licensee shall be responsible for obtaining and maintaining license agreements with ASCAP, BMI, and or SESAC ("PROs") for public performances of Compositions by the DJs and the Licensee shall pay all applicable performance royalties for each use of the Composition to the PROs. In the event that Licensee is unable to secure such license agreements with the PROs, Licensee shall pay to Publisher a performance royalty for each Play of a Composition equal to the Publisher Share of each Composition multiplied by $.005 (the "Performance Royalty") pending the completion of the applicable performing rights licenses. Licensee shall notify Publisher upon completion of its agreement with each PRO.

5. Promotional Performance:

Licensee and its customers shall have the right to program the DJs to play Compositions on a promotional or free basis when the DJ is in so-called "attract mode" during periods of time when no patrons have purchased a Play (a "Promotional Play"). No royalty or fee shall be payable hereunder for such promotional performances other than the Performance Royalty (if applicable) up to a maximum of 15% of the total number of Plays (including the Promotional Plays) which occur during the accounting period concerned. If Promotional Plays during an given accounting period exceed 15% of the total number of Plays for such period then both the Per Play Royalty and Performance Royalty (if applicable) shall be due for each Play exceeding such 15% threshold. No royalties or other fees shall be payable in connection with the demonstration of the DJs in so-called "business to business" settlings, including without limitation at trade shows or in Licensee's or Establishment's offices, distribution centers, warehouses or showrooms.

6. Favored Nations:

In the event that Licensee agrees at any time during the Term to pay any third-party music publisher a royalty at a higher rate than the Per Play Royalty or Performance Royalty (if applicable) Licensee shall give Publisher prompt notice thereof and shall pay Publisher at such higher rate for all uses of Compositions from and after the effective date of such higher third-party rate.

7. Accounting:

(a) Payment: Licensee shall pay royalties and account to Publisher quarterly within forty-five (45) days after the end of each calendar quarter on the basis of Plays and Promotional Plays described in paragraphs 4 and 5 hereof. Concurrently with such payment Licensee shall render a royalty statement in a delimited electronic format (e.g., Microsoft Excel) setting forth in detail as to each Composition played, transmitted, or delivered during such quarter and the computation of all royalties due. Such statement shall provide Publisher with the title of the Composition, the names of the songwriters, the song ID number (if supplied by Publisher) and the number of times each Composition was Played or Promotionally Played on DJs during the quarter.

(b) Audit: Licensee agrees to keep and maintain true and accurate records of accounting connected with the performance of this agreement and shall retain such books and records for a period of no less than three years after the date in which the applicable statement was rendered hereunder. No more than one time per year Publisher shall have the right upon reasonable notice and during normal office hours to examine the books and records of Licensee at Licensee's regular place of business as they pertain to the calculation of royalties hereunder. Publisher acknowledges and agrees that it shall not have the right to directly audit the books and records of the Establishments. Publisher may make an examination of any particular statement once. If as a result of the audit it is revealed that Licensee under reported royalties by ten (10%) percent or more Licensee shall pay such amount to Publisher and shall reimburse Publisher the reasonable costs of the audit save and except any travel and lodging expenses.

Zomba Music Publishing
1540 Broadway
New York, NY 10036
Attn: Vice President, Legal & Business Affairs

(c) Notices to Licensee shall be forwarded to :

Selverne, Mandelbaum & Mintz, LLP
1775 Broadway, Suite 2300
New York, NY 10019
attn: Whitney Broussard, Esq.

with a copy to:

D'Onofrio & Associates
5335 Wisconsin Ave. NW, Suite 440
Washington, DC 20015
Attn: Steve D'Onofrio, Esq.

10. Indemnities; Cure of Breaches; Waiver:

(a) Each of Publisher and Licensee shall indemnify and hold harmless the other, its parents, subsidiaries, affiliates and their respective officers, agents and employees from and against any and all claims, liabilities, causes of action, judgments, costs, losses and expenses (including court costs and reasonable attorneys' fees) arising out of any claim, demand or action of any third party which is inconsistent with the parties' respective representations, warranties or obligations hereunder. In addition, the parties' respective indemnification obligations hereunder shall extend to the "deductible" under any applicable insurance policy without regard to judgment or settlement. Publisher's indemnification obligations shall be limited to the aggregate amount received by Publisher hereunder.

(b) Each party shall give the other party prompt notice of any third-party claim which such party may receive in respect of any use of Composition hereunder.

(c) Each party is entitled to be timely notified of any action against the other brought with respect to the use of any Composition hereunder, and to participate in the defense thereof.

11. Miscellaneous:

(a) All notices required or permitted hereunder shall be sent by certified (return receipt requested) or registered mail, Federal Express or Airborne Express to the parties at their respective addresses set forth above (or to such other addresses as either party may specify from time to time by notice in like manner).

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

(c) For the avoidance of doubt, no rights are granted in any master recordings of the Composition(s), and no rights are granted other than those expressly referred to herein including, without limitation, the reproduction of the Compositions upon devices embodying sound synchronized with visual images.

(d) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Publisher or this agreement without the prior written consent of Publisher.

(e) Publisher will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(f) This License Agreement contains the entire agreement between the parties with respect to the subject matter, superseding any and all prior written and/or oral agreements, and may not be modified or amended except by a further written agreement signed by officers of both parties.

(g) All rights not expressly granted to Licensee hereunder are reserved to Publisher.

(h) This License Agreement is personal to Licensee and may not be sold, assigned, transferred (including via merger or acquisition) or encumbered in any way, in whole or in part, except with the prior written consent of Publisher (not to be unreasonably withheld).

(i) In addition to DJs which solely utilize Digital Recordings Licensee has also developed a "hybrid" DJ which utilizes both compact discs or other disc recordings (the "Discs") and Digital Recordings. Publisher acknowledges and agrees that (i) this Agreement does not convey any rights with respect to the inclusion of Discs in hybrid DJs; (ii) no royalties or other fees shall payable hereunder in connection with the public performance of Compositions via the Discs; and (iii) termination or expiration of this Agreement shall not affect the rights of Licensee or any Establishment to publicly perform the Discs, it being understood and agreed that such Discs will be governed by existing legal and industry standards for "traditional" jukeboxes regarding the payment of mechanical and performance royalties in connection therewith.

12. Experimental License:

This Agreement is being entered into no an experimental basis, and shall not be construed as setting a precedent with respect to any future agreements between Publisher and Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Agreed and Accepted:

AMI Entertainment, Inc.

By: _____

Zomba Songs Inc., Zomba Melodies Inc. &
Zomba Enterprises Inc.

By: _____

EXHIBIT CO 0370

DIGITAL JUKEBOX MUSICAL COMPOSITION LICENSE

AGREEMENT, entered into this 1st day of May, 2004 by and between AMI Entertainment, Inc., 1500 Union Avenue SE, Grand Rapids, Michigan 49507, attn: Chief Financial Officer ("Licensee") and BMG Songs, Inc., Careers-BMG Music Publishing, Inc. & Multisongs, Inc., 1540 Broadway, New York, NY 10036 ("Publisher").

WHEREAS, Publisher owns and/or controls and may hereafter own and/or control certain musical compositions (hereinafter sometimes referred to collectively as "Publisher's Catalog" as the same shall exist from time to time), including but not limited to the right to license others to make copies of and distribute Publisher's Catalog in the form of sound recordings and to transmit Publisher's Catalog in the form of sound recordings by digital transmission; and

WHEREAS, Licensee has developed one or more Digital Jukeboxes (individually and collectively, the"DJ") and is engaged in the business of furnishing the DJ (by sale or otherwise) to commercial and retail establishments (the "Establishments") in order facilitate the public performance of music in such Establishments; and

WHEREAS, instead of exclusively utilizing CDs or disk recordings, the DJ utilizes digital sound recordings that reside on a database in the DJ's hard drive (the "Digital Recordings") which may be transmitted digitally from a central database or server ("Central Database") via a dedicated broadband connection to the individual DJs or embedded directly into the DJs; and

WHEREAS, Licensee desires to obtain a license to make digital deliveries of Digital Recordings embodying musical compositions now or hereafter included in Publisher's Catalog which have previously been licensed for mechanical reproduction in the "Territory" (as that term is defined below) by Publisher or which may be so licensed during the "Term" (as defined below) (the "Compositions") by copying the Digital Recordings of the Compositions into its Central Database and/or digitally copying and transmitting the copies to the remote DJs for the purpose of publicly performing the Compositions from the DJs; and

WHEREAS, Publisher is willing to grant to Licensee the non-exclusive right to make such copies and digital deliveries for use in the DJs pursuant to the terms set out below;

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Rights: Subject to the terms stated herein and payment of the applicable royalties due, Publisher hereby grants to Licensee the non-exclusive right during the Term to:

(a) Make copies of the Compositions into Licensee's Central Database;

(b) Encrypt such copies and otherwise modify same to enable their use in the DJ;

(c) Transmit, embed or otherwise deliver Digital Recordings of the Compositions from the Central Database to remote DJs housed by Establishments for storage on the hard drive of such DJs within the United States;

(d) Allow patrons of the Establishments to publicly perform the Compositions via the DJs by individually selecting and playing any given Composition (a "Play").

2. Territory:

The territory shall be the United States, its possessions and territories (including without limitation Guam, Puerto Rico, the U.S. Virgin Islands and U.S. Military Bases regardless of where same are located).

3. Term:

The term of this agreement shall be May 1, 2004 to December 31, 2005 and thereafter shall continue indefinitely on a month-to-month basis provided that either party shall have the right to terminate this Agreement by giving the other party not less than thirty (30) days written notice of such termination.

4. Licensing Fee/Royalties/Advance:

In consideration of the granting of such rights Licensee shall pay to Publisher:

(a) (i) With respect to all Plays of Compositions on a DJ a sum equal to Publisher's share of each applicable Composition (the "Publisher Share") multiplied by $0.005 (the "Per Play Royalty").

(ii) A one-time "server copy" royalty equal to the Publisher Share of each Composition multiplied by the current minimum statutory rate (without regard to playing time) of phonorecords. Such royalty shall be due during the period in which each Composition is initially [illegible] to Licensee's Central Server.

(b) An advance of $5,000 which shall be recoupable from all royalties payable hereunder.

(d) The Licensee shall be responsible for obtaining and maintaining license agreements with ASCAP, BMI, and or SESAC ("PROs") for public performances of Compositions by the DJs and the Licensee shall pay all applicable performance royalties for each use of the Composition to the PROs. In the event that Licensee is unable to secure such license agreements with the PROs, Licensee shall pay to Publisher a performance royalty for each Play of a Composition equal to the Publisher Share of each Composition multiplied by $.005 (the "Performance Royalty") pending the completion of the applicable performing rights licenses. Licensee shall notify Publisher upon completion of its agreement with each PRO.

5. Promotional Performance:

Licensee and its customers shall have the right to program the DJs to play Compositions on a promotional or free basis when the DJ is in so-called "attract mode" during periods of time when no patrons have purchased a Play (a "Promotional Play"). No royalty or fee shall be payable hereunder for such promotional performances other than the Performance Royalty (if applicable) up to a maximum of 15% of the total number of Plays (including the Promotional Plays) which occur during the accounting period concerned. If Promotional Plays during an given accounting period exceed 15% of the total number of Plays for such period then both the Per Play Royalty and Performance Royalty (if applicable) shall be due for each Play exceeding such 15% threshold. No royalties or other fees shall be payable in connection with the demonstration of the DJs in so-called "business to business" settlings, including without limitation at trade shows or in Licensee's or Establishment's offices, distribution centers, warehouses or showrooms.

6. Favored Nations:

In the event that Licensee agrees at any time during the Term to pay any third-party music publisher a royalty at a higher rate than the Per Play Royalty or Performance Royalty (if applicable) Licensee shall give Publisher prompt notice thereof and shall pay Publisher at such higher rate for all uses of Compositions from and after the effective date of such higher third-party rate.

7. Accounting:

(a) Payment: Licensee shall pay royalties and account to Publisher quarterly within forty-five (45) days after the end of each calendar quarter on the basis of Plays and Promotional Plays described in paragraphs 4 and 5 hereof. Concurrently with such payment Licensee shall render a royalty statement in a delimited electronic format (e.g., Microsoft Excel) setting forth in detail as to each Composition played, transmitted, or delivered during such quarter and the computation of all royalties due. Such statement shall provide Publisher with the title of the Composition, the names of the songwriters, the song ID number (if supplied by Publisher) and the number of times each Composition was Played or Promotionally Played on DJs during the quarter.

(b) Audit: Licensee agrees to keep and maintain true and accurate records of accounting connected with the performance of this agreement and shall retain such books and records for a period of no less than three years after the date in which the applicable statement was rendered hereunder. No more than one time per year Publisher shall have the right upon reasonable notice and during normal office hours to examine the books and records of Licensee at Licensee's regular place of business as they pertain to the calculation of royalties hereunder. Publisher acknowledges and agrees that it shall not have the right to directly audit the books and records of the Establishments. Publisher may make an examination of any particular statement once. If as a result of the audit it is revealed that Licensee under reported royalties by ten (10%) percent or more Licensee shall pay such amount to Publisher and shall reimburse Publisher the reasonable costs of the audit save and except any travel and lodging expenses.

(c) Breach/Cure: In the event that Licensee fails to account to Publisher and pay royalties as herein provided, Licensee shall be deemed to be in material breach of this license and Publisher may give written notice to Licensee that, unless such default is remedied within thirty [30] business days from the date of Licensee's receipt of said notice, this license shall be deemed automatically terminated. Such termination shall render the further use of the Compositions for which royalties have not been paid pursuant to the license granted by this Agreement actionable as acts of infringement under and fully subject to the remedies provided by the Copyright Act. A waiver of any such breach shall not constitute a waiver of any succeeding breach whether similar or dissimilar.

(d) Reservation of rights: All rights not expressly granted to Licensee hereunder are reserved to Publisher. No Composition shall be synchronized with any advertisement of any kind. The granting of consent in any specific instance shall not constitute consent to any subsequent use. Publisher's failure to take action in a specific instance shall not be deemed a waiver of any future violation of this paragraph.

8. Representations and Warranties:

(a) Each party warrants and represents that it has full right, power and authority to enter into and to perform this Agreement in accordance with its terms.

(b) Publisher represents and warrants that it has all necessary rights to grant Licensee the rights set forth in this license. Publisher's liability hereunder shall be limited to the aggregate amounts received by Publisher hereunder.

(c) Licensee warrants and represents that:

(i) It shall use reasonable efforts to ensure that all on-site DJs shall be self-contained, secure units, which do not permit the further downloading and/or retransmission of the recordings which are delivered or downloaded to them.

(ii) It shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their DJ service including, without limitation, any master recordings.

(iii) It shall maintain no more than one (1) Central Database (not including back-up copies thereof).

9. Reports & Notices:

(a) Accountings and royalty payments to Publisher shall be sent to:

BMG Music Publishing
8750 Wilshire Blvd.
Los Angeles, CA 90221
Attn: Director of Royalties

(b) Notices to Publisher shall be forwarded to:

BMG Music Publishing
1540 Broadway
New York, NY 10036
Attn: Vice President, Legal & Business Affairs

(c) Notices to Licensee shall be forwarded to :

Selverne, Mandelbaum & Mintz, LLP
1775 Broadway, Suite 2300
New York, NY 10019
attn: Whitney Broussard, Esq.

with a copy to:

D'Onofrio & Associates
5335 Wisconsin Ave. NW, Suite 440
Washington, DC 20015
Attn: Steve D'Onofrio, Esq.

10. Indemnities; Cure of Breaches; Waiver:

(a) Each of Publisher and Licensee shall indemnify and hold harmless the other, its parents, subsidiaries, affiliates and their respective officers, agents and employees from and against any and all claims, liabilities, causes of action, judgments, costs, losses and expenses (including court costs and reasonable attorneys' fees) arising out of any claim, demand or action of any third party which is inconsistent with the parties' respective representations, warranties or obligations hereunder. In addition, the parties' respective indemnification obligations hereunder shall extend to the "deductible" under any applicable insurance policy without regard to judgment or settlement. Publisher's indemnification obligations shall be limited to the aggregate amount received by Publisher hereunder.

(b) Each party shall give the other party prompt notice of any third-party claim which such party may receive in respect of any use of Composition hereunder.

(c) Each party is entitled to be timely notified of any action against the other brought with respect to the use of any Composition hereunder, and to participate in the defense thereof.

11. Miscellaneous:

(a) All notices required or permitted hereunder shall be sent by certified (return receipt requested) or registered mail, Federal Express or Airborne Express to the parties at their respective addresses set forth above (or to such other addresses as either party may specify from time to time by notice in like manner).

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

(c) For the avoidance of doubt, no rights are granted in any master recordings of the Composition(s), and no rights are granted other than those expressly referred to herein including, without limitation, the reproduction of the Compositions upon devices embodying sound synchronized with visual images.

(d) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Publisher or this agreement without the prior written consent of Publisher.

(e) Publisher will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(f) This License Agreement contains the entire agreement between the parties with respect to the subject matter, superseding any and all prior written and/or oral agreements, and may not be modified or amended except by a further written agreement signed by officers of both parties.

(g) All rights not expressly granted to Licensee hereunder are reserved to Publisher.

(h) This License Agreement is personal to Licensee and may not be sold, assigned, transferred (including via merger or acquisition) or encumbered in any way, in whole or in part, except with the prior written consent of Publisher (not to be unreasonably withheld).

(i) In addition to DJs which solely utilize Digital Recordings Licensee has also developed a "hybrid" DJ which utilizes both compact discs or other disc recordings (the "Discs") and Digital Recordings. Publisher acknowledges and agrees that (i) this Agreement does not convey any rights with respect to the inclusion of Discs in hybrid DJs; (ii) no royalties or other fees shall payable hereunder in connection with the public performance of Compositions via the Discs; and (iii) termination or expiration of this Agreement shall not affect the rights of Licensee or any Establishment to publicly perform the Discs, it being understood and agreed that such Discs will be governed by existing legal and industry standards for "traditional" jukeboxes regarding the payment of mechanical and performance royalties in connection therewith.

12. Experimental License:

This Agreement is being entered into no an experimental basis, and shall not be construed as setting a precedent with respect to any future agreements between Publisher and Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Agreed and Accepted:

AMI Entertainment, Inc.

By: _____

BMG Songs, Inc., Career-BMG Music Publishing, Inc.
& Multisongs, Inc.

By: _____

EXHIBIT CO 0371

RING TONE LICENSE

Agreement made April 1, 2004 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Mtoge, Inc., 3200 Wilshire Blvd., South Tower, Suite 1000, Los Angeles, California 90010 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on April 1, 2004 and expiring on March 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by twelve percent (12%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than

the Licensor Share of each applicable Composition multiplied by $.12 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by twelve percent (12%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged.

(c) An advance of $7500 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Master Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to Licensor retroactively to the first accounting period during which such higher royalty is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31 Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6 Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void ab initio.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of these rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock

vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long

as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: Richard Blank

Mtogo, Inc.

By: Lee J. S

Julia J. Lee
CEO of Mtogo, Inc.

EXHIBIT CO 0372

RING TONE LICENSE

Agreement made April 1, 2004 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc. 1540 Broadway New York, NY 10036 (hereinafter referred to as "Licensor") and Mtogo, Inc., 3200 Wilshire Blvd., South Tower, Suite 1000, Los Angeles, California 90010 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on April 1, 2004 and expiring on March 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)").

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by twelve percent (12%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than

the Licensor Share of each applicable Composition multiplied by $ 12 per Download irrespective of the price (if any) actually charged.

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by twelve percent (12%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) An advance of $7500 recoupable from all Royalties payable hereunder

(d) If at any time during the Term hereof Licensee pays any royalty or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Master Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to Licensor retroactively to the first accounting period during which such higher royalty is accounted to such other owner or administrator.

4 Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn. Director of Royalties

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock

vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), as long

as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: [signature]

Careers-BMG Music Publishing, Inc.

By: [signature]

Mtogo, Inc

By: Lee J. S

Julia J. Lee
CEO of Mtogo, Inc.

EXHIBIT CO 0373

Midi Karaoke License

Agreement made March 1, 2004 between BMG Songs, Inc. & Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, New York 10036 (collectively referred to herein as "Licensor") and Eatsleepmusic Corporation d/b/a Tune1000, 301 Moodie Drive, Suite 101, Ottawa, Ontario K2H-9C4 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive right, license, privilege and authority for the territory of the World ("the Territory") to use the musical works listed on Schedule "A" attached hereto ("the Compositions") as follows:

(i) The right to produce first rate midi sound recordings of the Compositions (the "Recordings");

(ii) The right to sub-license up to 130,000 copies of each Recording to the to the Casio Corporation ("Casio") for use in connection with the manufacture of CD Rom chips containing one (1) copy of each Recording which will be embedded into musical keyboards (model numbers LK90-TV, LK92-TV adn LK-1500) (collectively, the "Keyboard") as "demo songs" which the user of the Keyboard may play along to.

(b) All arrangements of the Compositions created by Licensee in connection with the Recordings shall be considered a "work made for hire" for Licensor. In the event such arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the arrangements of the Compositions and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

(c) Licensor reserves all rights in and to the Compositions.

2. (a) In consideration of the foregoing licence, Licensee shall pay to Licensor a one-time "all in" fee of $32,500 USD which shall be payable promptly following execution of this agreement (the "License Fee").

(b) For avoidance of doubt, Licensee acknowledges and agrees that the License Fee is only applicable with respect to the manufacture and sale of up to 130,000 Keyboards. Any use of the Compositions or the Recordings by Casio or Licensee apart from the manufacture of 130,000 Keyboards shall be subject to a separate license agreement.

(c) Licensor may examine the books and records of Licensee pertaining to the manufacture and sale of the Keyboards for the purpose of verifying the number of units manufactured and sold and make photocopies and extracts thereof, during normal business hours at the place where said books and records are maintained.

3. Except as specified herein, Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent (not to be unreasonably withheld) and any purported such assignment, transfer or license shall be void *ab initio*.

4. (a) Licensor represents, warrants and agrees as follows:

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their karaoke service.

(iv) Licensee shall not use the Compositions in a manner that infringes upon the proprietary rights of any third party (including without limitation intellectual property, publicity and privacy rights) or in connection with any endorsements, commercials, co-promotions or cross-promotions of any service, product or entity.

(v) Licensee shall cause Casio to provide Licensor with a sample of the Keyboard promptly following the initial manufacture of same.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such

consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

5. (a) For the avoidance of doubt, no rights are granted in any master recordings of the Compositions, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its karaoke service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Service Fee shall not be inclusive of public performance monies payable in connection with karaoke, if any, and no public performance license is granted hereunder.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

7. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG ~~Licensor~~ Songs, Inc.

By: _____

BMG Careers ~~Licensor~~ Music Publishing, Inc.

By: _____

Agreed and Accepted:

Eatsleepmusic Corporation d/b/a
Tune1000

By: _____
Trevor McGuire

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SCHEDULE "A"

Song Title	Percentage Controlled
Heart and Soul	100%
We Got The Beat	100%
I Write The Songs	100%
Borderline	100%
Sara	100%
Just One Look	100%

EXHIBIT CO 0374

RING TONE LICENSE

Agreement made February 15, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Xringer Inc. 1785 Fox Drive, San Jose, California 95131 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States, its territories and possessions, including Puerto Rico ("the Territory") for a term commencing on February 15, 2004 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones or mobile telecommunications devices (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile devices;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone or Graphic Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

(e) Licensor and Licensee agree that Licensee shall own all right, title, and interest to any sound recordings or digital files created and/or obtained by Licensee (i.e. WAV, MIDI, ADCPM, MP3, etc) ("Ring Tone").

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, including under prior agreements between Licensor and Licensee, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B and supplied by Licensor prior to such accounting), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Ring Tone Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination

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for a particular statement only once per statement, once per year, and only within three (3) years of the submission of any statement. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee written notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Xringer Inc.

By: _____

Name: Shane Ambo
Title: Controller

EXHIBIT CO 0375

August 24, 2004

Downplay Inc.
6 Jenner, Suite 230
Irvine, CA 92618

Re: Zomba Enterprises, Inc. (successor-in-interest to Zomba Songs Inc. and Zomba Melodies Inc.) -w- Downplay, Inc. -- Ring Tone License Agreement dated January 1, 2004 (the "Agreement")

Gentlemen:

The following shall constitute an amendment to the referenced Agreement. All capitalized terms shall have the same meaning as in the Agreement.

1. Territory

Effective upon the date hereof and continuing through the remainder of the Term the Territory shall be deemed to be the United States, St. Lucia, St. Vincent, Antigua, Bermuda, Dominica, Barbados, Cayman Islands, Grenada, Curacao, St. Martin, St. Barts, St. Kitts, Nevis, Aruba Martinique, Guadeloupe, Bonarie, Anguilla, Turks & Caicos, St. Maarten, British Virgin Islands and Jamaica.

Except as modified above, the Agreement is hereby ratified and remains in full force and effect.

Accepted and Agreed:

Zomba Enterprises, Inc.

By: _____

Downplay, Inc.

By: _____

EXHIBIT CO 0376

August 24, 2004

Downplay Inc.
6 Jenner, Suite 230
Irvine, CA 92618

Re: **BMG Music Publishing NA, Inc. (successor-in-interest to Careers-BMG Music Publishing, Inc. & BMG Songs, Inc.) -w- Downplay, Inc. -- Ring Tone License Agreement dated January 1, 2004 (the "Agreement")**

Gentlemen:

The following shall constitute an amendment to the referenced Agreement. All capitalized terms shall have the same meaning as in the Agreement.

1. Territory

Effective upon the date hereof and continuing through the remainder of the Term the Territory shall be deemed to be the United States, St. Lucia, St. Vincent, Antigua, Bermuda, Dominica, Barbados, Cayman Islands, Grenada, Curacao, St. Martin, St. Barts, St. Kitts, Nevis, Aruba Martinique, Guadeloupe, Bonarie, Anguilla, Turks & Calcos, St. Maarten, British Virgin Islands and Jamaica.

Except as modified above, the Agreement is hereby ratified and remains in full force and effect.

Accepted and Agreed:

BMG Music Publishing NA, Inc.

By: _____

Downplay, Inc.

By: _____

EXHIBIT CO 0377

RING TONE LICENSE

Agreement made January 1, 2004 between Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Sharp Robot Inc. 317 Adelaide St. West, #1002, Toronto, ON, M5V 1P9, Canada (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2004 and expiring on December 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by twelve percent (12%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.12 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by twelve percent (12%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.15 per Download irrespective of the price (if any) actually charged;

(c) An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Master Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to Licensor retroactively to the first accounting period during which such higher royalty is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without

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Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by

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Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11 This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Sharp Robot Inc.

By: _____

EXHIBIT CO 0378

RING TONE LICENSE

Agreement made January 1, 2004 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and 9 Squared, Inc., 1900 Wazee Street, Suite 20, Denver, CO 80202 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2004 and expiring on December 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile and/or land line telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such telephones;

(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings of Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek Indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

9 Squared, Inc.

By: _____

EXHIBIT CO 0379

RING TONE LICENSE

Agreement made January 1, 2004 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and 9 Squared, Inc., 1900 Wazee Street, Suite 20, Denver, CO 80202 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2004 and expiring on December 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(ii) To transform the Recordings into mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");
(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(iv) To download or otherwise transmit Ring Tones onto mobile and/or land line telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

9 Squared, Inc.

By: _____

EXHIBIT CO 0380

RING TONE LICENSE

Agreement made January 1, 2004 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Downplay,Inc., 6 Jenner, Suite 230, Irvine, CA 92618 (hereinafter "Licensee").

For good and valuable consideration, receipt of which is hereby acknowledged, Licensor and the Licensee hereby agree as follows:

1 (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2004 and expiring on December 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $10,000 recoupable from all Royalties payable hereunder, receipt of which is hereby acknowledged.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

CP

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings of Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

CP

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Downplay Inc.

By: _____

CP

EXHIBIT CO 0381

March 24, 2004

Zomba Songs Inc.,
Zomba Enterprises Inc.,
Zomba Melodies Inc.
1540 Broadway
New York, NY 10036
United States of America
Attention: Steven Price
Email: Steven.Price@bmg.com

RE: Ringtone License Agreement dated January 1, 2004

Dear Mr. Price:

Sharp Robot Inc., an Ontario corporation (the "Company"), plans to enter into a Share Purchase Agreement on or about March 30, 2004 (the "Purchase Agreement") with m-Qube, Inc., a Delaware corporation ("m-Qube"), m-Qube Canada, Inc., an Ontario corporation and a wholly owned subsidiary of m-Qube ("Purchaser"), and the shareholders of the Company, pursuant to which all of the Company's outstanding capital stock will be acquired by Purchaser (the "Purchase"). The Company will eventually merge with and into the Purchaser, with the Purchaser remaining as the surviving entity.

The Ring Tone License Agreement dated January 1, 2004 (the "License Agreement") among the Company and Zomba Songs Inc., Zomba Enterprises Inc., and Zomba Melodies Inc. (collectively, "Zomba") allows Zomba, pursuant to Section 7(a)(iii), to terminate the License Agreement by giving notice if, without Zomba 's prior written consent, the control or ownership of the Company or the majority of the Company's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually owned the Company's outstanding capital stock as of January 1, 2004. In connection with Section 7(a)(iii), the Company hereby requests Zomba 's prior written consent to the Purchase and an acknowledgement by Zomba that it shall not terminate the License Agreement pursuant to Section 7(a)(iii) due to the Purchase. Additionally, the Company requests Zomba 's consent to a future assignment or transfer of the License Agreement to m-Qube and/or Purchaser.

If you agree with the foregoing, please sign in the space provided below on behalf of Zomba and return this consent to me by fax at (416) 644-1478. If you have any questions regarding the Assignment, Purchase or this consent, please contact me at the Company at (416) 644-1470 x222.

Very truly yours,

SHARP ROBOT INC.

Richard A.J. Crookes
President

ACKNOWLEDGED, ACCEPTED AND AGREED:

ZOMBA SONGS INC., ZOMBA ENTERPRISES INC., ZOMBA MELODIES INC.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT CO 0382

RING TONE LICENSE

Agreement made January 1, 2004 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Downplay Inc., 6 Jenner, Suite 230, Irvine, CA 92618 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2004 and expiring on December 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged:

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $10,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings of Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

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(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Downplay Inc.

By: _____

EXHIBIT CO 0383

RING TONE LICENSE

Agreement made December 1, 2003 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Opera Telecom, Inc., 13800 Coppermine Road, Herndon, VA 20171 (hereinafter "Licensee").

WHEREAS Licensor and Licensee have previously entered into a ring tone license for monophonic and polyphonic ring tones dated June 1, 2003 (the "Prior Agreement"); and

WHEREAS Licensor and Licensee wish to terminate the Prior Agreement and replace same with this agreement.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Licensor and the Licensee hereby agree as follows:

1. (a) Upon execution of this agreement, the Prior Agreement shall be deemed to be terminated effective as of November 30, 2003. Notwithstanding the forgoing, all royalties and other fees payable under the Prior Agreement shall continue to be payable to Licensee pursuant to the terms contained in Article 4 below.

(b) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on December 1, 2003 and expiring on November 30, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Real Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(c) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) Real Tones: With respect to each individual Download of a Real Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Real Tone Downloaded (the "Real Tone Royalty"), provided that in no circumstances shall the Real Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Real Tone. Conversely, if a Real Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder, receipt of which is hereby acknowledged.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions or master recordings (including the applicable "Master Recording(s)") higher than the Ring Tone Royalty, Real Tone Royalty or Fixing Fee specified hereunder, on a per composition or master recording basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Opera Telecom, Inc.

By: _____

EXHIBIT CO 0384

RING TONE LICENSE

Agreement made December 1, 2003 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Opera Telecom, Inc., 13800 Coppermine Road, Herndon, VA 20171 (hereinafter "Licensee").

WHEREAS Licensor and Licensee have previously entered into a ring tone license for monophonic and polyphonic ring tones dated June 1, 2003 (the "Prior Agreement"); and

WHEREAS Licensor and Licensee wish to terminate the Prior Agreement and replace same with this agreement.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Licensor and the Licensee hereby agree as follows:

1. (a) Upon execution of this agreement, the Prior Agreement shall be deemed to be terminated effective as of November 30, 2003. Notwithstanding the forgoing, all royalties and other fees payable under the Prior Agreement shall continue to be payable to Licensee pursuant to the terms contained in Article 4 below.

(b) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on December 1, 2003 and expiring on November 30, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Real Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(c) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) Real Tones: With respect to each individual Download of a Real Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Real Tone Downloaded (the "Real Tone Royalty"), provided that in no circumstances shall the Real Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Real Tone. Conversely, if a Real Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder, receipt of which is hereby acknowledged.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions or master recordings (including the applicable "Master Recording(s)") higher than the Ring Tone Royalty, Real Tone Royalty or Fixing Fee specified hereunder, on a per composition or master recording basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Opera Telecom, Inc.

By: _____

EXHIBIT CO 0385

RING TONE LICENSE

Agreement made November 1, 2003 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Sonic Branding Solutions LLC, 22 West 22nd Street, #1604, New York, NY 10010 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on November 1, 2003 and expiring on October 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To stream Ring Tones onto mobile telephones for personal use by the Customers (a "Stream") in connection with Licensee's service entitled "Name That Tune" (the "Service"). The Service is deemed to be an interactive game played on a Customer's mobile telephone in which Customers must identify a variety of streams of musical compositions, including the Compositions. Customers who successfully identify the correct compositions win a Ring Tone (a "Winning Ring Tone").
(vi) To download or otherwise transmit a Winning Ring Tone to the applicable Customers for the express purpose of such Ring Tone sounding as the ringing alert on a mobile telephone (a "Download"). For avoidance of doubt, it is acknowledged and agreed that the right to sell Ring Tones directly to Customers is not granted herein;
(vii) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview the Service before subscribing to same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by $.10 ("the Download Royalty");

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). Promptly following execution of this agreement, Licensee shall pay to Licensor the sum of $3,000 which shall represent a pre-payment of the Fixing Fees for up to one hundred twenty (120) 100% controlled Compositions;

(c) An amount equal to ten percent (10%) of gross income received by or credited to Licensee in connection with the Service (including, without limitation, any and all advertising revenue earned by Licensee in connection with any web site on which the Service is featured), pro-rated against Licensor's Share of the total number of musical compositions Streamed to Customers during each quarterannual period of the Term (the "Service Royalty").

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with the Service or the downloading of ring tones within the Territory to any other owner or administrator of musical compositions higher than the Download Royalty, Service Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) Licensee's pro-rata percentage of all ring tones Streamed; (ii) all Ring Tones Downloaded; and (iii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Download Royalty and Service Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for

any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Service including, without limitation, the trademark for "Name That Tune".

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable

attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with the Service, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Sonic Branding Solutions, LLC

By: _____

EXHIBIT CO 0386

RING TONE LICENSE

Agreement made November 1, 2003 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Tutch Mobile Media USA Inc., Sweelinckplein 9-11, 2517GK The Hague, The Netherlands (hereinafter "Licensee").

WHEREAS Licensor and Licensee have previously entered into a ring tone license for monophonic and polyphonic ring tones dated August 1, 2003 (the "Prior Agreement"); and

WHEREAS Licensor and Licensee wish to terminate the Prior Agreement and replace same with this agreement.

THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged Licensor and the Licensee hereby agree as follows:

1. (a) Upon execution of this agreement, the Prior Agreement shall be deemed to be terminated effective as of October 31, 2003. Notwithstanding the forgoing, all royalties and other fees payable under the Prior Agreement shall continue to be payable to Licensee pursuant to the terms contained in Article 4 below.

(b) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on November 1, 2003 and expiring on October 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");
(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;
(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense

(c) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder, receipt of which is hereby acknowledged.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions or master recordings (including the applicable "Master Recording(s)") higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition or master recording basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings of Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek Indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Tutch Mobile Media USA Inc.

By: _____

Luc Maas, CEO

EXHIBIT CO 0387

RING TONE LICENSE

Agreement made November 1, 2003 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Sonic Branding Solutions LLC, 22 West 22nd Street, #1604, New York, NY 10010 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on November 1, 2003 and expiring on October 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To stream Ring Tones onto mobile telephones for personal use by the Customers (a "Stream") in connection with Licensee's service entitled "Name That Tune" (the "Service"). The Service is deemed to be an interactive game played on a Customer's mobile telephone in which Customers must identify a variety of streams of musical compositions, including the Compositions. Customers who successfully identify the correct compositions win a Ring Tone (a "Winning Ring Tone").
(vi) To download or otherwise transmit a Winning Ring Tone to the applicable Customers for the express purpose of such Ring Tone sounding as the ringing alert on a mobile telephone (a "Download"). For avoidance of doubt, it is acknowledged and agreed that the right to sell Ring Tones directly to Customers is not granted herein;
(vii) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview the Service before subscribing to same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by $.10 ("the Download Royalty");

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). Promptly following execution of this agreement, Licensee shall pay to Licensor the sum of $3,000 which shall represent a pre-payment of the Fixing Fees for up to one hundred twenty (120) 100% controlled Compositions;

(c) An amount equal to ten percent (10%) of gross income received by or credited to Licensee in connection with the Service (including, without limitation, any and all advertising revenue earned by Licensee in connection with any web site on which the Service is featured), pro-rated against Licensor's Share of the total number of musical compositions Streamed to Customers during each quarterannual period of the Term (the "Service Royalty").

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with the Service or the downloading of ring tones within the Territory to any other owner or administrator of musical compositions higher than the Download Royalty, Service Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) Licensee's pro-rata percentage of all ring tones Streamed; (ii) all Ring Tones Downloaded; and (iii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Download Royalty and Service Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for

any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate, Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Service including, without limitation, the trademark for "Name That Tune".

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable

attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with the Service, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc. &
Zomba Melodies Inc.

By: _____

Sonic Branding Solutions, LLC

By: _____

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EXHIBIT CO 0388

RING TONE LICENSE

Agreement made November 1, 2003 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and MatrixM, Inc., 463 West 49th Street, 3rd Floor, New York, NY 10019 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1 (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on November 1, 2003 and expiring on October 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (i.e. PDA's, mobile email devices and mobile pagers), for a fee or otherwise, for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation. Licensor's aforesaid rights in and to the Arrangements will not obligate Licensee to deliver to Licensor any of the Licensee's copies of the Recordings or Ring Tones.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days after each calendar month in which each Ring Tone is made available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Promptly following the complete execution of this license agreement, a royalty of $750 which represents the amount due in connection with the Downloads which occurred prior to the beginning of the Term.

(b) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(c) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(d) An advance of $7500 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterly period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8760 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records for up to two (2) years after date in which statement was issued by Licensee. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without

Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10 This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By. _____

MatrixM, Inc.

By: _____

EXHIBIT CO 0389

RING TONE LICENSE

Agreement made September 1, 2003 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Dwango Wireless, 200 West Mercer Street, Ste. 501, Seattle, Washington 98119 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2003 and expiring on August 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in

no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $5000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8760 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or

its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Dwango Wireless

By: _____
BRADEN BLAKE
DIRECTOR OF LICENSING

EXHIBIT CO 0390

DIGITAL JUKEBOX LICENCE

Agreement made September 1, 2003 between Zomba Songs Inc. and Zomba Entertainment Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Barden Entertainment, Inc., 163 Madison Avenue, Detroit, MI 48226 (hereinafter "Licensee").

WHEREAS, Licensor owns and/or controls certain musical compositions listed on Schedule "A" attached hereto (the "Compositions") which have been previously synchronized to video (the "Music Videos"); and

WHEREAS Licensee wishes to broadcast and otherwise exploit the Music Videos via its pay per play digital video jukeboxes (the "Jukeboxes"); and

WHEREAS Licensor wishes to grant to Licensee certain non-exclusive rights in the Compositions in connection with same.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on August 1, 2003 and expiring on July 31, 2005 ("the Term") to use the Compositions (but solely to the extent of Licensor's interest therein) as follows:

(i) To digitally transfer the Compositions as contained into the Music Videos onto the Jukeboxes;
(ii) To allow users ("Customers") to play Music Videos (a "Video Play") via the Jukeboxes;
(iii) To allow Customer to play master recordings of the Compositions (the "Masters") independent of the Music Videos (a "Master Play");
(vi) To automatically play randomly selected Music Videos via the Jukeboxes (a "Promotional Play") during times in which a Customer has not otherwise purchased a Video Play or Master Play. For the avoidance of doubt, it is acknowledged and agreed that any Music Video or Master selected by a Customer is not a Promotional Play.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Video Play, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by $.03 ("the Video Royalty");

(b) With respect to each individual Master Play, a sum equal to the Licensor Share of each Composition multiplied by $.01 ("the Master Royalty")

(c) An advance of $1500 recoupable from all Video and Master Royalties payable hereunder (the "Advance").

(d) If at any time during the Term hereof Licensee pays any royalty, advance or other fees connection with its jukebox service within the Territory to any other owner or administrator of

musical compositions higher than the Video Royalty, Master Royalty or Advance specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty, advance or fees to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. (a) Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Video Plays; (ii) all Master Plays; and (iii) all Promotional Plays. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Plays and the resultant Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

(b) It is acknowledged and agreed that no royalties shall be payable in connection with Promotional Plays.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing all Video and Master Plays of the Compositions and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or license shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder

shall terminate. Licensee shall remove the Compositions from the Jukeboxes and shall make no further use of the Composition(s) or Music Videos to which they are synchronized.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees that Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

(d) For the avoidance of doubt, no rights are granted to Licensee with respect to any Master or Music Video containing the Composition(s), and no rights are granted other than those expressly referred to herein.

(e) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(f) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its video and master jukebox service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Video Plays, Master Plays and/or Promotional Plays and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc. and Zomba Entertainment, Inc.

By: _____

Barden Entertainment, Inc.

By: _____

EXHIBIT CO 0391

DIGITAL JUKEBOX LICENCE

Agreement made September 1, 2003 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Barden Entertainment, Inc., 163 Madison Avenue, Detroit, MI 48226 (hereinafter "Licensee").

WHEREAS, Licensor owns and/or controls certain musical compositions listed on Schedule "A" attached hereto (the "Compositions") which have been previously synchronized to video (the "Music Videos"), and

WHEREAS Licensee wishes to broadcast and otherwise exploit the Music Videos via its pay per play digital video jukeboxes (the "Jukeboxes"); and

WHEREAS Licensor wishes to grant to Licensee certain non-exclusive rights in the Compositions in connection with same.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on August 1, 2003 and expiring on July 31, 2005 ("the Term") to use the Compositions (but solely to the extent of Licensor's interest therein) as follows:

(i) To digitally transfer the Compositions as contained into the Music Videos onto the Jukeboxes;
(ii) To allow users ("Customers"') to play Music Videos (a "Video Play") via the Jukeboxes;
(iii) To allow Customer to play master recordings of the Compositions (the "Masters") independent of the Music Videos (a "Master Play");
(vi) To automatically play randomly selected Music Videos via the Jukeboxes (a "Promotional Play") during times in which a Customer has not otherwise purchased a Video Play or Master Play. For the avoidance of doubt, it is acknowledged and agreed that any Music Video or Master selected by a Customer is not a Promotional Play.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Video Play, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by $.03 ("the Video Royalty");

(b) With respect to each individual Master Play, a sum equal to the Licensor Share of each Composition multiplied by $.01 ("the Master Royalty")

(c) An advance of $1500 recoupable from all Video and Master Royalties payable hereunder (the "Advance").

(d) If at any time during the Term hereof Licensee pays any royalty, advance or other fees connection with its jukebox service within the Territory to any other owner or administrator of musical compositions higher than the Video Royalty, Master Royalty or Advance specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty, advance or fees to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. (a) Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Video Plays; (ii) all Master Plays; and (iii) all Promotional Plays. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Plays and the resultant Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

(b) It is acknowledged and agreed that no royalties shall be payable in connection with Promotional Plays.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing all Video and Master Plays of the Compositions and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or license shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of

Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall remove the Compositions from the Jukeboxes and shall make no further use of the Composition(s) or Music Videos to which they are synchronized.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder..

(b) Licensee warrants, represents and agrees that Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

(d) For the avoidance of doubt, no rights are granted to Licensee with respect to any Master or Music Video containing the Composition(s), and no rights are granted other than those expressly referred to herein.

(e) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(f) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its video and master jukebox service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Video Plays, Master Plays and/or Promotional Plays and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Barden Entertainment, Inc.

By: _____

EXHIBIT CO 0392

RING TONE LICENSE

Agreement made August 1, 2003 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Tutch Mobile Media USA Inc., Sweelinckplein 9-11, 2517GK The Hague, The Netherlands (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1 (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on August 1, 2003 and expiring on July 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days after the end of the calendar month in which the ring tone was made available for download to a customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the

actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $5000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel (with the exception of transcontinental airfare), hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____ By: _____

Tutch Mobile Media USA, Inc.

By: _____

Luc C.M. MAAS

EXHIBIT CO 0393

RING TONE LICENSE

Agreement made August 1, 2003 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and MIDIRingtones LLC, ~~380~~ 308 Jackson Street, ~~Suite 740~~ SF, Saint Paul, MN 55101(hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on August 1, 2003 and expiring on July 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Promptly following the complete execution of this license agreement, a royalty of $1,500 which represents the amount due in connection with the Downloads which occurred prior to the beginning of the Term.

(b) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(c) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(d) An advance of $2,600 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own

Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.,

By: _____

MIDIRingtones, LLC

By: _____

EXHIBIT CO 0393A

RING TONE LICENSE

Agreement made July 1, 2003 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and USArtPhone, Inc., 745 Fifth Avenue, Suite 1400, New York, New York 10151-0050 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on July 1, 2003 and expiring on June 30, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in

no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $5000.00 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or

its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By:

Careers-BMG Music Publishing, Inc.

By:

USArtPhone, Inc.

By:

EXHIBIT CO 0394

DIGITAL JUKEBOX MUSICAL COMPOSITION LICENSE

AGREEMENT, entered into this 1st day of May, 2004 (effective as July 1, 2003), by and between Ecast Inc. 500 Third Street Suite 510, San Francisco CA 94107 ("Licensee") and Zomba Songs Inc., Zomba Melodies Inc. & Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 ("Publisher").

WHEREAS, Publisher owns and/or controls and may hereafter own and/or control certain musical compositions (hereinafter sometimes referred to collectively as "Publisher's Catalog" as the same shall exist from time to time), including but not limited to the right to license others to make copies of and distribute Publisher's Catalog in the form of sound recordings and to transmit Publisher's Catalog in the form of sound recordings by digital transmission; and

WHEREAS, Licensee has developed a Digital Jukebox ("DJ") and is engaged in the business of furnishing music by means of the DJ located in commercial and retail establishments;

WHEREAS, instead of utilizing CDs or disk recordings, the DJ utilizes a digital sound recording that is transmitted digitally from a central database ("Central Database") via a dedicated broadband connection to the individual DJs;

WHEREAS, Licensee desires to obtain a license to make digital deliveries of copies of sound recordings embodying musical compositions now or hereafter included in Publisher's Catalog which have previously been licensed for mechanical reproduction in the "Territory" (as that term is defined below) by Publisher or which may be so licensed during the "Term" (as defined below) (the "Compositions") by copying the Compositions into its Central Database and digitally copying and transmitting the copies to the remote DJs for the purpose of publicly performing the Compositions from the DJs; and

WHEREAS, Publisher is willing to grant to Licensee the non-exclusive right to make such copies and digital deliveries for use in the DJs pursuant to the terms set out below;

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Rights: Subject to the terms stated and to payment of the applicable royalties for the rights granted herein the Publisher hereby grants to Licensee the non-exclusive right during the Term to make copies of the Compositions into Licensee's Central Database and to deliver the Compositions digitally to remote DJs for storage on the hard drive of DJs within the United States. Licensee shall not maintain more than one Central Database.

2. Territory:
The territory shall be the United States, its possessions and territories.

3. Term:
The term of this agreement shall be 1 July 2003 to 30 June 2006.

4. Licensing Fee/Royalty
(i) In consideration of the granting of such rights Licensee shall pay Publisher the sum of one half United States Cent ($0.005) for each play of a Composition on a DJ. For the purpose of clarification a separate royalty shall not be required in order to copy a Composition to Licensee's Central Database.

(ii) The Licensee shall be responsible for obtaining and maintaining license agreements with ASCAP, BMI, and or SESAC ("PROs") for public performances of Compositions by the DJs and the Licensee shall pay all applicable performance royalties for each use of the Composition to the PROs. The Licensee shall have no other responsibility in respect of royalties for public performance of the Compositions. In the event Licensee fails to maintain valid license agreements with all of the PROs, Publisher shall have the right to immediately terminate this Agreement.

5. Favored Nations

(i) In the event that Licensee agrees at any time during the Term to pay any third-party music publisher a royalty at a higher rate than that prescribed in (or determined pursuant to) Paragraph 4(i) above, Licensee shall give Publisher prompt notice thereof and shall pay Publisher at such higher rate for all uses of Compositions from and after the effective date of such higher third-party rate. Within thirty (30) days of Publisher's request, Licensee shall provide to Publisher copies of Licensee's agreements with other music publishers.

6. Accounting:

(i) Payment: Licensee shall pay royalties and account to Publisher quarterly within forty-five (45) days after the end of each calendar quarter on the basis of plays described in paragraph 4 hereof. Concurrently with such payment Licensee shall render a royalty statement in a delimited electronic format (e.g., Microsoft Excel) setting forth in detail as to each Composition played, transmitted, or delivered during such quarter and the computation of all royalties derived hereunder. Such statement shall provide Publisher with the title of the Composition, the names of the songwriters, the song ID number (if supplied by Publisher) and the number of times each Composition was played on DJs during the quarter. Licensee agrees to keep and maintain true and accurate records of accounting connected with the performance of this agreement and shall retain such books and records for a period of no less than three years after the termination of this agreement. Publisher shall have the right upon reasonable notice and during normal office hours examine the books and records of Licensee at Licensee's regular place of business. If as a result of the audit it is revealed that Licensee under reported royalties by ten (10) percent or more Licensee shall pay such amount to Publisher and shall reimburse Publisher the reasonable costs of the audit save and except any travel and lodging expenses.

(ii) Breach/Cure: In the event that Licensee fails to account to Publisher and pay royalties as herein provided, Licensee shall be deemed to be in material breach of this license and Publisher may give written notice to Licensee that, unless such default is remedied within thirty (30) business days from the date of Licensee's receipt of said notice, this license shall be deemed automatically terminated. Such termination shall render the further use of the Compositions for which royalties have not been paid pursuant to the license granted by this Agreement actionable as acts of infringement under and fully subject to the remedies provided by the Copyright Act. A waiver of any such breach shall not constitute a waiver of any succeeding breach whether similar or dissimilar.

(iii) Reservation of rights: All rights not expressly granted to Licensee hereunder are reserved to Publisher. No Composition shall be synchronized with any advertisement of any kind. The granting of consent in any specific instance shall not constitute consent to any subsequent use. Publisher's failure to take action in a specific instance shall not be deemed a waiver of any future violation of this paragraph.

(iv) Promotional Performances: Licensee shall have the right to program the DJs to play Compositions without charge to the DJ patrons and for which no royalty shall be owed to the Publisher (other than any performance royalties collected by the applicable PRO) provided such free play is in the specific undertaking of a promotion of the Composition or the artist or album upon the instructions of the record label which owns the master recording (referred to as "Free

Promotional Performances") and to which label the Licensee has a contractual obligation to provide promotions for nominated master recordings. The aggregate of Free Promotional Performances during any accounting period shall not exceed seven percent (7%) of the total number of performance of the Publisher's catalog performed during such accounting term.

7. Representations and Warranties:

(i) Each party warrants and represents that it has full right, power and authority to enter into and to perform this Agreement in accordance with its terms.

(ii) Publisher represents and warrants that it has all necessary rights to grant Licensee the rights set forth in this license. Publisher's liability hereunder shall be limited to the aggregate amounts received by Publisher hereunder.

(iii) Licensee's duplication of any recording owned or controlled for the Territory by any third party shall constitute Licensee's warranty and representation that Licensee has obtained all licenses necessary to permit Licensee to do so.

(iv) Licensee warrants and represents that all Licensee on-site DJs are and shall be self-contained, secure units, which do not permit the further downloading and/or retransmission of the recordings which are delivered or downloaded to them.

(v) Licensee warrants and represents that it shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their DJ service including, without limitation, any master recordings.

8. Limitations:
The license granted by this agreement does not authorize reproduction of the Compositions upon devices embodying sound synchronized with visual images.

9. Reports: Accountings and royalty payments to Publisher shall be sent to:
Zomba Music Publishing
8750 Wilshire Blvd.
Los Angeles, CA 90221
Attn: Director of Royalties

10. Indemnities; Cure of Breaches; Waiver:

(i) Each of Publisher and Licensee shall indemnify and hold harmless the other, its parents, subsidiaries, affiliates and their respective officers, agents and employees from and against any and all claims, liabilities, causes of action, judgments, costs, losses and expenses (including court costs and reasonable attorneys' fees) arising out of any claim, demand or action of any third party which is inconsistent with the parties' respective representations, warranties or obligations hereunder. In addition, the parties' respective indemnification obligations hereunder shall extend to the "deductible" under any applicable insurance policy without regard to judgment or settlement. Publisher's indemnification obligations shall be limited to the aggregate amount received by Publisher hereunder.

(ii) Each party shall give the other party prompt notice of any third-party claim which such party may receive in respect of any use of Composition hereunder.

(iii) Each party is entitled to be timely notified of any action against the other brought with respect to the use of any Composition hereunder, and to participate in the defense thereof.

11. Miscellaneous:

(i) All notices required or permitted hereunder shall be sent by certified (return receipt requested) or registered mail, Federal Express or Airborne Express to the parties at their respective addresses set forth above (or to such other addresses as either party may specify from time to time by notice in like manner).

(ii) This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

(iii) For the avoidance of doubt, no rights are granted in any master recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(iv) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Publisher or this agreement without the prior written consent of Publisher.

(v) Publisher will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(vi) This License Agreement contains the entire agreement between the parties with respect to the subject matter, superseding any and all prior written and/or oral agreements, and may not be modified or amended except by a further written agreement signed by officers of both parties.

(vii) All rights not expressly granted to Licensee hereunder are reserved to Publisher.

(viii) This License Agreement is personal to Licensee and may not be sold, assigned, transferred (including via merger or acquisition) or encumbered in any way, in whole or in part, except with the prior written consent of Publisher (which consent may be withheld by Publisher in Publisher's sole discretion).

12. Experimental License:

This Agreement is being entered into no an experimental basis, and shall not be construed as setting a precedent with respect to any future agreements between Publisher and Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Agreed and Accepted:

Ecast Inc
By: Lisa Tiver
VP Business Affairs

Zomba Songs Inc., Zomba Melodies Inc. & Zomba Enterprises Inc.
By:

EXHIBIT CO 0395

FILE COPY

DIGITAL JUKEBOX MUSICAL COMPOSITION LICENSE

AGREEMENT, entered into this 1st day of May, 2004 (effective as July 1, 2003), by and between Ecast Inc. 500 Third Street Suite 510, San Francisco CA 94107 ("Licensee") and BMG Songs, Inc., Careers-BMG Music Publishing, Inc. & Multisongs, Inc., 1540 Broadway, New York, NY 10036 ("Publisher").

WHEREAS, Publisher owns and/or controls and may hereafter own and/or control certain musical compositions (hereinafter sometimes referred to collectively as "Publisher's Catalog" as the same shall exist from time to time), including but not limited to the right to license others to make copies of and distribute Publisher's Catalog in the form of sound recordings and to transmit Publisher's Catalog in the form of sound recordings by digital transmission; and

WHEREAS, Licensee has developed a Digital Jukebox ("DJ") and is engaged in the business of furnishing music by means of the DJ located in commercial and retail establishments;

WHEREAS, instead of utilizing CDs or disk recordings, the DJ utilizes a digital sound recording that is transmitted digitally from a central database ("Central Database") via a dedicated broadband connection to the individual DJs;

WHEREAS, Licensee desires to obtain a license to make digital deliveries of copies of sound recordings embodying musical compositions now or hereafter included in Publisher's Catalog which have previously been licensed for mechanical reproduction in the "Territory" (as that term is defined below) by Publisher or which may be so licensed during the "Term" (as defined below) (the "Compositions") by copying the Compositions into its Central Database and digitally copying and transmitting the copies to the remote DJs for the purpose of publicly performing the Compositions from the DJs; and

WHEREAS, Publisher is willing to grant to Licensee the non-exclusive right to make such copies and digital deliveries for use in the DJs pursuant to the terms set out below;

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Rights: Subject to the terms stated and to payment of the applicable royalties for the rights granted herein the Publisher hereby grants to Licensee the non-exclusive right during the Term to make copies of the Compositions into Licensee's Central Database and to deliver the Compositions digitally to remote DJs for storage on the hard drive of DJs within the United States. Licensee shall not maintain more than one Central Database.

2. Territory:
   The territory shall be the United States, its possessions and territories.

3. Term:
   The term of this agreement shall be 1 July 2003 to 30 June 2006.

4. Licensing Fee/Royalty
   (i) In consideration of the granting of such rights Licensee shall pay Publisher the sum of one half United States Cent ($0.005) for each play of a Composition on a DJ. For the purpose of clarification a separate royalty shall not be required in order to copy a Composition to Licensee's Central Database.

(ii) The Licensee shall be responsible for obtaining and maintaining license agreements with ASCAP, BMI, and or SESAC ("PROs") for public performances of Compositions by the DJs and the Licensee shall pay all applicable performance royalties for each use of the Composition to the PROs. The Licensee shall have no other responsibility in respect of royalties for public performance of the Compositions. In the event Licensee fails to maintain valid license agreements with all of the PROs, Publisher shall have the right to immediately terminate this Agreement.

5. Favored Nations

(i) In the event that Licensee agrees at any time during the Term to pay any third-party music publisher a royalty at a higher rate than that prescribed in (or determined pursuant to) Paragraph 4(i) above, Licensee shall give Publisher prompt notice thereof and shall pay Publisher at such higher rate for all uses of Compositions from and after the effective date of such higher third-party rate. Within thirty (30) days of Publisher's request, Licensee shall provide to Publisher copies of Licensee's agreements with other music publishers.

6. Accounting:

(i) Payment: Licensee shall pay royalties and account to Publisher quarterly within forty-five (45) days after the end of each calendar quarter on the basis of plays described in paragraph 4 hereof. Concurrently with such payment Licensee shall render a royalty statement in a delimited electronic format (e.g., Microsoft Excel) setting forth in detail as to each Composition played, transmitted, or delivered during such quarter and the computation of all royalties derived hereunder. Such statement shall provide Publisher with the title of the Composition, the names of the songwriters, the song ID number (if supplied by Publisher) and the number of times each Composition was played on DJs during the quarter. Licensee agrees to keep and maintain true and accurate records of accounting connected with the performance of this agreement and shall retain such books and records for a period of no less than three years after the termination of this agreement. Publisher shall have the right upon reasonable notice and during normal office hours examine the books and records of Licensee at Licensee's regular place of business. If as a result of the audit it is revealed that Licensee under reported royalties by ten (10) percent or more Licensee shall pay such amount to Publisher and shall reimburse Publisher the reasonable costs of the audit save and except any travel and lodging expenses.

(ii) Breach/Cure: In the event that Licensee fails to account to Publisher and pay royalties as herein provided, Licensee shall be deemed to be in material breach of this license and Publisher may give written notice to Licensee that, unless such default is remedied within thirty [30] business days from the date of Licensee's receipt of said notice, this license shall be deemed automatically terminated. Such termination shall render the further use of the Compositions for which royalties have not been paid pursuant to the license granted by this Agreement actionable as acts of infringement under and fully subject to the remedies provided by the Copyright Act. A waiver of any such breach shall not constitute a waiver of any succeeding breach whether similar or dissimilar.

(iii) Reservation of rights: All rights not expressly granted to Licensee hereunder are reserved to Publisher. No Composition shall be synchronized with any advertisement of any kind. The granting of consent in any specific instance shall not constitute consent to any subsequent use. Publisher's failure to take action in a specific instance shall not be deemed a waiver of any future violation of this paragraph.

(iv) Promotional Performances: Licensee shall have the right to program the DJs to play Compositions without charge to the DJ patrons and for which no royalty shall be owed to the Publisher (other than any performance royalties collected by the applicable PRO) provided such free play is in the specific undertaking of a promotion of the Composition or the artist or album upon the instructions of the record label which owns the master recording (referred to as "Free

Promotional Performances") and to which label the Licensee has a contractual obligation to provide promotions for nominated master recordings. The aggregate of Free Promotional Performances during any accounting period shall not exceed seven percent (7%) of the total number of performance of the Publisher's catalog performed during such accounting term.

7. Representations and Warranties:

(i) Each party warrants and represents that it has full right, power and authority to enter into and to perform this Agreement in accordance with its terms.

(ii) Publisher represents and warrants that it has all necessary rights to grant Licensee the rights set forth in this license. Publisher's liability hereunder shall be limited to the aggregate amounts received by Publisher hereunder.

(iii) Licensee's duplication of any recording owned or controlled for the Territory by any third party shall constitute Licensee's warranty and representation that Licensee has obtained all licenses necessary to permit Licensee to do so.

(iv) Licensee warrants and represents that all Licensee on-site DJs are and shall be self-contained, secure units, which do not permit the further downloading and/or retransmission of the recordings which are delivered or downloaded to them.

(v) Licensee warrants and represents that it shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their DJ service including, without limitation, any master recordings.

8. Limitations:
The license granted by this agreement does not authorize reproduction of the Compositions upon devices embodying sound synchronized with visual images.

9. Reports: Accountings and royalty payments to Publisher shall be sent to:
BMG Music Publishing
8750 Wilshire Blvd.
Los Angeles, CA 90221
Attn: Director of Royalties

10. Indemnities; Cure of Breaches; Waiver:

(i) Each of Publisher and Licensee shall indemnify and hold harmless the other, its parents, subsidiaries, affiliates and their respective officers, agents and employees from and against any and all claims, liabilities, causes of action, judgments, costs, losses and expenses (including court costs and reasonable attorneys' fees) arising out of any claim, demand or action of any third party which is inconsistent with the parties' respective representations, warranties or obligations hereunder. In addition, the parties' respective indemnification obligations hereunder shall extend to the "deductible" under any applicable insurance policy without regard to judgment or settlement. Publisher's indemnification obligations shall be limited to the aggregate amount received by Publisher hereunder.

(ii) Each party shall give the other party prompt notice of any third-party claim which such party may receive in respect of any use of Composition hereunder.

(iii) Each party is entitled to be timely notified of any action against the other brought with respect to the use of any Composition hereunder, and to participate in the defense thereof.

11. Miscellaneous:

(i) All notices required or permitted hereunder shall be sent by certified (return receipt requested) or registered mail, Federal Express or Airborne Express to the parties at their respective addresses set forth above (or to such other addresses as either party may specify from time to time by notice in like manner).

(ii) This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

(iii) For the avoidance of doubt, no rights are granted in any master recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(iv) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Publisher or this agreement without the prior written consent of Publisher.

(v) Publisher will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(vi) This License Agreement contains the entire agreement between the parties with respect to the subject matter, superseding any and all prior written and/or oral agreements, and may not be modified or amended except by a further written agreement signed by officers of both parties.

(vii) All rights not expressly granted to Licensee hereunder are reserved to Publisher.

(viii) This License Agreement is personal to Licensee and may not be sold, assigned, transferred (including via merger or acquisition) or encumbered in any way, in whole or in part, except with the prior written consent of Publisher (which consent may be withheld by Publisher in Publisher's sole discretion).

12. Experimental License:

This Agreement is being entered into no an experimental basis, and shall not be construed as setting a precedent with respect to any future agreements between Publisher and Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Agreed and Accepted:

Ecast Inc
By: Lisa Tiver
VP Business Affairs

BMG Songs, Inc., Career-BMG Music Publishing, Inc.
& Multisongs, Inc.

By: _____

EXHIBIT CO 0396

RING TONE LICENSE

Agreement made July 1, 2003 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Kanematsu USA Inc., 1785 Fox Drive, San Jose, CA 95131 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on July 1, 2003 and expiring on June 30, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) via streaming technology solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same) and for identification purposes to list the title and songwriter name for each applicable Composition.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation. NOTWITHSTANDING THE FOREGOING LICENSOR AND LICENSEE ACKNOWLEDGE AND AGREE THAT LICENSEE IS THE SOLE OWNER OF THE TITLE AND INTEREST TO THE RINGTONE MASTER RECORDINGS (MIDI, WAV, ADPCM, ETC.) ("THE RING TONE(S)")

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer. Inadvertent failure by Licensee to send such notice shall not result in a breach of this Agreement

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

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(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual retail price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee").

(c) An advance of $5000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once per ~~year~~. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

Statement and audit once per year

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable actual audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own

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Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____
An Authorized Signatory

Kanematsu USA Inc.

By: _____
An Authorized Signatory
SHANE AMBO
GENERAL MANAGER

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EXHIBIT CO 0397

RING TONE LICENSE

Agreement made June 12, 2003 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Wireless Latin Entertainment, 1390 South Dixie Highway, Suite 2222, Coral Gables, FL 33146 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2003 and expiring on May 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in

no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $500.00 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or

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its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Wireless Latin Entertainment

By: _____

SCHEDULE A

Song Title	Writer	Song Code Number
EL REY	Jose Alfredo Jimenez	0018107
TE SOLTE LA RIENDA	Jose Alfredo Jimenez	0014945
LA MEDIA VUELTA	Jose Alfredo Jimenez	0133163
El NOA NOA	Juan Gabriel	0001861
QUERIDA	Juan Gabriel	0001836
AMOR ETERNO	Juan Gabriel	0001540
LA BILIRRUBINA	Juan Luis Guerra Jose Antonio Sosa	0137833
MELINA	Camilo Blanes	0001506
MATENME PORQUE ME MUERO	Alfonso Hernandez Estrada	0017942

PLS

EXHIBIT CO 0398

RING TONE LICENSE

Agreement made June 12, 2003 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Improvista Interactive Music, Inc., 10350 South DeAnza Blvd., Suite 2A, Cupertino, CA 95014 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2003 and expiring on May 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in

no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $5000.00 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or

its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Improvista Interactive Music, Inc.

By: _____

EXHIBIT CO 0399

PHONE KARAOKE LICENSE

Agreement made June 1, 2003 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and WFX LLC, 151 Lafayette Street, 5th Floor, New York, NY 10013 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United Kingdom ("the Territory") for a term commencing on June 1, 2003 and expiring on December 31, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To allow a user (a "Customer") to call a specific phone number and, for a fee or otherwise, listen to and sing along with up to two (2) minutes of a Composition as embodied in a pre-existing master recording (the "Master Recordings");
(ii) To record and store each applicable Customer's performance of a Composition as a WAV file (a "Performance") on Licensee's server during the Term;
(iii) To allow a Customer to listen back to their Performance and in turn forward such Performance to another telephone number and allow the recipient to listen to the Performance via their telephone.

All of the foregoing activities shall be conducted at Licensee's sole expense.

2. (a) Licensee warrants and represents that the Performances are intended to only be heard by Customers via a telephone connection and that Customers will be unable to download or otherwise obtain a digital copy of a Performance from Licensee.

(b) The underlying copyright of all Performances of the Compositions shall be considered a "work made for hire" for Licensor. In the event that same shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns and transfers over to Licensor, and releases and quitclaims all rights therein and thereto, for the United States and throughout the World, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

3. (a) In consideration of the foregoing licence, Licensee shall pay to Licensor a sum equal to Licensor's percentage of control of each applicable Composition multiplied by $.15 USD ("the Royalty") for each Performance recorded.

(b) If at any time during the Term hereof Licensee pays any royalty, advance or other fees in connection with a similar phone karaoke service to any other owner or administrator of musical compositions and/or master recordings, including the Master Recordings, higher than the Royalty specified hereunder, on a per composition basis or otherwise, then Licensee shall pay such higher royalty, advance or other fees to Licensor retroactively to the beginning of the Term.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of all Performances recorded along with payment to Licensor of all Royalties due. Such accounting and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 1540 Broadway, New York, NY attn: Vice President, Legal & Business Affairs.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the Performances and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), including the Master Recordings, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its karaoke service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with phone karaoke, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

WFX LLC

By: _____

EXHIBIT CO 0400

RING TONE LICENSE

Agreement made June 1, 2003 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Yamaha Music Interactive, Inc., 151 West 46th Street, 8th Floor, New York, NY 10036 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2003 and expiring on May 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to forty-five (45) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in

no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of five thousand dollars ($5000.00) recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance licenso is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs, Inc., Zomba Enterprises, Inc., Zomba Melodies, Inc.

By: _____

Yamaha Music Interactive, Inc.

By: _____

EXHIBIT CO 0401

RING TONE LICENSE

Agreement made June 1, 2003 between BMG Songs, Inc and Careers-BMG Music Publishing, Inc. 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Yamaha Music Interactive, Inc., 151 West 46th Street, 8th Floor, New York, NY 10036 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2003 and expiring on May 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to forty-five (45) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in

no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of five thousand dollars ($5000.00) recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Yamaha Music Interactive, Inc.

By: _____

EXHIBIT CO 0402

RING TONE LICENSE

Agreement made June 1, 2003 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Opera Telecom, Inc. 13800 Coppermine Road, Herndon, VA 20171 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2003 and expiring on May 31, 2004 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licencee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in

no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $5000.00 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or

its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Opera Telecom, Inc.

By: _____

COLIN B. MATTHEWS
PRESIDENT & CEO

EXHIBIT CO 0403

June 1, 2003

Faith West, Inc.
500 3rd Street, Suite 410
San Francisco, CA 94107

Re: **Ring Tone License Agreement between Faith West, Inc. and Zomba Enterprises Inc., Zomba Songs Inc. and Zomba Melodies Inc., dated May 1, 2002 as amended on May 1 , 2003 (the "Agreement")**

Gentlemen:

When signed by the parties below, the following shall modify the Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. The Term of Agreement shall continue without interruption until May 31, 2004.

As modified above, the Agreement is hereby ratified, and apart from the foregoing, all terms and conditions of the Agreement shall remain in full force and effect.

Very truly yours,

Zomba Enterprises Inc., Zomba Songs Inc., Zomba Melodies Inc.

By: _____

Agreed and Accepted:

Faith West, Inc.

By: _____

EXHIBIT CO 0404

RING TONE LICENSE & SETTLEMENT AGREEMENT

Agreement made February 1, 2005, effective as of March 1, 2003, between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and VTech Communications, Inc., 9590 SW Gemini Drive, Suite 120, Beaverton, OR 97008 (hereinafter "Licensee").

WHEREAS Licensee manufactured 1,374,803 landline cordless telephones (the model numbers of which are listed on Schedule "A" attached hereto) (the "Phones") containing a "ring tone" version of the musical composition entitled "What A Girl Wants" (the "Composition"), fifty percent (50%) of which is owned and controlled by Licensor (the "Licensor Share");

WHEREAS Licensor asserts that Licensee failed to obtain a license to exploit Licensor's Share of the Composition prior to the manufacture, distribution and sale of the Phones;

WHEREAS Licensor and Licensee have agreed to enter into a settlement and retroactive license agreement concerning Licensee's exploitation of the Composition.

THEREFORE, for good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States and Canada ("the Territory") to exploit the Composition as follows:

(i) To create an arrangement of the Composition consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the Composition;
(ii) To record up to thirty (30) seconds of the Arrangement (the "Recording");
(iii) To transform the Recording into a telephone ring tone format ("the Ring Tone");
(v) To embed the Ring Tone into Phones for the purpose of giving Licensee's customers the option of selecting the Ring Tone as the ringing tone for the applicable Phone purchased.
(vi) To list the Composition by title on the packaging of the Phones.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) The Licensor's Share of the Arrangement created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangement shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangement and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

(c) Licensor reserves all of its rights in and to the Composition.

2. (a) In consideration of the foregoing license, Licensee shall pay to Licensor with respect to each Phone sold, given away or otherwise obtained by Licensee's customers and not returned a royalty (the "Royalty") equal to Licensor's share of the composition multiplied by:

(i) $.10 for sales of up to 500,000 Phones
(ii) $.08 for sales of 500,001 - 750,000 Phones
(iii) $.07 for sales of 750,001 - 1,500,000 Phones

(b) Upon execution of this agreement, Licensee shall pay to Licensor the sum of $68,740.15 (the "Settlement Fee") which shall be deemed to be inclusive of 100% of all Royalties due in connection with 1,374,803 Phones manufactured by Licensee whether sold or remaining in inventory. It is acknowledged and agreed that the Settlement Fee is for the settlement of claims and

is not entirely a royalty payment. Licensee hereby warrants and represents that as of February 1, 2005 no more Phones shall be manufactured containing the Ring Tone.

(c) If at any time during the Term hereof Licensee pays any royalty or other fees in connection with ring tones of musical compositions embedded in the Phones to any other owner or administrator of musical compositions, including the Composition, higher than the Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

3. (a) Upon execution of this agreement, Licensee shall forward to Licensor a complete an accurate accounting detailing the number of Phones manufactured and sold by Licensee from March 1, 2003 through February 1, 2005, including the amount of Phones held in inventory on February 1, 2005 (the "Accounting").

(b) Licensee shall maintain accurate and complete records and books of account containing all information needed to compute and verify the amounts payable to Licensor hereunder pursuant to the Accounting. Licensor may audit those books and records. Licensor may make such an examination only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(c) Such audit shall be conducted at Licensor's sole expense, except that if the audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

4. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or license shall be void *ab initio*.

5. Contingent upon Licensor's receipt of the Settlement Fee and subject to Licensor's rights pursuant to article 3 above, all controversies between Licensor and Licensee solely in connection with

Licensee's exploitation of the Composition as a Ring Tone pursuant to the rights granted herein are hereby finally compromised and settled and Licensor releases Licensee from any and all claims with respect thereto.

6. (a) For the avoidance of doubt, no rights are granted in any recording of the Composition, and no rights are granted other than those expressly referred to herein.

(b) Neither party shall issue any press releases or other forms of publicity materials which make reference to the other party or this agreement without the prior written consent of the other party.

(c) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with the Ring Tone, if any, and no public performance license is granted hereunder.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

8. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

VTech Communications, Inc.

By: _____

Ernie Leverson
VP Operations

SCHEDULE "A"

MODEL NUMBERS

GZ 2434
TE GZ 2434
Z 06-2437
GZ 2456
GZ 2437
GZ 2439

EXHIBIT CO 0405

RING TONE LICENSE

Agreement made as of February 3, 2003 between Zomba Enterprises Inc., Zomba Songs Inc. and Zomba Melodies Inc., 138 West 25th Street, New York, NY 10001 (hereinafter, individually and collectively, referred to as "Zomba") and 9 Squared Inc., 1900 Wazee St., Suite 20, Denver, Colorado 80202 (hereinafter "Licensee") (collectively, the "Parties," and each, a "Party").

WHEREAS, Zomba owns and/or controls certain musical compositions listed on Exhibit A, annexed, together with other musical compositions which Zomba may, in its discretion, add to such Exhibit A during the Term hereof, and

WHEREAS, Licensee intends to provide Ring Tone Service (as defined in paragraph 1(a)(vi)) to its mobile phone customers, and/or to companies which in turn provide services to mobile phone customers (collectively, the "Customers") and wishes to license the Compositions (as defined in paragraph 2(a)) for such purpose; and

WHEREAS, Zomba desires to license the Compositions to Licensee for exploitation, throughout the United States and Canada (the "Territory"), for use in connection with a Ring Tone Service;

WHEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. License

(a) Zomba grants to Licensee the non-exclusive, nontransferable, limited license to use the Compositions as follows:

(i) To create a MIDI or digital file of the Compositions (the "File(s)").

(ii) To arrange and/or record a sequence from the File, of musical tones only without lyrics or instrumentation, not to exceed thirty (0:30) seconds (the "Recording(s)"); provided, however, that any arrangement of any of the Compositions by Licensee ("Licensee Arrangements") shall be done on a "work–made-for-hire" basis for Zomba under the United States Copyright Act and all similar laws (collectively, the "Act"), and all right, title and interest in and to such arrangements, including without limitation the copyright therein, shall belong exclusively to Zomba for the term of copyright and any renewals thereof, throughout the universe, in perpetuity, in all languages, formats and media, whether now known or hereafter created. If the Licensee Arrangements or any part thereof, is deemed not to be "work-made-for-hire" under the Act, Licensee assigns exclusively to Zomba all right, title and interest in and to the Licensee Arrangements, including, without limitation, throughout the universe, in perpetuity in all languages, formats and media, whether now known or hereafter created. Notwithstanding anything to the contrary contained herein, Licensee may not alter the fundamental character of the Compositions, or make any other use of the Compositions not expressly granted by Zomba herein.

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(iii) To transform the Recordings into ring tone formats, monophonic or polyphonic sound only (the "Ring Tone(s)").

(iv) To make a database of the Ring Tones available via Licensee's proprietary Web site, and those Web sites it hosts and maintains for its licensees and business partners, to the Customers for download onto their mobile phones for personal use by that Customer, provided that Licensee uses secured technology in accordance with industry standards to safeguard the Compositions from unauthorized access or copying.

(v) To make server, incidental and buffer copies of the Ring Tones to facilitate the implementation of the rights granted in this License.

(vi) To allow end users to preview Licensee's service via use of segments of the Ring Tones not to exceed thirty (0:30) seconds each, limited to streaming only on Web sites that provide Licensee's services. In no event shall the Compositions be used in any endorsements, commercials or co-/cross-promotions of any service, product or entity, including but not limited to Licensee's Ring Tone Service.

All of the foregoing activities shall be performed at Licensee's sole expense. The license granted under this agreement is referred to herein as the "License". As used herein, "Ring Tone Service" shall mean the provision of Ring Tones, via Licensee's proprietary Web site, to Customers for their personal use.

(b) The term of the License (the "Term") shall be for one (1) year, commencing on February 3, 2003 and expiring on February 2, 2004, unless terminated earlier in accordance with Article 5 below. It is understood, though, that Customers may continue to use in the manner specified herein, after the Term, the Ring Tones downloaded onto their cellular phones during the Term.

(c) Zomba expressly reserves all rights now known or hereafter to become known in the Compositions. All rights, title and interest in and to the Compositions (and as re-recorded by or on behalf of Licensee) in all media now known or hereafter developed, are owned and retained solely and exclusively by Zomba.

2. Operating Procedures

(a) Licensee shall present a list of requested compositions to Zomba which Licensee desires to license, which list shall be supplemented from time to time by Licensee. Zomba shall determine in its sole discretion to license such compositions to Licensee hereunder. Zomba shall notify Licensee in writing which compositions are approved and such approved compositions shall be deemed to be added to Exhibit A and shall become subject to all the terms and conditions of this License (individually and collectively, the "Compositions").

(b) Licensee will comply with all restrictions relating to territory, name and likeness, use restrictions and other restrictions to which Zomba is contractually bound. Zomba will inform Licensee of such restrictions when the Compositions are added to Exhibit A.

(c) Where practicable Licensee shall cause to be printed on all physical and digital materials used in connection with exploitation of the Compositions, the title of the Compositions, the names of the songwriter(s), notation that Licensee is the licensee of Zomba and an appropriate copyright notice. Any act or omission by Licensee not in compliance herewith shall

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be without the authority of Zomba. Notwithstanding the foregoing, any inadvertent failure to provide such credit shall not be a material breach of this License and Licensee agrees to prospectively cure any such credit omission.

(d) Upon request, Zomba shall endeavor to identify for Licensee the genre of each Composition subject hereto.

(e) In the event Zomba shall request Licensee to cease using any Composition, Licensee shall do so soon as practicable after receiving notice, but not later than three (3) business days after receiving such notice. Notwithstanding the foregoing, in the event that (i) Zomba no longer has rights to exploit certain Compositions, or (ii) upon written notice by Zomba to Licensee that, in Zomba's reasonable discretion, any use of the Compositions is likely to generate any legal claims, or (iii) there is a security breach in Licensee's encryption technology, Zomba may require Licensee to immediately cease distribution and accessibility of certain Compositions, and Licensee shall cooperate with such requests on an immediate basis.

(f) Upon request, except as prohibited by law or other third party confidentiality agreement, Licensee shall make available to Zomba whatever Customer data Licensee maintains relating exclusively to Customers who downloaded Ring Tones licensed hereunder. Such data shall be made available to Zomba in all formats maintained by Licensee, or other formats convertible therefrom (which conversion shall be at Zomba's expense) and to the extent permitted by Licensee's customers and/or partners. Such data shall be confidential and Zomba will not sell or provide to third parties such data without consent in each such instance.

3. Royalties

(a) In consideration of the rights granted herein, Licensee shall pay to Zomba a license fee of: (i) Twenty Dollars ($20.00) for each Ring Tone copied to the master server, which is non-recoupable, plus (ii) the greater of Ten Cents ($0.10) for each completed download of a Ring Tone to a Customer (regardless of whether any charge is made to or collected from the Customer therefor) or Ten Percent (10%) of gross revenues generated by Licensee in connection with Licensee's Ring Tone Service. All sums shall be based on Zomba's pro-rata share of the copyright interest in and to the Compositions as set forth on Schedule A.

(b) Upon the execution of this License, Licensee shall pay to Zomba a non-returnable advance ("Advance") of One Thousand Five Hundred Dollars ($1,500.00) recoupable from the royalties payable under subparagraph 3(a)(ii) above.

(c) With respect to any and all incidental and/or buffer copies made of the Ring Tones to facilitate the implementation of the rights granted in this License, Licensee shall pay to Zomba the sum of One Dollar ($1.00), receipt of which is hereby acknowledged.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses are required in connection with its Ring Tone Service throughout the Territory.

(e) Licensee and Zomba shall endeavor to achieve as transparent a royalty accounting system hereunder as technically is feasible. Without limitation of Zomba's rights under subparagraph 4(d) below, from time to time during the Term upon reasonable notice, but no more often than quarterly, Licensee shall permit Zomba access to the relevant portions of

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Licensee's computer systems so as to allow Zomba to directly verify the number and location of each download of a Ring Tone hereunder.

4. Royalty Accountings

(a) Within forty-five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30, and December 31, Licensee will render to Zomba a true and detailed accounting of all Ring Tones deriving from the Compositions downloaded hereunder during the period concerned, directed to:

Zomba Music Publishing
Attn: Nancy Bloom - Associate Director, Business Affairs
138 W. 25th Street
New York, New York 10001

Each accounting period shall report each Composition by title and country, the number of downloads and the resultant royalty hereunder. Each accounting shall be accompanied by payment to Zomba of all royalties due. Upon Zomba's request, Licensee shall furnish such statement in electronic or digital form.

(b) No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Zomba shall provide Licensee with a current W-9 form.

(c) All payments to Zomba shall be remitted in United States Dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange in effect on the date the statement concerned is rendered.

(d) Licensee shall maintain accurate and complete records and books of account covering the licensing of the Compositions under the License and containing all other information needed to compute and verify the amounts payable to Zomba hereunder. Zomba may audit those books and records within two (2) years after rendered and no more frequently than semi-annually. Zomba may make such an examination for a particular statement only once. Zomba may conduct such audit only during Licensee's usual business hours, and only at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice. Such audit shall be conducted at Zomba's sole expense; provided, however, that if, as a result of any audit, it is determined that Licensee has understated the royalties due to Zomba by ten percent (10%) or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Zomba for the cost of the audit.

(e) All payments becoming due to Zomba under this agreement will be made in full without any charge for bad debt, free goods, discounts, container charge, service charge or any other offset or deduction whatsoever.

(f) If Licensee is actually prevented by law or government order from making any payment to Zomba in United States Dollars, Licensee will promptly notify Zomba and will not commingle the moneys concerned with Licensee's other assets or with the property of any other person, but will hold these moneys separately and in trust for Zomba or deposit them as Zomba instructs in writing. Licensee will continue to be obligated for each such amount until Zomba (or the depository so designated by Zomba) has actually received it.

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5. Termination

(a) Zomba may terminate the License by giving Licensee notice if Licensee violates any of its obligations, representations and/or or warranties under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Zomba's satisfaction within thirty (30) days after Zomba gives Licensee notice of it.

(b) The License will terminate automatically, without notice, if any of the following circumstances occurs:

(i) If Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent and it is not dismissed within ten (10) days of such event.

(ii) If a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property and it is not dismissed within ten (10) days of such event.

(c) A termination of the License under this Article 5 will not limit or affect any of Zomba's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Compositions, nor of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and furnish to Zomba an affidavit of destruction within fifteen (15) days after the end of the Term.

6. Assignment

Neither Party may assign this License or transfer its rights, duties or obligations under this License to any other entity, without prior written consent of the other Party, except that: (a) Zomba may, upon written notice and without Licensee's prior consent, assign this License, or any of its rights hereunder, to an entity that controls, or is controlled by, or is under common control of Zomba, or in connection with any merger, acquisition, divestiture, consolidation or other corporate reorganization of Zomba, and (b) Licensee may assign this License, or any of its rights hereunder, to an entity that controls, or is controlled by, or is under common control of Licensee, or in connection with any merger, acquisition, divestiture, consolidation or other corporate reorganization of Licensee provided that the assignee assumes all of Licensee's obligations, responsibilities and liabilities in writing and that Licensee remains primarily liable. Any attempt to assign or otherwise delegate any rights, duties or obligations hereunder in contravention of this paragraph 6 will be void and of no force or effect and Zomba may immediately terminate this License. This License will bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

7. Notices

All notices under this agreement will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other addresses as either party shall designate. Notices shall be deemed given when mailed, except

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that notice of change of address shall be effective only from the date of its receipt. Each notice shall be sent to:

To Licensee: At the address set forth on the first page hereof

To Zomba: Zomba Music Publishing, 138 West 25th Street, New York, New York 10001, attention: Sr. Vice President, Business Affairs

or to such other address(es) as to which the noticing party shall have theretofore received written notice. All notices to the parties hereto shall be in writing and shall be sent by overnight delivery or facsimile with written confirmation if such notice requires a response or action within a set time period thereunder. The date of mailing shall be the date of the giving of notice.

8. Warranties, Representations, Indemnities

(a) Zomba represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Exhibit A):

(i) Zomba has full right, power and authority to enter into this License and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) Zomba will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Zomba administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this License upon the terms and conditions set forth herein.

(ii) The Recordings, Ring Tones and any other content, materials or technology provided, made available or used by Licensee shall not infringe upon any third-party rights.

(iii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iv) Licensee shall comply with all applicable federal, state and local laws, rules and regulations in the performance of its obligations hereunder.

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BA/B

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Brian Garra COO

Zomba Enterprises Inc.
Zomba Songs Inc.
Zomba Melodies Inc.

By: _____
Rachelle Greenblatt

EXHIBIT "A"
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"5 6 7 8"	S. Crosby, B. Upton	50%
"18 Til I Die"	R. J. Lange, B. Adams	50%
"9 Teen 90 Nine"	F. Durst, Rivers, Borland, Otto, Dimant	100%
"(If You're Not In It For Love) I'm Outta Here"	R.J. Lange, S. Twain	50%
"(You Drive Me) Crazy"	M. Martin, P. Magnusson D. Krueger, J. Eloffson	81.25%
"A Lesson Learned"	F. Durst, Otto, Borland, Dimant, Rivers	100%
"A Place For My Head"	C. Bennington, R. Bourdon, B. Delson, M. Shinoda, J. Hahn	100%
"A Space Age Love Song"	Maudsley, Reynolds, Score, Score	100%
"A Woman's Threat"	R. Kelly	100%
"Aaron's Party (Come Get It)"	B. Kierulf, J. Schwartz	100%
"Ain't Got Nothing, If You Ain't Got Love"	R. J. Lange, M. Bolton	50%
"All For Love"	R. J. Lange, B. Adams M. Kamen	33.34%
"All I Have To Give"	Full Force	100%
"All I Want Is You"	R. J. Lange, B. Adams	50%
"All I Want To Do Is Make Love To You"	R. J. Lange	100%
"All Of My Days"	R. Kelly	100%
"The Answer To Our Life"	H. Dorough, N. Carter, B. Littrell, A. McLean, K. Richardson	100%
"Any Man Of Mine"	R. J. Lange, S. Twain	50%

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"Anywhere For You"	W. Perry, G. Baker	100%
"As Long As You Love Me"	Max Martin	100%
"...Baby One More Time"	M. Martin	100%
"Back & Forth"	R. Kelly	100%
"Back To Your Heart"	K. Richardson, J. Blume, G. Baker	100%
"Before The Night Is Over"	M. Martin, B. Adams	50%
"The Best Of Me"	R. J. Lange, B. Adams	50%
"Boiler"	F. Durst, Rivers, Borland, Otto Dimant	100%
"Born To Make You Happy"	A. Carlsson, K. Lundin,	100%
"Boxerbeat"	D. Collard, R. Marche, T. Ball	100%
"Break Stuff"	F. Durst, Rivers, Borland, Otto, Dimant	95%
"Breathless"	R. J. Lange, S. Corr, A. Corr, C. Corr, J. Corr	50%
"Bringin' Da Noise"	JC Chasez, V. Renn	100%
"Bump N' Grind"	R. Kelly	100%
"By Myself"	C. Bennington, R. Bourdon, B. Delson, J. Hahn, M. Shinoda	100%
"Bye Bye Bye"	A. Carlsson, J. Schulze, K. Lundin	100%
"The Call"	M. Martin, R. Yacoub	100%
"Calypso Crazy"	B. Ocean, R.J. Lange	100%
"Can I Touch You...There"	R. J. Lange, N. Rodgers, M. Bolton, B. Edwards	60%
"Can We"	A. Greggs, L. Daniels, R. Jerkins	25%

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"Cannonball"	K. Deal	100%
"Can't Stop This Thing We Started"	R. J. Lange, B. Adams	50%
"Caribbean Queen"	K. Diamond, B. Ocean	100%
"Cloud Number Nine"	M. Martin, G. Peters B. Adams	33.34%
"The Colour Of Love"	B. Eastmond, W. Brathwaite, C. Ocean, J. Skinner	100%
"Come On Over"	R. J. Lange, S. Twain	50%
"Cotton Eye Joe"	J. Ericsson, P. Reiniz, Orban	100%
"Crawling"	R. Bourdon, C. Bennington, Delson, Hahn, Shinoda	100%
"Cure For The Itch"	R. Bourdon, C. Bennington, Delson, Hahn, Shinoda	100%
"Darlin'"	T. Allen, M. Morton	60%
"Dear Diary"	B. Spears, J. Blume, E. Wilde	100%
"Dedicated"	R. Kelly	100%
"Do I Have To Say The Words"	R. J. Lange, B. Adams J. Vallance	33.34%
"Do Ya Do Ya Wanna Please Me"	M. Bissell, G. Richardson	100%
"Do You Believe In Love"	R. J. Lange	100%
"Don't Go Off Wandering"	F. Durst, Rivers, Borland, Otto, Dimant	100%
"Don't Want You Back"	M. Martin	100%
"Don't Wanna Lose You Now"	M. Martin	100%
"Don't Be Stupid (You Know I Love You)"	R. J. Lange, S. Twain	50%

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"Don't Let Me Be The Last To Know"	R. J. Lange, K. Scott S. Twain	70%
"Don't Try To Stop It"	Bonhomme	100%
"Down Low (Nobody Has To Know)"	R. Kelly	100%
"Dreams"	T. Laws, G. Bobb	50%
"Drowning"	A. Carlsson, R. Yacoub, L. Thompson	66.67%
"E-Mail My Heart"	E. F. White	100%
"Elephant Stone"	I. Brown, J. Squire	100%
"Everybody (Backstreet's Back)"	M. Martin, D. Volle	100%
"Everything"	F. Durst, Rivers, Borland, Otto	100%
"Everything I Do I Do It For You"	R. J. Lange, B. Adams, M. Kamen	18.75%
"Feed My Frankenstein"	Cooper, Richard, Manning, Coler	50%
"Final Heartbreak"	E. F. White	100%
"Fly (Featuring Super Cat)"	W. Maragh, A. Shacklock, S. Frazier R. Sheppard, M. McGrath, M. Karges J. Nichol	16.67%
"Fool Again"	P. Magnusson, D. Kreuger J. Elofsson	70%
"Fool's Gold"	I. Brown, J. Squire	100%
"For The Girl Who Has Everything"	J. Skinner, V. Renn	100%
"Forgotten"	R. Bourdon, M. Shinoda, B. Delson J. Hahn, C. Bennington, D. Farrell, M. Wakefield	100%
"Freaks Come Out At Night"	L. Smith, J. Hutchins	100%
"Fresh Prince Of Bel-Air"	W. Smith, J. Townes	100%

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"Friends"	L. Smith, J. Hutchins	100%
"From The Bottom Of My Broken Heart"	E. F. White	100%
"Full Nelson"	F. Durst, Rivers, Borland, Otto, Dimant	100%
"From This Moment On"	R.J. Lange, S. Twain	40%
"Get Down (You're The One For Me)"	B. Aris, T. Coltura, J. McGuffey	9.37%
"Get Outta My Dreams, Get Into My Dreams"	B. Ocean, R.J. Lange	100%
"Giddy Up"	V. Renn, J. Timberlake, C. Kirkpatrick, J. Fatone, L. Bass	64%
"Gina"	K. Alexander, R. Halligan M. Bolton	33.34%
"Gotham City"	R. Kelly	100%
"Groove Is In The Heart"	J. Davis (p/k/a "Q-Tip"), K. Kier D. Chung, D. Brill, H. Hancock	7.5%
"Half A Heart"	S. Lewis, A. Anders, N. Haasman	33.34%
"Have You Ever Really Loved A Woman?"	R.J. Lange, B. Adams, M. Kamen	33.33%
"Hey Mr. DJ (Keep Playin' This Song"	L. Campbell, T. Allen, J. Skinner	100%
"Hit Me Like A Hammer"	H. Lewis, R. J. Lange	70%
"Hold On"	F. Durst, Rivers, Borland, Otto, Dimant, Weiland	83.33
"Home Ain't Where The Heart Is (Anymore)"	R. J. Lange, S. Twain	50%
"Honey I'm Home"	R. J. Lange, S. Twain	50%
"Honey Love"	R. Kelly	100%

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"I Am The Resurrection"	I. Brown, J. Squire	100%
"I Believe I Can Fly"	R. Kelly	100%
"I Can't Sleep Baby (If I)"	R. Kelly	100%
"I Don't Want To"	R. Kelly	100%
"I Finally Found Someone"	R. J. Lange, B. Adams, M. Hamlisch, B. Streisand	25%
"I Just Wanna Be With You"	Full Force	75%
"I Promise You"	R. J. Lange, M. Bolton	75%
"I Need You Tonight"	A. Fromm	100%
"I Ran"	Score, Score, Maudsley, Reynolds	100%
"I Said I Loved You, But I Lied"	R. J. Lange, M. Bolton	75%
"I Wanna Be Adored"	I. Brown, J. Squire	100%
"I Wanna Know"	J. Thomas, J. Skinner	66.67%
"I Wanna Rock"	D. Snider	100%
"I Want It That Way"	M. Martin, A. Carlsson	100%
"I Will Be There"	A. Carlsson, M. Martin	100%
"I Will Still Love You"	E.F. White	100%
"I Wish"	R. Kelly	100%
"If I Could Turn Back The Hands Of Time"	R. Kelly	100%
"If I Don't Have You"	W. Perry, G. Baker, T. Allen	100%
"If I Let You Go"	P. Magnusson, D. Kreuger J. Elofsson	70%
"If Walls Could Talk"	R. J. Lange	100%
"I'll Never Break Your Heart"	E. Wilde, A. Manno	100%

BG
BB

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"I'm Already There"	G. Baker, F. Myers, R. McDonald	66.67%
"I'm Broke"	F. Durst, Rivers, Borland, Otto, Dimant	100%
"I'm Not Made Of Steel"	R. J. Lange, D. Warren M. Bolton	33.34%
"I'm Not Strong Enough To Say No"	R. J. Lange	100%
"I'm Your Angel"	R. Kelly	100%
"In The End"	C. Bennington, R. Bourdon, B. Delson, M. Shinoda, J. Hahn	100%
"It'll Be OK	F. Durst, Rivers, Borland, Otto, Dimant	100%
"It's Gonna Be Me"	A. Carlsson, M. Martin, Rami	100%
"It's Gotta Be You"	R. J. Lange, M. Martin	100%
"It's My Life"	M. Martin, R. Sambora J. Bon Jovi	33.34%
"It's My Life"	T. Friese-Greene, M. Hollis	25%
"It's The Way You Make Me Feel"	J. Elofsson	25%
"Irresistible"	R. J. Lange, S. Corr, A. Corr D. Corr, J. Corr	50%
"Jam It Jam"	A. Jolly, D. McConnell, M. Lewis	100%
"Johnny Friendly"	C. Bostock, D. Collard, T. Ball	100%
"Just Got Lucky"	C. Bostock, T. Ball	100%
"Just Like This"	F. Durst, Rivers, Borland, Otto, Dimant	100%
"Kiss Me At Midnight"	V. Renn	50%
"Larger Than Life"	M. Martin, K. Lundin, B. Littrell	100%
"Let Me Let Go"	S. Diamond, D. Morgan	50%

PA/B

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"Let's Make A Night To Remember"	R. J. Lange, B. Adams	60%
"Life's What You Make It"	T. Friese-Greene, M. Hollis	25%
"Living In Another World"	T. Friese-Greene, M. Hollis	25%
"Lucky"	M. Martin, Rami, A. Kronlund	75%
"Made of Stone"	I. Brown, J. Squire	100%
"Man! I Feel Like A Woman!"	R. J. Lange, S. Twain	50%
"Meet In The Middle"	J. Foster, D. Pfrimmer, C. Hartford	66.67%
"The More You Live, The More You Love"	Maudsley, Reynold, Score, Score	100%
"Motormania"	Bonhomme, Durno, Lambert	100%
"Mr. Gorgeous (& Miss Curvaceous)	N. Miranda, M. Brown, C. Franck	100%
"My Generation"	F. Durst, Rivers, Borland, Otto, Dimant	100%
"My Love"	P. Magusson, D. Kreuger J. Elofsson, P. Nylen	37.5%
"My Name Is Not Susan"	E.F. White	100%
"My Way"	F. Durst, Borland, Otto, Rivers, Dimant	85%
"No One Else Comes Close"	W. Perry, G. Baker, J. Thomas	100%
"No Strings Attached"	JC Chasez, A. Greggs, B. Daymond	75%
"Nobody Like You"	F. Durst, Rivers, Borland, Otto, Dimant, Weiland	83.34
"Nookie"	F. Durst, Rivers, Dimant, Borland, Otto	100%
"Old Pop In An Oak"	P. Edenberg	100%
"The One"	M. Martin, B. Littrell	100%

BG/B

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"The One"	F. Durst, Rivers, Borland, Otto, Dimant	100%
"One Kiss From You"	S. Lunt	100%
"One Love"	I. Brown, J. Squire	100%
"One Step Closer"	C. Bennington, R. Bourdon E. Delson, J. Hahn, M. Shinoda	100%
"The Only Thing That Looks Good On Me Is You"	R. J. Lange, B. Adams	50%
"Oops!...I Did It Again"	M. Martin, Rami	100%
"Papercut"	R. Bourdon, C. Bennington, B. Delson, H. Hahn, M. Shinoda	100%
"Please Forgive Me"	R. J. Lange, B. Adams	75%
"Points Of Authority"	C. Bennington, R. Bourdon, B. Delson, J. Hahn, M. Shinoda	100%
"Pushing Me Away"	C. Bennington, R. Bourdon, B. Delson, J. Hahn, M. Shinoda	100%
"Quit Playing Games With My Heart"	H. Crichlow, M. Martin	50%
"Re-Arranged"	F. Durst, Otto, Rivers, Borland, Dimant	90%
"Rock This Country"	R.J. Lange, S. Twain	50%
"Rollin' (Air Raid Vehicle)"	F. Durst, Rivers, Borland, Otto, Dimant, Dean	55%
"Runaway"	C. Bennington, R. Bourdon, B. Delson, J. Hahn, M. Shinoda, M. Wakefield	100%
"Said I Loved You...But I Lied"	R.J. Lange, M. Bolton	75%
"Sally Cinnamon"	I. Brown, J. Squire	100%

P/G
B

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"Sex Me"	R. Kelly	100%
"Shape Of My Heart"	M. Martin, Rami, L. Miskovsky	66.67%
"She Bangs The Drums"	I. Brown, J. Squire	100%
"She's Got That Vibe"	R. Kelly, B. Hankerson	100%
"Show Me The Meaning Of Being Lonely"	M. Martin, H. Crichlow	50%
"Show Me What You Got"	F. Durst, Rivers, Borland, Otto, Dimont	100%
"Soda Pop"	E.F. White, M. Henry	100%
"Sometimes"	J. Eloffson	25%
"Space Cowboy (Yippie-Yi Yay)"	JC Chasez, A. Greggs, B. Daymond	87.5%
"Spanish Eyes"	A. Fromm, S. Linzer	100%
"Stand By"	Lambert	100%
"Stop The Cavalry"	J. Lewie	100%
"Stroke You Up"	R. Kelly	100%
"Stronger"	Rami, M. Martin	100%
"Stutter" (Album Version)	R. Hamilton, E. Dixon	100%
"Suddenly"	B. Ocean, K. Diamond	100%
"Thank You For Being A Friend"	A. Gold	100%
"That Don't Impress Me Much"	R. J. Lange, S. Twain	50%
"That's The Way It Is"	A. Carlsson, K. Lundin, M. Martin	100%
"There'll Be Sad Songs (To Make You Cry)"	B. Eastmond, W. Brathwaite B. Ocean	100%
"There'll Never Be Another Tonight"	R. J. Lange, B. Adams J. Vallance	33.34%

BT TB

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"These Dreams	B. Taupin, M. Page	100%
"Thinkin' About You"	E.F. White, M. Henry	100%
"Thought I'd Died And Gone To Heaven"	R. J. Lange, B. Adams	50%
"Touch Me (I Want Your Body)"	J. Astrop, P. Harris, M. Shreeve	100%
"Transfer Affection"	Maudsley, Reynolds, Score, Score	100%
"Trust?"	F. Durst, Rivers, Borland, Otto, Dimant	100%
"Underwater Love"	N. Miranda, M. Brown, L Bonfa	75%
"Until The Time Is Through"	M. Martin, A. Carlsson	100%
"The Voice Of My Heart"	R. J. Lange, D. Child, D. Warren M. Bolton	30%
"Waterfall"	I. Brown, J. Squire	100%
"We Built This City"	M. Page, B. Taupin, D. Lambert, P. Wolf	40%
"Welcome To Atlanta"	J. Hutchins, J. Fletcher, L. Smith, J. Dupri, C. Bridges, F. Perren, C. Perren	15%
"We're Not Gonna Take It"	D. Snider	100%
"We've Got It Going On"	M. Martin, D. Volle, H. Crichlow	100%
"What It Takes"	B. Croker	100%
"What The World Is Waiting For"	I. Brown, J. Squire	100%
"When"	R. J. Lange, S. Twain	50%
"When A Woman's Fed Up"	R. Kelly	100%
"When The Going Gets Tough, The Tough Get Going"	B. Ocean, R.J. Lange, B. Eastmond W. Brathwaite	100%

EXHIBIT "A" (cont.)
LIST OF APPROVED COMPOSITIONS FOR RINGTONES

Composition	Writer(s)	Percentage Controlled
"Who's Bed Have Your Boots Bin Under"	R. J. Lange, S. Twain	50%
"Who's That Girl"	G. Teren, III, S. Bentley,	33.33%
"Who's That Girl" (She's Got It)	Maudsley, Reynolds, Score, Score	100%
"Whole Wide World"	E. Goulden	100%
"Will You Be There (In The Morning)"	R. J. Lange	100%
"Wish You Were Here"	T. Agelii-Leskela	100%
"Wishing (If I Had A Photograph Of You)	Maudsley, Reynolds, Score, Score	100%
"With You"	N. Miranda, M. Salazaar	50%
"With You"	C. Bennington, R. Bourdon C. Delson, J. Hahn, M. Shinoda	75%
"The Woman In Me (Needs The Man In You)"	R.J. Lange, S. Twain	50%
"The World's Greatest"	R. Kelly	100%
"Yes I Will"	B. Klerulf, J. Schwartz, A. McLean	100%
"You Are Not Alone"	R. Kelly	100%
"You Got It"	V. Renn	100%
"You Remind Me Of Something"	R. Kelly	100%
"You'll Always Find Me In The Kitchen At Parties"	J. Lewis, K. Trussell	100%
"Your Body's Callin'"	R. Kelly	100%
"You're Still The One"	R. J. Lange, S. Twain	40%
"You've Got A Way"	R.J. Lange, S. Twain	40%

Schedule A

List of Approved Compositions Uploaded by 9 Squared Inc.

Artist	Title	Writers	% Covered	Fixation
Linkin Park	A Place For My Head	C. Bennington, R. Bourdon, B. Delson, M. Shinoda, J. Hahn	100%	$ 20.00
Backstreet Boys	As Long As You Love Me	Max Martin	100%	$ 20.00
Britney Spears	Baby One More Time	M. Martin	100%	$ 20.00
Limp Bizkit	Boiler	F. Durst, Rivers, Borland, Otto Dimant	100%	$ 20.00
Limp Bizkit	Break Stuff	F. Durst, Rivers, Borland, Otto Dimant	100%	$ 20.00
The Corrs	Breathless	R.J. Lange, S. Corr, A. Corr, C. Corr, J.Corr	50%	$ 10.00
R Kelly	Bump N' Grind	R. Kelly	100%	$ 20.00
Breeders	Cannonball	K. Deal	100%	$ 20.00
Linkin Park	Crawlin	R. Bourdon, C. Bennington, Delson, Hahn, Shinoda	100%	$ 20.00
Limp Bizkit	Don't Go Off Wandering	F. Durst, Rivers, Borland, Otto Dimant	100%	$ 20.00
Deee-Lite	Groove Is In the Heart	J. Davis (p/k/a "Q-Tip"), K. Kier, D. Chung, D. Brill, H. Hancock	8%	$ 1.50
R Kelly	I Believe I Can Fly	R. Kelly	100%	$ 20.00
Twisted Sister	I Wanna Rock	D. Snider	100%	$ 20.00
R Kelly	I Wish	R. Kelly	100%	$ 20.00
Britney Spears	Lucky	M. Martin, Rami, A. Kronlund	75%	$ 15.00
Shania Twain	Man! I Feel Like a Woman	R.J. Lange, S. Twain	50%	$ 10.00
Limp Bizkit	Nookie	F. Durst, Rivers, Borland, Otto Dimant	100%	$ 20.00
Britney Spears	Oops I Did It Again	M. Martin, Rami	100%	$ 20.00
Linkin Park	Papercut	R. Bourdon, C. Bennington, Delson, Hahn, Shinoda	100%	$ 20.00
Linkin Park	Papercut	R. Bourdon, C. Bennington, Delson, Hahn, Shinoda	100%	$ 20.00
Linkin Park	Points of Authority	R. Bourdon, C. Bennington, Delson, Hahn, Shinoda	100%	$ 20.00
Limp Bizkit	Rollin	F. Durst, Rivers, Borland, Otto, Dimant, Dean	55%	$ 11.00
Backstreet Boys	Shape Of My Heart	M. Martin, Rami, L. Miskovsky	67%	$ 13.33
Linkin Park	With You	R. Bourdon, C. Bennington, Delson, Hahn, Shinoda	75%	$ 15.00
			Total	$ 415.83

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EXHIBIT CO 0406

RING TONE LICENSE

Agreement made February 1, 2003 between BMG Songs, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Jamdat Mobile, 3415 S. Sepulveda Blvd., #500, Los Angeles, CA 90034 (hereinafter "Licensee")

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on August 1, 2003 and expiring on August 1, 2004 ("the Term") to use the musical composition entitled "Mississippi Queen" written by David Rea, Felix Pappalardi, Laurence Laing and Leslie West ("the Composition"), which is controlled 100% by Licensor, as follows:

(i) To create an arrangement of the Composition consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording");
(ii) To transform the Recording into a mono or polyphonic ring tone format (a "Ring Tone");
(iii) To download or otherwise transmit (a "Download) the Ring Tone onto mobile telephones (for a fee or otherwise) for personal use by Licensee's customers (the "Customers"), for the express purpose of the Ring Tone sounding as a ringing alert on mobile telephones;
(vi) To promote and advertise segments of the Ring Tone (not to exceed thirty (30) seconds each) solely on Licensee's web site (i.e. a web site in which Customer can preview the Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) The Arrangement created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangement shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangement and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2 In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download of the Ring Tone, a sum equal to the ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Royalty"), provided that in no circumstances shall the Royalty be less than $.10 per Download irrespective of the price (if any) actually charged;

(b) A one-time non-recoupable fixing fee equal of $25 (the "Fixing Fee") which shall be payable promptly following execution of this agreement;

(c) An advance of $500 recoupable from all Royalties payable hereunder which shall be payable promptly following execution of this agreement;

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

3. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of all Ring Tones Downloaded. Each accounting shall report the number of Downloads

and the resultant Royalties due hereunder and be accompanied by payment to Licensor of all Royalties. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

4. (a) Licensee shall maintain accurate and complete records and books of account detailing all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

5 Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

6. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 6 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

7 (a) Licensor represents, warrants and agrees as follows:

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Composition is an original copyrighted work and in no way infringes the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Composition as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Composition, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

8. (a) For the avoidance of doubt, no rights are granted other than those expressly referred to herein

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By _____

Careers-BMG Music Publishing, Inc.

By: _____

Jamdat Mobile

By _____

EXHIBIT CO 0407

February 26, 2003

Kanematsu USA, Inc.
1785 Fox Drive
San Jose, CA 95131

Re: **Ring Tone License Agreement between Kanematsu USA, Inc. and BMG Songs, Inc. & Careers BMG Music Publishing Inc. dated January 1, 2003 (the "Agreement")**

Gentlemen:

When signed by the parties below, the following shall modify the Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. The Term of Agreement shall be deemed to have begun on February 15, 2003 and shall continue until February 14, 2004.

As modified above, the Agreement is hereby ratified, and apart from the foregoing, all terms and conditions of the Agreement shall remain in full force and effect.

Very truly yours,

Careers-BMG Music Publishing, Inc.

By: _____

BMG Songs, Inc.

By: _____

Agreed and Accepted:

Kanematsu U.S.A., Inc.

By: _____

FEB-26-03 WED 03:33 PM BMG MUSIC PUBLISHING FAX NO. 2129306625 P. 03/03

EXHIBIT CO 0408

RING TONE LICENSE

Agreement made January 1, 2003 b. .een BMG Songs, Inc. and Careers-BMG Musi .blishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "BMG") and 9 Squared, 1900 Wazee Street, Suite 20, Denver, CO 80210 (hereinafter "Licensee").

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of the United States ("the Territory") for a term commencing on January 1, 2003 and expiring on December 31, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in BMG's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. (a) Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the BMG Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $5,000 recoupable from all Royalties payable hereunder. Fifty percent (50%) of such advance shall be payable promptly following execution of this license agreement and the remaining fifty percent (50%) shall be payable promptly following February 15, 2003.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to BMG retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to BMG a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records BMG may make such an examination for a particular statement

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only once. BMG may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, at least thirty (30) days prior notice.

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

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10. This Agreement contains [illegible] of the terms agreed between the parties and r[illegible]laces any and all previous agreements whether written or oral concerning [illegible] subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: [illegible]

9 Squared

By: [illegible]

Coo 9squared Inc
Brian Casazza

Careers-BMG Music Publishing, Inc.

By: [illegible]

BC

EXHIBIT CO 0409

RING TONE LICENSE

Agreement made January 1, 2003 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "BMG") and Mobile Streams, Ltd., 9 the Broadway, Newbury, Berkshire, RG14 1AS, United Kingdom (hereinafter "Licensee").

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of the United States ("the Territory") for a term commencing on January 1, 2003 and expiring on December 31, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in BMG's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. (a) Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the BMG Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $10,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to BMG retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to BMG a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice

(b) Such audit shall be conducted MG's sole expense, except that if any audit re s an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all o terms agreed between the parties and repla any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Mobile Streams, Ltd.

By: _____

EXHIBIT CO 0410

RING TONE LICENSE

Agreement made January 1, 2003 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "BMG") and Kanematsu USA Inc., 1785 Fox Drive, San Jose, CA 95131 (hereinafter "Licensee").

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of the United States ("the Territory") for a term commencing on January 1, 2003 and expiring on December 31, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in BMG's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. (a) Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged.;

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the BMG Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). Promptly following complete execution of this license agreement, Licensee shall pay to BMG the sum of $5,000 which represents payment for the Fixing Fees due in connection with the first two hundred (200) 100% controlled Compositions (or the fractional equivalent thereof) converted to Ring Tones.

(c) An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to BMG retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to BMG a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and

verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular state [illegible] only once. BMG may conduct such audit or [illegible] ring Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains the terms agreed between the parties and re es any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Careers-BMG Music Publishing, Inc.

BMG Songs, Inc.

Kanematsu USA. Inc.

Shane Ambo, General Manager

EXHIBIT CO 0411

January 9, 2004

Mr. Tim Searela, CEO
Wap Online USA, LLC
1629 Washington Avenue 12
New Orleans, LA 70130

Re: **Ring Tone License Agreement between Wap Online USA, LLC and BMG Songs, Inc. & Careers BMG Music Publishing Inc. dated October 1, 2002 as amended November 26, 2002 (the "Agreement")**

Gentlemen:

When signed by the parties below, the following shall modify the Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. Term

The Term of Agreement shall continue without interruption until November 30, 2004, unless terminated earlier in accordance with Article 5 of the Agreement.

2. Advances

Upon execution of this amendment, Licensee shall pay to BMG a non-returnable advance of $3000 recoupable from all royalties payable under the Agreement.

As modified above, the Agreement is hereby ratified, and shall remain in full force and effect.

Very truly yours,

Careers-BMG Music Publishing, Inc

By: _____

BMG Songs, Inc.

By: _____

Agreed and Accepted:

Wap Online USA, LLC

By: _____

Waponline USA Renewal 1-9-03 (BMG)

January 9, 2004

Mr. Tim Saarela, CEO
Wap Oneline USA, LLC
1629 Washington Avenue 12
New Orleans, LA 70130

Re: **Ring Tone License Agreement between Wap Oneline USA, LLC and Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc. dated November 15, 2001 as amended November 15, 2002 (the "Agreement")**

Gentlemen:

When signed by the parties below, the following shall modify the Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. Term

The Term of Agreement shall continue without interruption until November 30, 2004, unless terminated earlier in accordance with Article 5 of the Agreement.

2. Advances

Upon execution of this amendment, Licensee shall pay to Zomba a non-returnable advance of $3000 recoupable from all royalties payable under the Agreement.

As modified above, the Agreement is hereby ratified, and shall remain in full force and effect.

Very truly yours,

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Agreed and Accepted:

Wap Oneline USA, LLC

By: _____

EXHIBIT CO 0412

RING TONE LICENSE

Agreement made October 1, 2002 betw. , BMG Songs, Inc. and Careers-BMG Music P: ning, Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "BMG") and Mitsui Comtek Corp., 20300 Stevens Creek Boulevard, Suite 300, Cupertino, CA 95014 (hereinafter "Licensee").

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of the United States ("the Territory") for a term commencing on October 1, 2002 and expiring on September 30, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed sixty (60) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers").
(v) To download and permanently save Ring Tones onto mobile telephones or similar mobile devices (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such devices;
(vi) To promote and advertise segments of the Ring Tones (not to exceed sixty (60) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) and/or mobile devices in order for Customers to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in BMG's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. (a) Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time (a "Restricted Composition"). In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice (a "Restriction Notice"). BMG warrants and represents that Licensee shall have no liability with respect to the Downloads of Restricted Compositions which occur prior to Licensee's receipt of the applicable Restricted Notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged. For avoidance of doubt, the Royalty shall not be due in connection with any previews of Ring Tones (unless such Ring Tone is later Downloaded by the applicable Customer).

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the BMG Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). Promptly following execution of this agreement, Licensee shall pay to BMG the sum of $5,000 which shall represent a pre-payment of the Fixing Fees due for the first two hundred (200) 100% controlled Compositions converted to Ring Tones;

(c) An advance of $5,000 which shall be recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with a substantially similar Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to BMG retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to BMG a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2(a) above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied

by payment to BMG of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire ' 'evard, Beverly Hills, CA 90213, attn: Director 'oyalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction. It is acknowledged and agreed that Customers may continue to use Ring Tones Downloaded during the Term following the expiration of the Term.

8. (a) BMG represents, warrants and agrees as follows (with respect to the BMG Share of the Compositions described in Schedule A):

(i) BMG has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) BMG will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom BMG administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from BMG, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy ial activities or other unauthorized use of the Tones or the Compositions, or that has otherwise been designated by the A, IFPI or other such body as an illegal produc or distributor.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Careers-BMG Music Publishing, Inc.

BMG Songs, Inc.

Mitsui Comtek Corp.

Hitoshi Omezaki

November 26, 2002

Mr. Tim Saarela, CEO
Wap Online USA, LLC
1629 Washington Avenue 12
New Orleans, LA 70130

Re: **BMG Music Publishing, Inc. -w- Wap Online USA, LLC – Ring Tone License Agreement dated November 1, 2002 (the "Agreement")**

Dear Tim:

The following shall be deemed to modify the referenced Agreement. All terms used herein shall be accorded the definitions provided in the Agreement:

1. Term

The Term of the Agreement shall continue, without interruption, until November 30, 2003, unless terminated earlier in accordance with Article 5 of the Agreement.

2. Advance

Upon the execution of this amendment, Licensee shall pay to BMG a non-returnable advance of $3,000 recoupable from all royalties payable under the Agreement.

As modified above, the Agreement is hereby ratified and shall remain in full force and effect.

Very truly yours,

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Agreed and accepted:

WAP Online USA, LLC

_____
Tim Saarela

EXHIBIT CO 0413

RING TONE LICENSE

Agreement made October 1, 2002 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "BMG") and Sprint Spectrum LP, 6160 Sprint Parkway, Overland, Kansas 6251 (hereinafter "Licensee").

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of the United States ("the Territory") for a term commencing on October 1, 2002 and expiring on September 30, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in BMG's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. (a) Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time due to an objection or claim received from the writer(s), co-publisher(s) or owner(s) of such Compositions. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so no later than 72 hours after receiving notice from BMG.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) (i) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged.

(ii) It is understood and agreed that certain Customers pay to Licensee a monthly recurring charge which enables such Customers to Download up to a set number of Ring Tones on a monthly basis. The Royalty due in connection with such Downloads shall be the BMG Share of each applicable Composition multiplied by the greater of 10% of the average per download sale price applicable to the Customers monthly service or $.10. By way of example, if a Customer's monthly recurring charge is $10 per month for eight (8) ring tones, then the average price for each ring tone downloaded would be $1.25 and the resultant royalty due on a 100% BMG controlled Composition would be $.12.

(iii) It is understood and agreed that as part of Licensee's service to its Customers Licensee allows its Customers to re-download previously purchased ring tones free of charge, i.e. a Customer may download a certain ring tone, delete such ring tone from his or her mobile device, then at a later date re-download such ring tone without further cost (a "Repeat Download"). BMG agrees that no Royalty will be due in connection with Repeat Downloads provided that such Customer(s) are not charged any fees in connection with same.

(b) An advance of $15,000 recoupable from all Royalties payable hereunder.

(c) If at any time during the Term hereof Licensee pays any royalty rate per Download or Repeat Download to any other publisher or administrator of musical compositions (an "Other Publisher"), solely for the right to use such Other Publisher's compositions, with no additional rights or services provided by such Other Publisher (i.e. the creation of the ring tones), as part of Licensee's ring tone service within the Territory, higher than the Royalty specified hereunder, or any fixing fee to any Other Publisher in connection with the uploading or creation of Ring Tones within the Territory, on a per composition basis or

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otherwise, Licensee shall pay such higher royalty or fixing fee to BMG retroactively to the first accounting period during which such higher royalty or fixing fee is accrued to such Other Publisher.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to BMG a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title and songwriter(s) and/or song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction. It is acknowledged and agreed that Customers may continue to use any Ring Tones Downloaded during the Term following the expiration of same.

8. (a) BMG represents, warrants and agrees as follows (with respect to the BMG Share of the Compositions described in Schedule A):

(i) BMG has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) BMG will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom BMG administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

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(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from BMG, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Neither party Licensee shall issue any press releases or other forms of publicity materials which make reference to the other party or this agreement without the prior written consent of the other party.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising therefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Careers-BMG Music Publishing, Inc.

By: _____

BMG Songs, Inc.

By: _____

Sprint Spectrum LP

By: _____

OCT-09-02 WED 10:41 AM BMG MUSIC PUBLISHING FAX NO. 2129306625 P. 05

BMG SON	ISWC #	SONGTITLE	LAST NAME	:ENTAGE CONTROLLED	AFFIL.	© Date	[redacted]	Artist Details (Principle)
0260889		#1	Haynes/Yaghnam	50.00	ASCAP	2001		Nelly
0060524		(AM I) A FOOL IN LOVE	Turner	100.00	BMI	1964		Ike & Tina Turner
0013442		(CAN'T LIVE WITHOUT YOUR) LC	Nelson/Nelson/Tanner	(Publishing only) 16.66	ASCAP	1990		
0013560		(I LOVE) BEING IN LOVE WITH Y(	Gibb/Gibb/Gibb	100.00	BMI	1985		
0017854		(IT'S ALWAYS GONNA BE) SOME	Dunn/Shapiro/Water	33.33	BMI	1991		Dunn, Holly
0021427		(LOVE IS) THICKER THAN WATE	Gibb/Gibb	50.00	BMI			
0013976		(WE ARE) ATOMIC	Gibb/Gibb	100.00	BMI			
0211251		(YOU DRIVE ME) CRAZY	Elofsson/Sandberg/Magnusson/Kre	25.00	BMI	1999		Britney Spears
0224836		1000 JULYS	Cadogan/Jenkins/Salazar/Hargreav	50.00	BMI	2000		Third Eye Blind
0214538		2 IN A MILLION	Ellis/Dennis	50.00	PRS	2000		
0263200	T-071.35	20 DOLLARS	Isaac/Green	35.00	BMI	2001		Angie Stone
0037436		21ST CENTURY SCHIZOID MAN	Lake/McDonald/Giles/Sinfield/Fripp	100.00	PRS			April Wine
0161373		3 LITTLE BIRDIES DOWN BEATS	Rowlands/Simons	75.00	PRS			
0061572		3 STRANGE DAYS	Clayton-Felt/Ward	100.00	ASCAP	1992		
0023831		30 YEARS OF TEARS	Hiatt	100.00	BMI	1990		Hiatt, John
0143773		4TH CHAMBER	Diggs/Coles/Grice	50.00	BMI	1995		Wu-Tang Clan
0226934		A BEEP AND A BED PAN	Manilow/Sussman/Feldman	100.00	BMI	1986		
0204991		A BODY GOES DOWN	Sheik	100.00	BMI	1998		Sheik, Duncan
0020568		A CHANCE FOR HEAVEN	Cross/Bacharach/Bayer-Sager	33.34	ASCAP	1984		
0013473		A CHILD, A GIRL, A WOMAN	Gibb	100.00	BMI	1970		
0016599		A FAMILY TIE	Prestwood	100.00	BMI	1991		O'connell, Maura
0137035		A FAR CRY FROM HIM	Giles/Longacre	25.00	BMI	1997		Regina Regina
0032443		A FISHERMAN'S TALE	Cross/Meurer	50.00	ASCAP	1992		
0013521		A HATFUL OF RAIN	Gibb	100.00	BMI			
0030110		A LITTLE TOO LOOSE	Gilbert/Sheehan	93.00	BMI	1991		Mr. Big
0026935		A LITTLE TRAVELING MUSIC PLE	Manilow/Sussman/Feldman	100.00	BMI	1989		
0013740		A LONELY VIOLIN	Gibb/Gibb/Gibb	100.00	BMI	1973		
		A PESAR DE TODO	Nelson	BMG DOES NOT CLAIM				Nelson Ned
0148565		A PICT SONG	Bragg	100.00	PRS			Bragg, Billy
0152107		A QUE TE PONGO	Lopez	100.00	ASCAP	1996		Illegales
0259715		A RUSH OF BLOOD TO THE HEA	Berryman/Buckland/Champion/Mart	100.00	PRS	2002		Coldplay
0043511		A TO THE K	Freese/Reyes/Muggerud	43.75	ASCAP	1995		Cypress Hill
0007451		A VER A VER, A MOVER LA COLI	Sarmiento/Iacopetti	100.00				
0335737		A WHISPER	Berryman/Buckland/Champion/Mart	100.00	PRS	2002		Coldplay
0072660		ABOVE AND BEYOND	Gibb/Gibb/Gibb	100.00	BMI	1993		
0191556		ABSURD	Bryant/Tournier/Fugler	100.00	PRS	1998		Fluke
0004735		AC DC	Chapman/Chinn	100.00	ASCAP	1978		
0143690		ACCIDENT WAITING TO HAPPEN	Bragg	100.00	PRS			Bragg, Billy
0129807		ACE IN THE HOLE	Ackins	100.00	ASCAP	1989		

0003558	ACE OF SWORDS, THE	Parsons/Woolfson	100.00	BMI	1981	
0185658	ACT ON IT	Vasquez/Cenac/Miller/Kluesner	13.33	ASCAP	1998	Funkdoobiest
0172079	ADAM'S DREAM	Gibb	100.00	BMI		
0040366	ADDICTED TO JESUS	Hogue/Licciardello/McKeehan	12.50	BMI	1992	Carman
0020110	ADDICTED TO THAT RUSH	Gilbert/Sheehan/Torpey	5.00	BMI	1989	
0257155	ADRIENNE	Band/Kamin	100.00	BMI	2001	The Calling
0024599	AFFECTION	Morris/Devaney/Stansfield	100.00	PRS		
0225040	AFRICA	Thompson/D'Angelo/Writer Unknow	15.00	BMI	2000	D'Angelo
0170075	AFRO (FREESTYLE SKIT)	Wright/Poyser	50.00	ASCAP	1997	Erykah Badu
0168215	AFTER ALL THIS TIME	Hiatt	100.00	BMI	1997	
0013474	AFTER DARK	Gibb/Gibb	100.00	BMI	1980	
0144011	AFTER THE RAIN	Harrington/Coomer/Beck	33.34	ASCAP	1996	Aaron & Jeoffrey
0193864	AGAINST THE LAW	Bragg/Guthrie	50.00	PRS		Bragg, Billy & Wilco
0073847	AGE OF LONELINESS	Coleman/Dudley/McCurly	2.50	PRS	1993	Enigma
0136706	AIN'T GOING DOWN (TIL THE SU	Blazy/Brooks/Williams	33.34	BMI	1993	Garth Brooks
0127120	AIN'T GONNA WORRY MY LIFE A	King	BMG DOES NOT CLAIM			
0061551	AIN'T GONNA HUSH	de Milo/Bihari/Bihari/Bihari	100.00	BMI		Johnny Guitar Watson
0013475	AIN'T GOT NO MONEY	Gibb/Gibb	100.00	BMI	1975	
0046036	AIN'T IT A SHAME	Manilow/Anderson	100.00	BMI		
0013476	AIN'T NOTHING GONNA KEEP MI	Gibb	100.00	BMI	1978	
0168349	AIN'T NUTHIN' WRONG	Beal/Sanchez/Gordon/Corley/Rodri	30.00	BMI		Room Service
0039339	AIN'T THAT SO	Ferry	100.00	PRS		Roxy Music
0326714	AIR FORCE ONES	Haynes/Harper/Kyjuan/Jones/Kent/	12.50	ASCAP	2002	Nelly
0007073	AIR FROM SUITE NO. 3 IN D	Galway	100.00	ASCAP		
0221221	AISHA	Hellier/Maguire/Holmes/Pop	33.34	PRS	1999	Death In Vegas
0013477	ALEXANDRIA GOOD TIME	Gibb	100.00	BMI		
0020582	ALIBI	Cross/Meurer	50.00	ASCAP	1988	
0147469	ALICE, WHO THE F... IS ALICE?	Chapman/Chinn	100.00	ASCAP		
0323494	ALISON	Costello	100.00	PRS		Elvis Costello
0013478	ALIVE	Gibb/Gibb	100.00	BMI	1972	
0030108	ALIVE AND KICKIN'	Gilbert/Pessis/Martin/Torpey/Sheeh	22.00	BMI	1991	Mr. Big
0157446	ALL ABOUT YOU	Jackson/Washington/Fula/Shakur/T	9.16	ASCAP		2 Pac
0013479	ALL AROUND THE CLOCK	Gibb/Gibb/Gibb	100.00	BMI	1968	
0021212	ALL AROUND THE WORLD	Morris/Devaney/Stansfield	100.00	PRS	1990	Lisa Stansfield
0051569	ALL BECAUSE OF YOU	Jones/Henderson	50.00	ASCAP	1994	Singletary, Daryle
0002731	ALL CRIED OUT	George/George/George/Bedeau/Ch	25.00	BMI	1985	Allure
0155811	ALL EYEZ ON ME	Jackson/Pennington/Shakur/Himes	50.00	ASCAP/	1996	2 Pac
0132007	ALL I NEED	Smith/Diggs	100.00	BMI	1995	Method Man
0207712	ALL I NEED IS EVERYTHING	Bergquist/Detweiler	100.00	ASCAP	2001	Over the Rhine
0207712	ALL I NEED IS EVERYTHING	Bergquist/Detweiler	100.00	ASCAP	2000	Various Artists

0032419		ALL I NEED IS YOU	Osborne/Fearn/Betts/Husbands	75.00	BMI	1991	
0036278		ALL I WANT IS YOU	Ferry	100.00	PRS		Roxy Music
0240747		ALL IN TOGETHER NOW	Diggs/Harris/Jones	25.00	BMI		Ol Dirty Bastard
0052202		ALL IS WELL	Kirkpatrick/Smith	50.00	BMI	1989	
0143813		ALL IS WELL	Cunningham/Huesmann	50.00	BMI	1996	
0174744		ALL MY CHRISTMASSES CAME A	Gibb/Gibb/Gibb	100.00	BM		
0151978		ALL MY DAYS	Krippayne/McKelvey	50.00	ASCAP	1995	
0164277		ALL MY ONLY DREAMS	Elias/Rogness	37.50	BMI	1996	
0036327		ALL NIGHT OPERATOR	Ferry	100.00	PRS		Bryan Ferry
0013480		ALL OUR CHRISTMASSES CAME	Gibb/Gibb/Gibb	100.00	BMI	1968	
0004157		ALL OUT OF LOVE	Davis/Russell	100.00	PRS	1980	Air Supply
0063822		ALL OVER THE WORLD	McDonald/Matthews/Feldman	50.00	ASCAP	1992	
0020583		ALL RIGHT	Cross	100.00	ASCAP	1983	Christopher Cross
0143962		ALL THAT I AM	Loftin/Gustafsson	100.00	ASCAP	1997	Joe
0057647		ALL THAT SHE WANTS	Ekberg/Berggren/Berggren/Berggre	100.00	STIM	1992	Ace of Base
0038348		ALL THE KING'S MEN	Cochrane	100.00	SOCAN		Tom Cochrane
0013481		ALL THE LOVE IN THE WORLD	Gibb/Gibb/Gibb	100.00	BMI	1983	
0205585		ALL THE PLACES (I WILL KISS Y(	Seal/Clemons/Clemons/Hall	40.00	ASCAP	1998	Aaron Hall
0026977		ALL THE TIME	Manilow/Panzer	100.00	BMI	1976	
		ALL THE TIME IN THE WORLD	BETH NEILSEN CHAPMAN/BILL L	NEED MORE INFORMATION			Chapman, Beth Nielsen
NEED MORE INFOR		ALL THE WAY	F. Lewis, K. Randolph				Haynes/Haque/Randolph
0013482		ALL THIS MAKING LOVE	Gibb/Gibb/Gibb	100.00	BMI	1975	Bee Gees (The)
0139801		ALL TOGETHER NOW	Forster	100.00	ASCAP		
0034163		ALL WOMAN	Morris/Devaney/Stansfield	100.00	PRS		
0211756		ALL YOU FASCISTS	Bragg/Guthrie	50.00	PRS		Bragg, Billy & Wilco
0048557		ALL YOU GET FROM LOVE IS A L	Eaton	100.00	ASCAP		Carpenters (The)
0216027		ALL YOU WANT	Armstrong/Armstrong/Herman	10.00	PRS	1999	Dido
0186463	T-070.25	ALLERGIC BOY	Williams	100.00	BMI	1998	Williams, Victoria
0265990		ALMOST DOESN'T COUNT	Roche/Pelken	50.00	ASCAP	1998	Brandy
0029220		ALMOST TOUCH THE STARS	Cross	100.00	ASCAP	1991	
0172764		ALONE	Gibb/Gibb/Gibb	100.00	BMI	1997	The Bee Gees
0013483		ALONE AGAIN	Gibb/Gibb	100.00	BMI	1971	
0050767		ALONE IN THE DARK	Hiatt	100.00	BMI	1987	
0053023		ALONG COMES A WOMAN	Cetera/Goldberg	50.00	ASCAP	1984	
0050768		ALREADY LOVED	Hiatt	100.00	BMI	1988	
0029254	T-070.23	ALRIGHT TONIGHT	Hiatt	100.00	BMI	1991	
0051594		ALRIGHTOKUHHUHAMEN	Mullins	100.00	ASCAP	1990	Paula Abdul
0184968		ALTER MANN	Kruspe/Lindemann/Landers/Lorenz/	100.00	GEMA	1998	Rich Mullins
0005203		ALWAYS	Sabu/Neal/Egizi	66.67	BMI	1987	Rammstein
0168049		ALWAYS SOMETHING TO REMIN	Beal/Anthony/White	80.00	BMI/ASC	1997	Force One Network Dave H
							Total Commitment

0001452	AMANDOTE	Valadez	100.00	SACM		
0019270	AMANECI EN TUS BRAZOS	Jimenez	100.00	SACM		Javier Solis
0006462	AMAR Y EL QUERER, EL	Alvarez-Belgbeder Perez/Romero	50.00			
0212924	AMAZED	Mayo/Lindsey/Green	33.34	BMI	1999	Lonestar
0036422	AMAZONA	Ferry/Manzanera	100.00	PRS		Roxy Music
0048845	AMERICA	Johns	37.50	BMI	1997	Waylon Jennings
0330598	AMERICA A O	Ross/Secon/Power	10.00	PRS	2002	Aaron Carter
0025942	AMERICA AMERICA	Armenteros Sanchez/Herrero Ibarz	100.00			
0327155	AMERICAN CHILD, AN	Wiseman/Vassar	50.00	ASCAP		Phil Vassar
0003150	AMMONIA AVENUE	Parsons/Woolfson	100.00	BMI	1984	
0001540	AMOR ETERNO	Valadez	100.00	SACM	1990	
0259712	AMSTERDAM	Berryman/Buckland/Champion/Mart	100.00	PRS	2002	Coldplay
0224837	AN ODE TO MAYBE	Cadogan/Jenkins/Salazar/Hargreav	50.00	BMI	2000	Third Eye Blind
0002632	ANARCHY IN THE U.K.	Lydon/Cook/Jones/Matlock	25.00	PRS	1977	The Sex Pistols
0036403	ANGEL EYES	Ferry/MacKay	100.00	PRS		Roxy Music
0053814	ANGELS	Bannister/Grant/Chapman/Smith	25.00	ASCAP	1984	
0174155	ANGELS	Chambers/Williams	50.00	PRS	1999	
0147062	ANGELS ON YOUR PILLOW	Lee/Horner	100.00	ASCAP	1982	Feinstein, Michael/ Childrer
0235924	ANNIHILATION	Smart/Collins/Jenkins/Blenman/Sat	40.00	BMI	2000	Dilated Peoples
0176054	ANOMALY CALLING YOUR NAME	Transeau	100.00	GEMA	1998	Various Artists
0258055	ANOTHER CHANCE	Lukather/Sanchez	90.00	ASCAP	2002	Roger Sanchez
0253209	ANOTHER DAY IN PARADISE	Wiseman/Vassar	37.50	ASCAP		
0013488	ANOTHER LONELY NIGHT IN NE'	Gibb/Gibb	100.00	BMI	1985	Bee Gees
0202919	ANOTHER MAN'S DONE GONE	Bragg/Guthrie	50.00	PRS		Bragg, Billy & Wilco
0218586	ANOTHER MELLOW WINTER	Woodcock/Luginbuhl/Segen-Lours	100.00	SACEM		Mellow
0243281	ANOTHER PERFECT DAY	Jones	100.00	ASCAP	2001	American Hi-Fi
0263507	ANYBODY WANNA PRAY	Sims/Bell/Caldwell	25.00	ASCAP	2001	Cece Winans
0308781	ANYTHING FOR YOUR LOVE	Williams	25.00	ASCAP	1988	Clapton, Eric
0061928	ANYTIME, ANYPLACE, ANYWHEI	Brooks, Hadda Rish	100.00	BMI	1984	
0169868	APPLE TREE	Wright/Bradford	100.00	ASCAP	1997	
0050285	APRIL IN PARIS	Duke/Harburg	50.00	ASCAP	1932	
0016092	ARE YOU EVER GONNA LOVE M	Dunn/Shapiro/Water	33.33	BMI	1989	Dunn, Holly
0050770	ARE YOU READY FOR THIS THIN	Hiatt	100.00	BMI	1987	
0050421	AS LONESOME AS IT GETS	Cordle/Pennington	50.00	BMI	1997	Lawrence, Tracy
0147835	AS LONG AS YOU'RE HERE	Powell/Wilson/Holiday/Lomax/Youn	20.00	BMI		Brandy
0175869	AS YOU LEAN INTO THE LIGHT	Weller	100.00	PRS	1997	Weller, Paul
0147789	AT NIGHT I PRAY	Sandstrom/Ferguson/Sandstrom/Ri	50.00	ASCAP	1996	
0328195	ATRAPAME	Aponte/Lemos	50.00	BMI	2002	Manny Manuel
0050286	AUTUMN IN NEW YORK	Duke	100.00	ASCAP	1934	
0051599	AWESOME GOD	Mullins	100.00	ASCAP	1988	

0127029	B.B. BLUES	King/Josea	100.00	BMI	1992	[redacted]
0060633	B.B.'S BOOGIE	King/Taub	100.00	BMI	1971	[redacted]
0013491	BABY AS YOU TURN AWAY	Gibb/Gibb/Gibb	100.00	BMI		[redacted] Bee Gees (The)
0061290	BABY BABY (*)	Witherspoon/Bihari	100.00	BMI	1981	[redacted] Jimmy Witherspoon
0133766	BABY C'MON	Diggs/Jones	50.00	BMI	1995	[redacted] Ol Dirty Bastard
0007249	BABY COME BACK	Beckett/Crowley	50.00	BMI	1977	[redacted]
	BABY I LIED		BMG DOES NOT CLAIM			[redacted] Shannon Brown
0053016	BABY WHAT A BIG SURPRISE	Cetera	100.00	ASCAP	1977	[redacted]
0165270	BACK DOOR STRANGER	Carlisi/Steele/Van Zant	100.00	ASCAP	1982	[redacted] 38 Special
0224060	BACK HERE	Thornalley/Barry/Burns/McNally	50.00	PRS	2000	[redacted]
0020552	BACK OF MY MIND	Hiatt	100.00	BMI	1990	[redacted] Hiatt, John
0162228	BACK ON MY FEET	Labounty/Roboff	50.00	BMI	1998	[redacted] Wilkinsons, The
0165273	BACK ON THE TRACK	Carlisi/Steele/Van Zant	100.00	ASCAP	1982	[redacted] 38 Special
0193308	BACKGROUND	Cadogan/Jenkins/Salazar	50.00	BMI	1997	[redacted]
0053025	BAD ADVICE	Cetera/Foster/Pankow	33.34	ASCAP	1982	[redacted]
0245794	BAD AMBASSADOR	Hannon	100.00	PRS		[redacted] The Divine Comedy
0060637	BAD BREAKS	King/Josea/Ling	100.00	BMI	1959	[redacted]
0060641	BAD LUCK	Taub/Ling	100.00	BMI	1956	[redacted]
0060644	BAD LUCK SOUL	King/Taub	100.00	BMI	1970	[redacted]
0048354	BAD MOOD	Gordon/Davoli/Limoni/Semplici	65.00	PRS	1996	[redacted] Lonnie Gordon
0257557	BAD REPUTATION	Jett/Cordell/Kupersmith/Laguna	100.00	BMI		[redacted]
0213600	BAG IT UP	Watkins/Wilson/Halliwell	66.67	PRS	1999	[redacted] Geri Halliwell
0004728	BALLROOM BLITZ	Chapman/Chinn	100.00	ASCAP	1978	[redacted]
0148347	BARELY BREATHING	Sheik	100.00	BMI	1998	[redacted]
0175736	BARRACUDA	Fisher/Wilson/Wilson/Derosier	30.00	ASCAP		[redacted] Heart
	BATTER UP		BMG DOES NOT CLAIM			[redacted] St Lunatics & Nelly
0199988	BATTERED BROKEN	Christodal	100.00	ASCAP	1998	[redacted] Jude
0052848	BATUQUE	Zulu/Evangelista	50.00	SICAM		[redacted] Various Artists
0134902	B'BOOM	Fripp/Bruford/Mastelotto	100.00	PRS	1998	[redacted] King Crimson
0219831	B-BOYS & FLY-GIRLS	Salovaara/Ebanks	100.00	STIM		[redacted] Bomfunk MC's
0219840	BEAT BOX	Salovaara/Ebanks	100.00	TEOSTO		[redacted] JS16
0060647	BEAUTICIAN BLUES	King/Taub	100.00	BMI	1964	[redacted]
0141248	BEAUTIFUL LIFE	Berggren/Ballard	90.00	STIM	1996	[redacted] Ace of Base
0226753	BEAUTIFUL WAY	Hansen	100.00	ASCAP	1999	[redacted]
0265260	BEAUTY ON THE FIRE	Imbruglia/Clark/Wilder	33.34	PRS	2002	[redacted] Natalie Imbruglia
0036280	BEAUTY QUEEN	Ferry	100.00	PRS		[redacted] Roxy Music
0215922	BECAUSE GOD'S GOOD	Liles/Johnson/Johnston	33.34	ASCAP	2000	[redacted]
0026939	BECAUSE IT'S CHRISTMAS (FOR	Manilow/Sussman/Feldman	100.00	BMI	1986	[redacted]
0176804	BEEN AROUND THE WORLD	Morris/Devaney/Stansfield/Bowie/L	40.00	BMI	1997	[redacted]
	BEER RUN		BMG DOES NOT CLAIM			[redacted] George Jones duet with Ga

0220428		BEFORE I FALL IN LOVE	Hosein/DeVillier/Rich/Sea-Gazeley	50.00	ASCAP	1999	[redacted]	
0073931		BEFORE YOU KILL US ALL	Follese/Barnes	50.00	BMI	1994	[redacted]	
0004081		BETTER BE GOOD TO ME	Knight/Chapman/Chinn	100.00	ASCAP	1984	[redacted]	
0043176		BIG CITY NIGHTS	Meine/Schenker	100.00	GEMA		[redacted]	
0193152		BIG TOPS	Hummon/Wariner	50.00	BMI		[redacted]	Steve Wariner
0034123		BIGGER MAN	Cochrane	100.00	SOCAN		[redacted]	
0243277		BIGGER MOOD, A	Jones	100.00	ASCAP	2001	[redacted]	American Hi-Fi
0239741		BIONIC	Browne/Nelson	100.00	PRS		[redacted]	King Adora
0202915		BIRDS AND SHIPS	Bragg/Guthrie	50.00	PRS		[redacted]	Bragg, Billy & Wilco
0204986		BITE YOUR TONGUE	Sheik	100.00	BMI	1998	[redacted]	Sheik, Duncan
0209122		BITTERSWEET	Brickman	100.00	SESAC	1998	[redacted]	
0227938		BLACK DRESS	Osenga/Lockett/Aberle/Taquino/Co	56.67	ASCAP	2000	[redacted]	The Normals
0208268		BLACK TRUMP	Woods/Hinson/Yates/Williams	25.00	BMI	1999	[redacted]	Wu-Tang Clan
0211759		BLACK WIND BLOWING	Bragg/Guthrie	50.00	PRS		[redacted]	Bragg, Billy & Wilco
0186470	T-070.25	BLACKBIRDS RISE	Williams	100.00	BMI	1998	[redacted]	Williams, Victoria
0071717		BLACKHOLE	Hansen	100.00	ASCAP	1999	[redacted]	
0126780		BLESS THE BROKEN ROAD	Hummon/Boyd/Hanna	55.00	BMI	1994	[redacted]	Geoff Moore
0030114		BLIND LEAD THE BLIND	Chapman/Moore	25.00	BMI	1991	[redacted]	Steven Curtis Chapman
0060653		BLIND LOVE	King/Taub	100.00	BMI		[redacted]	B.B King
0168402		BLIND SIDE	Kirkpatrick/Ashton	75.00	BMI	1997	[redacted]	Susan Ashton
0173808		BLOOD SIMPLE	Giles/Longacre	50.00	BMI		[redacted]	Mason, Mila
0243278		BLUE DAY	Jones	100.00	ASCAP	2001	[redacted]	American Hi-Fi
0203640		BLUEBIRD BLUES	Hooker/Besman	100.00	BMI		[redacted]	
0062177		BLUES HAS GOT TO ME	King/Taub	100.00	BMI	1970	[redacted]	
0061620		BLUES STAY AWAY	King	BMG DOES NOT CLAIM			[redacted]	
0194091		BOBBY	Mcentire/Schlitz	12.50	ASCAP		[redacted]	
0004493		BODIES	Lydon/Cook/Jones/Beverly	25.00	BMI	1977	[redacted]	The Sex Pistols
0143708		BODY OF WATER	Bragg/Wigg	50.00	PRS		[redacted]	Bragg, Billy
		BONUS TRACK	DIGGS/JONES	NEED MORE INFORMATION			[redacted]	Ol Dirty Bastard
0013502		BOOGIE CHILD	Gibb/Gibb/Gibb	100.00	BMI	1976	[redacted]	Bee Gees (The)
0205091		BOOGIE CHILLEN	Hooker/Besman	100.00	BMI	1957	[redacted]	
0203738		BOOGIE CHILLEN NO. 2	Hooker/Besman	100.00	BMI	1970	[redacted]	
0060661		BOOGIE WOOGIE WOMAN	King/Taub	100.00	BMI	1952	[redacted]	
0231267		BORN TO FLY	Hummon/Evans/Scott	33.34	BMI	2000	[redacted]	
0001501		BORRIQUITO	Calaf, Pedro Publil	100.00	SGAE		[redacted]	
0147065		BOSTON BEANS	Lee/Raskin/Schulger	100.00	ASCAP	1963	[redacted]	
0036319		BOTH ENDS BURNING	Ferry	100.00	PRS		[redacted]	Roxy Music
0255213	T-071.35	BOTTLES AND CAN	Isaac	100.00	BMI	2001	[redacted]	Angie Stone
0201429		BOUT IT, 'BOUT IT	Fels/Powell	50.00	BMI	1999	[redacted]	Jesse Powell
0072725		BOX, THE	Moore/Travis	50.00	BMI	1994	[redacted]	

0124522		BOY'S DON'T CRY	Smith/Tolhurst/Dempsey	100.00	PRS		The Cure
0034122		BRAVE AND CRAZY	Cochrane	100.00	SOCAN		
0147001		BRAVE NEW WORLD	Freeman	100.00	BMI		
0185274		BREAKIN' LOOSE	Carlisi/Grondin/Steele/Van Zant	100.00	ASCAP	1982	38 Special
0052914		BREAKIN' AWAY	Canning/Jarreau/Graydon	33.34	BMI	1981	
0026500		BREAKING UP IS HARD TO DO	Greenfield/Sedaka	50.00	BMI	1962	
0158630		BREATH OF HEAVEN (MARY'S SI	Grant/Eaton	BMG DOES NOT CLAIM			
0148564		BRICKBAT	Bragg	100.00	PRS		
0209265		BRIGHT STAR BLUE SKY	Krippayne/Siller	50.00	ASCAP	1999	Bragg, Billy
0021484	T-070.23	BRING BACK YOUR LOVE TO ME	Hiatt	100.00	BMI	1990	
0221227		BRING IT ALL BACK	Percy/Lever/Kennedy/S Club 7	53.32	PRS	2000	Hiatt, John
0268543		BRITTLE BONE	Osenga	66.67	ASCAP	2002	
0133369		BROKEN STONES	Weller	100.00	PRS	1996	The Normals
0032235		BROKEN THINGS	Miller	25.00	ASCAP	1991	Weller, Paul
0133781		BROOKLYN ZOO II (TIGER CRAN	Diggs/Jones/Coles	50.00	BMI	1995	
0332392		BROTHA	Stone/Saadiq/Lilly/Standridge/Ozun	10.00	BMI	2001	Ol Dirty Bastard
0021668		BROTHERLY LOVE	Nichols/Stewart	50.00	BMI	1989	Angie Stone
0175871		BRUSHED	Weller/Nelson/White	50.00	PRS	1997	
0180841		BUCKAROO	Hill/Sanders	50.00	BMI		Weller, Paul
0129576		BUILD MY WORLD AROUND YOU	Cunningham/Huesmann	50.00	BMI		
0013511		BURIED TREASURE	Gibb/Gibb/Gibb	100.00	BMI		Rogers, Kenny
0030116		BUSY MAN	Chapman, Steven Curtis	33.33	BMI	1991	Kenny Rogers
0180003		BUSY MAN	Regan/Teren	50.00	ASCAP	1998	
0220543		BUT FOR THE GRACE OF GOD	Caffey/Wiedlin/Urban	33.34	ASCAP	1999	
0024600		BUYING HER ROSES	Doyle/Peoples	100.00	ASCAP	1991	
0199412		C'EST LA VIE	Hedges/Ackerman/Brannigan/B*Wi	27.00	PRS	1998	Reba McEntire
0026459		CALENDAR GIRL	Greenfield/Sedaka	50.00	BMI	1961	
0244962		CALM BEFORE THE STORM	Salovaara/Virtanen	100.00	TEOSTO		
0027850		CALVARY'S LOVE	Nelson/McHugh	25.00	BMI	1986	Darude
0224839		CAMOUFLAGE	Cadogan/Jenkins/Salazar/Hargreav	50.00	BMI	2000	
0222948		CAN I WANT YOUR LOVE	Kleiman/Mayo/Smith	66.67	PRS/BMI		Third Eye Blind
0250857		CAN WE FIX IT	Joyce	25.00	PRS		Trace Adkins
0169807		CAN'T GET ENOUGH	Blazy/Rambeaux/Daily	33.34	BMI	1998	
0203615		CAN'T LET HER GO	Lawrence, Ron/Black/Johnson/Stoc	8.34	BMI	1998	
0201754		CAN'T LIVE A DAY	Harrington/Beck/Lacy	33.34	ASCAP	1999	
0127128		CAN'T YOU HEAR ME TALKING	King/Clark	BMG DOES NOT CLAIM			
0222126		CANDY	Kleiman/Katz/Rich/Battaglia	30.34	PRS	2000	
0013514		CAN'T KEEP A GOOD MAN DOWI	Gibb/Gibb/Gibb	100.00	BMI	1978	Mandy Moore
0036328		CAN'T LET GO	Ferry	100.00	PRS		Bee Gees (The)
0265925		CANTO ALLA VITA	Galbiati/Dettori/Rapetti	29.16	SIAE	2002	Bryan Ferry
							Josh Grobin

0255031		CARAMEL	Thompson/Hubbard/Collins/Duplessis	14.00	BMI	2002	City High featuring Eve
0011914		CARUSO	Dalla	12.50	SIAE		Neal Schon
0036284		CASANOVA	Ferry	100.00	PRS		Bryan Ferry
0006098		CASTIGAME	Ramos/Botija	100.00	SACM		
0165379		CAUGHT UP IN YOU	Carlisi/Barnes/Peterik/Sullivan	52.50	ASCAP	1982	
0021879		CAUSE CHEAP IS HOW I FEEL	Timmins	100.00	ASCAP	1990	
0169867		CERTAINLY	Wright/Chinwah	50.00	ASCAP	1997	
0328896		CG 2	Haynes/Harper/Kyjuan/Jones/Epper	23.00	ASCAP	2002	Nelly
0165380		CHAIN LIGHTNIN'	Van Zant/Barnes/Peterik	52.50	ASCAP	1982	38 Special
0013519		CHAIN REACTION	Gibb/Gibb/Gibb	100.00	BMI	1985	Steps
0060943		CHAIR, THE	Dillon/Cochran	50.00	BMI	1985	
0036285		CHANCE MEETING	Ferry	100.00	PRS		Bryan Ferry
0004078		CHANGE	Knight, Holly	100.00	ASCAP		
0257104		CHANGE	Wiseman/Selby	37.50	ASCAP		Sons Of The Desert
0003561		CHANGE MY MIND	Davis/Goldstein	BMG DOES NOT CLAIM			The Motels
0142005		CHANGE THE WORLD	Kirkpatrick/Kennedy/Sims	41.67	BMI / AS	1996	
0013524		CHARADE	Gibb/Gibb	100.00	BMI		Bee Gees (The)
0157518		CHEMICAL BEATS	Rowlands/Simons	75.00	PRS		
0048869		CHEVY VAN	Johns	37.50	BMI	1996	
0262062	T-071.35	CHICK WITH BRAIDS	Isaac	100.00	BMI	2002	Mario
0225041		CHICKEN GREASE	Thompson/Poyser/D'Angelo	16.50	BMI	2000	D'Angelo
0016271		CHILD AGAIN	Chapman	100.00	ASCAP	1990	Chapman, Beth Nielsen
0023042	T-070.23	CHILD OF THE WILD BLUE YONI	Hiatt	100.00	BMI	1990	Hiatt, John
0161035		CHILDREN OF THE REVOLUTION	Bolan	100.00	BMI	2001	
0129589		CHILDREN OF THE WORLD	Kirkpatrick/Grant/Sims	35.00	BMI / AS	1994	
0013527		CHILDREN OF THE WORLD	Gibb/Gibb/Gibb	100.00	BMI	1976	Bee Gees (The)
0147066		CHORO IN A	Almeida	100.00	ASCAP		Laurindo Almeida with Bud
0165613		CHRIST OF HOPE	Tumes	100.00	APRA	1998	Michelle Tumes
0228942		CHRISTE ELEISON	Tumes	100.00	APRA	2000	Michelle Tumes
0143692		CINDY OF A THOUSAND LIVES	Bragg	100.00	PRS		Bragg, Billy
0335734		CLOCKS	Berryman/Buckland/Champion/Mart	100.00	PRS	2002	Coldplay
0223306		CLOSE TO SILENCE	Moment	100.00	SACEM	2001	Thomas Otten
0232993		CLOSER	Mayo/Green/Lindsey	33.34	BMI	2000	Jo Dee Messina
0180917		CLOSER TO HEAVEN	Mayo/Luther	100.00	BMI	1997	
0207693		CO-DEFENDANT	Diggs/Franklin/Smith	50.00	BMI	1998	
0143786		COLD WORLD	Diggs/Grice/Wonder/Debarge	25.00	BMI	1996	Wu-Tang Killa Bees Rza
		COLOR OF ROSES	BETH NIELSEN CHAPMAN/MATT	NEED MORE INFORMATION			Wu-Tang Clan
0056648		COLORADO BULLDOG	Gilbert/Sheehan/Martin/Torpey	20.00	BMI	1993	Midler, Bette
0285997		COLOUR EVERYWHERE	Roche/Pelken	50.00	ASCAP		Mr. Big
0265484		COME ALONG	Berg/Svensson	25.00	STIM	2002	Deana Carter
							Titiyo

0328274		COME AS YOU ARE	Hanson/Moore	25.00	BMI	2002	Geoff Moore
0326324		COME AWAY	Hummon/Mattea	50.00	BMI	2002	Kathy Mattea
0179710		COME BACK	Seal/Dupri/Stainton/Cocker/Raymo	22.50	ASCAP	1997	
0243883	T-071.09	COME HOME	Hill/DiPerio/Sanders	33.34	BMI	2000	Trace Adkins
0013532		COME ON OVER	Gibb/Gibb/Gibb	100.00	BMI	1976	Bee Gees (The)
0239923		COME ON OVER BABY (ALL I WA	Aberg/Rein/Rocho/Peiken/Fair/Blac	31.00	STIM/AS	2001	Christina Aguilera
0200320		COME TO MY SENSES	Matthews/McCullough/McCullough	33.34	ASCAP	1998	
0227939		COMING TO LIFE	Osenga/Lockett/Aberle/Taquino/Co	56.67	ASCAP	2000	The Normals
0043833		COMMUNION SONG (LORD'S PR	Talbot	100.00	ASCAP		
0134756		COMO TU MUJER	Solis Sosa	100.00	SACM	1988	Rocio Durcal
0029474		COMPLETAMENTE ENAMORADC	Ramazzotti/Cassano/Cogliati	50.00	SIAE		Chayanne
0006824		CON TU AMOR	Valadez	100.00	SACM	1992	
0207680		CONCRETE JUNGLE	Diggs/Drayton/Smith/Cuffie/Ruff	50.00	BMI	1998	Wu-Tang Killa Bees Rza
0050776	T-070.23	CONFIDENCE MAN	Hiatt	100.00	BMI	1988	
0026947	T-070.23	COPACABANA	Manilow/Sussman/Feldman	100.00	BMI	1978	
0001535		COSTUMBRES	Valadez	100.00	SACM	1992	
0257153		COULD IT BE ANY HARDER	Kamin/Band	100.00	BMI	2001	The Calling
0027084		COULD IT BE MAGIC	Manilow/Andersen	67.50	BMI	1975	
0027898		COUNSEL OF THE HOLY	Kingen/Lawry	33.33	BMI		Petra
0127133		COUNTRY GIRL	King	BMG DOES NOT CLAIM			
0229718		COUNTRY GRAMMAR	Haynes/Writer Unknown	50.00	ASCAP	2000	Nelly
0013533		COUNTRY LANES	Gibb/Gibb	100.00	BMI	1975	Bee Gees (The)
0060945		COWARD OF THE COUNTY	Bowling/Wheeler	50.00	BMI	1979	
0251938		COWBOY IN ME	Wiseman/Steele/Anderson	33.34	ASCAP	2001	Tim McGraw
0211592		COWBOY TAKE ME AWAY	Hummon/Seidel	50.00	BMI	1999	
0061206		CRAWLING KING SNAKE	Hooker/Besman	100.00	BMI		
0009025		CRAZY ABOUT HER	Cregan/Hitchings/Stewart	20.00	PRS	1988	Stewart, Rod
0052783		CRAZY MARY	Williams	100.00	BMI	1994	Victoria Williams
0168404		CROOKED MAN	Kirkpatrick/Sprague	50.00	BMI	1997	Susan Ashton
0209124		CROOKED RIVER	Brickman	100.00	SESAC	1998	
0209135		CROSS OF CHRIST, THE	Liles/Krippayne	100.00	ASCAP	1999	
0216352	T-071.09	CROSSING MUDDY WATERS	Hiatt	100.00	BMI	2000	Various Artists
0209947		CROSSROADS	Brickman	100.00	SESAC	1998	
0036340		CRY CRY CRY	Ferry	100.00	PRS		Roxy Music
0026046		CRY FOR HELP	Fisher/Astley	50.00	PRS		
0134990		CRY LOVE	Hiatt	100.00	BMI	1995	
0219035		CRY NO MORE	Hummon/Wariner	50.00	BMI		Steve Wariner
0060674		CRYIN' WON'T HELP YOU NOW	King/Ling	100.00	BMI	1955	
0258721		CRYING AT THE DISCOTEQUE	Hansson/Wolbeck/Bard/Goulos/Ed	12.50	STIM	2002	Alcazar
0026463		CRYING IN THE RAIN	Greenfield/King	50.00	BMI	1961	

0018105		CUANDO VIVAS CONMIGO	Jimenez	100.00	SACM		
0133773		CUTTIN' HEADZ	Diggs/Jones	75.00	BMI	1995	Ol Dirty Bastard
0239540		DADDY I'M FINE	Stewart/O'Connor	50.00	PRS	2001	O'connor, Sinead
0030107		DADDY, BROTHER, LOVER, LITT	Gilbert/Pessis/Martin/Torpey/Sheeh	15.00	BMI	1991	Mr. Big
0133779		DAMAGE	Diggs/Grice/Jones/Bongard	33.34	BMI	1995	Ol Dirty Bastard
0209279		DAME DE ESO [REMIX]	Lopez/Sanchez	50.00	ASCAP	1997	Various Artists
0036341		DANCE AWAY	Ferry	100.00	PRS		Roxy Music
0050863		DANCE WITH ME HENRY	Ballard/Rogers/Otis	41.67	BMI	1955	
0026948		DANCIN' FOOL	Manilow/Sussman/Feldman	100.00	BMI	1990	
0182726		DANGEROUS MINDZ	Diggs/Bougard/Hamilton/Berkeley	28.60	BMI		
0147038		DANZIG NEEDS A HUG	Dimant/Nichol/Sheppard/McGrath/K	33.33	BMI	1996	Various Artists
0014374		DARK LADY	Diurrill	100.00	BMI	1974	Sugar Ray
0224872		DARKNESS	Cadogan/Jenkins/Salazar/Hargreav	50.00	BMI	2000	Cher
0136900		DAY HE WORE MY CROWN, THE	Johnson, Phil	100.00	SESAC	1976	Third Eye Blind
0027085		DAYBREAK	Manilow/Anderson	87.50	BMI		
0335735		DAYLIGHT	Serryman/Buckland/Champion/Mar	100.00	PRS	2002	Barry Manilow
0148346		DAYS GO BY	Sheik	100.00	BMI	1996	Coldplay
0073455		DAYS LIKE THESE	Bragg	100.00	PRS		Sheik, Duncan
0062439		DAYS OF OLD	King/Taub	100.00	BMI	1970	Bragg, Billy
0072823		DE MI ENAMORATE	Valadez	100.00	SACM	1999	
0205337		DEAD MELODIES	Hansen	100.00	ASCAP	1998	
0244915		DEADLY STING SUITE (INSTRUM	Rarebell/Meine/Schenker/Kolonovits				
0180086		DEADWEIGHT	Hansen/King/Simpson	66.66	ASCAP	1998	Scorpions
0061574		DEEP END	Felt-Clayton/Ward	100.00	ASCAP		Beck
0180180		DEEP LOVE	Tumes	100.00	APRA	2000	Michelle Tumes
0195068		DEEPER WELL	Olney	8.33	BMI		
0038214		DEJAME AMARTE OTRA VEZ	Jimenez	100.00	SACM		
0328713		DEM BOYS	Haynes/Harper/Kyjuan/Jones/Epper	23.00	ASCAP	2002	Nelly
		DENIS	Levenson	NEED MORE INFORMATION			Blondie
0175724		DESTINO, EL	Valadez	100.00	SACM	1997	
0201790		DESTINY	Brickman/Hosein/DeVillier	100.00	SESAC	1998	
0250390		DEVIL GET OUT MY HOUSE	Sims/Writer Unknown	50.00	ASCAP	2001	Ceca Winans
0155474		DEVIL'S HAIRCUT	Hansen/Brown/Coulter/Thomas/Sin	26.66	ASCAP	1995	
0205330		DIAMOND BULLOCKS	Hansen	100.00	ASCAP	1998	
0060682		DID YOU EVER LOVE A WOMAN	King/Taub	100.00	BMI		B.BKing
0180599		DID YOU KNOW	Seal/Winans	50.00	ASCAP	1998	Winans, Bebe
0159581		DID YOU NO WRONG	Lydon/Cock/Jones/Beverly	25.00	BMI		The Sex Pistols
0015722		DIFERENCIA, LA	Valadez	100.00	SACM	2001	Vicente Fernandez
0324981	T-071.44	DIFFERENT KIND OF LOVE SON	Lewis/Aberg/Roesnes	100.00	STIM/AS	2002	Cher
0016079	T-070.23	DIGGIN' UP BONES	Overstreet/Stuckey/Gore	5.00	BMI		Travis, Randy

0328901	Dilemma	Haynes/Maker/Gambler/Sigler	10.00	ASCAP	2002	Nelly
0069872	DIME A DANCE ROMANCE	Scaggs	100.00	ASCAP	1968	
0134978	DINOSAUR	Bruford/Levin/Gunn/Mastelotto/Fripp	50.00	ASCAP/BMI		King Crimson
0228456	DIRT DOG	Diggs/Chambers/Jones	25.00	BMI	2000	Ol Dirty Bastard
0325300	DISCO HIPPIE	Kleiman/Pennachio/Wolf/Davies	21.25	STIM	2002	Play
0223305	DIVIGI TU	Momont	100.00	SACEM	2001	Thomas Olten
0062493	DO SOMETHING CRAZY	James/Bihari	100.00	BMI		Etta James
0036266	DO THE STRAND	Ferry	100.00	PRS		Roxy Music
0035199	DOCTOR! DOCTOR!	Currie/Leeway/Bailey	100.00	PRS		
0013554	DOGS	Gibb/Gibb	100.00	BMI	1979	Bee Gees (The)
0137539	DON'T CLOSE YOUR EYES	Halligan/Palumbo/Purnell	16.66	BMI	1989	
0051301	DON'T STOP	McVie	100.00	BMI	1976	
0024920	DON'T TURN AROUND	Warren/Hammond	16.67	ASCAP	1986	
0015758	DONDE ANDARA	Gabriel	100.00	SACM		Graciela Beltran
0046457	DON'T HOLD BACK	Givens/Turner	100.00	BMI	1993	Daryl Coley
0004333	DON'T LET IT SHOW	Parsons/Woolfson	100.00	BMI		Pat Benatar
0224441	DON'T PANIC	Berryman/Buckland/Champion/Martin	100.00	PRS	2001	Coldplay
0239137	DON'T PLAY ANY LOVE SONGS	Poythress/Skaggs/Clark	66.67	ASCAP		Jameson Clark
0251540	DON'T STOP MOVING	Ellis/Solomon/S Club 7	37.50	PRS		S Club 7
0013857	DON'T THROW IT ALL AWAY	Gibb/Weaver	100.00	BMI	1978	Hewitt, Jennifer Love
0133768	DON'T U KNOW	Diggs/Jones	50.00	BMI	1995	Ol Dirty Bastard
0243260	DON'T WAIT FOR THE SUN	Jones	100.00	ASCAP	2001	American Hi-Fi
0013563	DON'T WANNA LIVE INSIDE MYS	Gibb	100.00	BMI	1971	Bee Gees (The)
0260371	DON'T YOU WISH	Nelson/Williford	50.00	PRS	2001	Ford, Willa
0023397	DOUBLE O RHYTHM	Hudnall/Spencer/Spencer	50.00	BMI		
0062497	DOWN CHILD	Bihari	100.00	BMI		John Lee Hooker
0016527	DOWN ON MY KNEES	Chapman	100.00	ASCAP	1990	Chapman, Beth Nielsen
0051737	DOWN ON MY KNEES	Kirkpatrick	100.00	BMI	1993	
0013565	DOWN THE ROAD	Gibb/Gibb	100.00	BMI		Bee Gees (The)
0169841	DRAMA	Wright/Macklin	50.00	ASCAP	1997	
0176397	DREAM OF THE ARCHER	Fisher/Wilson/Wilson	25.00	ASCAP		Heart
0167993	DRINK, SWEAR, STEAL & LIE	Carpenter/Peterson	50.00	ASCAP	1997	
0147037	DRIVE BY	Dimant/Nichol/Sheppard/McGrath/K	50.00	BMI	1998	Sugar Ray
0050778	DRIVE SOUTH	Hiatt	100.00	BMI	1987	
0175863	DRIVING NOWHERE	Weller	100.00	PRS	1997	Weller, Paul
0060703	DRIVING WHEEL	King/Taub	100.00	BMI	1969	
0134994	DUST DOWN A COUNTRY ROAD	Hiatt	100.00	BMI	1995	
	E LUCEVAN LE STELLE					
0050708	EARLY EVERY MORNING	King/Josea	100.00	BMI		B.BKing
0332394	EASIER SAID THAN DONE	Stone/Lilly/Campbell/Smith	17.00	BMI	2001	Angie Stone

0060710	EASY LISTENING BLUES	King	100.00	BMI	1970	[redacted]	
0013572	EDGE OF THE UNIVERSE	Gibb/Gibb	100.00	BMI	1975	[redacted]	Bee Gees (The)
0036287	EDITIONS OF YOU	Ferry	100.00	PRS		[redacted]	Roxy Music
0202918	EISLER ON THE GO	Bragg/Guthrie	50.00	PRS		[redacted]	Bragg, Billy & Wilco
0026949	EL BRAVO	Manilow/Sussman/Feldman	100.00	BMI	1985	[redacted]	
0016570	EMILY	Chapman	100.00	ASCAP	1990	[redacted]	Chapman, Beth Nielsen
0013576	EMOTION	Gibb/Gibb	100.00	BMI	1977	[redacted]	Destiny's Child :: Samantha
0038347	EMOTIONAL TRUTH	Cochrane	100.00	SOCAN		[redacted]	
0036321	END OF THE LINE	Ferry	100.00	PRS		[redacted]	Concrete Blonde
0246762	ENTER U-GOD	Diggs/Hawkins	50.00	BMI	1999	[redacted]	U-God
0268550	EPILOGUE	Osenga/Lockett	66.67	ASCAP	2002	[redacted]	The Normals
0039709	ES MUY TU VIDA	Contreras	100.00	SACM		[redacted]	
0002237	ESA TRISTE GUITARRA	Perez/Romero	100.00	SGAE	1998	[redacted]	
0223304	ESPIRITU	Momont	100.00	SACEM	2001	[redacted]	Thomas Otten
0015753	ESTA NOCHE VIENE A VERME	Valadez	100.00	SACM		[redacted]	
0134989	ETHYLENE	Hiatt	100.00	BMI	1995	[redacted]	
0026980	EVEN NOW	Manilow/Panzer	100.00	BMI		[redacted]	
0046576	EVEN THE MAN IN THE MOON IS	Colla/Cook	50.00	BMI	1993	[redacted]	
0016666	EVENING STAR	Gibb	100.00	BMI		[redacted]	Kenny Rogers
0043464	EVERY HEARTBEAT	Kirkpatrick/Peacock/Grant	25.00	BMI	1994	[redacted]	
0227941	EVERY MOMENT	Osenga/Lockett/Aberle/Taquino/Co	66.67	ASCAP	2000	[redacted]	The Normals
0178505	EVERY SINGLE TEAR	Krippayne/Siller	50.00	ASCAP	1993	[redacted]	
0009367	EVERY TEAR THAT FALLS	Byrnes/Setzer	20.00	BMI		[redacted]	Brian Setzer
0004878	EVERY TIME TWO FOOLS COLLI	Dyer/Tweel	BMG DOES NOT CLAIM			[redacted]	Kenny Rogers The First Edi
0140240	EVERYBODY HAVE FUN TONIGH	Wolf/Feldman/Hues	10.00	ASCAP	1986	[redacted]	Wang Chung
0148562	EVERYBODY LOVES YOU BABE	Bragg	100.00	PRS		[redacted]	Bragg, Billy
0226694	EVERYBODY WANTS YOU	Watkins/Wilson/Ackerman	66.67	PRS	2000	[redacted]	S Club 7
0026501	EVERYBODY'S SOMEBODY'S FO	Greenfield/Keller	50.00	BMI	1960	[redacted]	Dexter Gordon
0231278	EVERYDAY	Sims	100.00	ASCAP		[redacted]	
0204990	EVERYONE, EVERYWHERE	Sheik	100.00	BMI	1998	[redacted]	Sheik, Duncan
0034121	EVERYTHING COMES AROUND	Cochrane	100.00	SOCAN		[redacted]	
0060717	EVERYTHING I DO IS WRONG	King/Taub	100.00	BMI	1971	[redacted]	
0147074	EVERYTHING'S MOVIN' TOO FAS	Lee/Barbour	100.00	ASCAP	1947	[redacted]	
0226646	EVERYTHING'S NOT LOST	Berryman/Buckland/Champion/Mart	100.00	PRS	2001	[redacted]	Coldplay
0180124	EVERYTIME I CRY	Regan/Staley	50.00	ASCAP	1998	[redacted]	
0026129	EVERYTIME I FALL (IT BREAKS I	Macrae/Clark	50.00	ASCAP	1994	[redacted]	Montgomery, John Michael
0246963	EVERYTIME YOU NEED ME	Friese/Zenker/Duderstadt/Dudersta	28.75	GEMA		[redacted]	Fragma
0332398	EXCUSE ME	Stone/Saadiq/Standridge/Ozuna/Ri	20.00	BMI	2001	[redacted]	Raphael Saadiq
0207701	EXECUTE THEM	Diggs/Woods/Turner/Charles/Hunte	55.00	BMI	1998	[redacted]	Wu-Tang Killa Bees Rza
0003570	EYE IN THE SKY	Parsons/Woolfson	100.00	BMI	1984	[redacted]	

0174807	EYES A BLEED	Freese/Reyes/Dixon/Edwards/Williz	19.33	ASCAP	1997	[redacted]	Various Artists
0073846	EYES OF TRUTH, THE	Coleman/Dudley/McCurly	2.50	PRS		[redacted]	
0013588	EYES THAT SEE IN THE DARK	Gibb	100.00	BMI		[redacted]	Kenny Rogers
0081213	FACTORY, THE	McGuire, Bud Keith	100.00	BMI	1987	[redacted]	
0207722	FAITHFULLY DANGEROUS	Detweiler	100.00	ASCAP	2001	[redacted]	Over the Rhine
0168223	FALL TO FLY	Matthews/Sitler	50.00	BMI		[redacted]	The Oak Ridge Boys
0032870	FALLING IN LOVE AGAIN	Hollander/Lerner	50.00	ASCAP	1930	[redacted]	
0013591	FANNY (BE TENDER WITH MY L(	Gibb/Gibb/Gibb	100.00	BMI	1975	[redacted]	Bee Gees (The)
0168233	FAR AS WE GO	Hiatt	100.00	BMI	1997	[redacted]	
0124654	FASCINATION STREET	Smith/Tolhurst/Gallup/Thompson/W	100.00	PRS		[redacted]	
0016649	FEED THIS FIRE	Prestwood	100.00	BMI	1988	[redacted]	
0185227	FEEL	Tumes	100.00	APRA	1998	[redacted]	Michelle Tumes
0244936	FEEL THE BEAT	Salovaara/Virtanen	100.00	TEOSTO		[redacted]	Darude
0168229	FEELIN' AGAIN	Hiatt	100.00	BMI	1997	[redacted]	
0053062	FEELIN' STRONGER EVERYDAY	Cetera/Pankow	30.00	ASCAP	1973	[redacted]	
0336186	FEELS LIKE HEAVEN	Seal/Garrett/Dublin	33.34	ASCAP	2002	[redacted]	Al Jarreau
	FIEND	Fafara/Rascon/Foss/Cox	100.00	ASCAP		[redacted]	Coal Chamber
0183550	FIESTA EN AMERICA	Herrero Araujo/Gluck Sarasibar	50.00	SACM		[redacted]	Chayanne
0257154	FINAL ANSWER	Kamin/Band	100.00	BMI	2001	[redacted]	The Calling
0328603	FINE WITHOUT YOU	Ahlund/Kronlund	50.00	STIM		[redacted]	Paola
0071366	FINISH WHAT WE STARTED	Powell/Noble	50.00	BMI	1994	[redacted]	
0137535	FIRE IN THE RAIN, A	Giles/Taylor	25.00	BMI		[redacted]	Supernaw, Doug
0165285	FIRESTARTER	Barnes/Steele/Van Zant	100.00	ASCAP	1982	[redacted]	38 Special
0126656	FIRST STEP (IN THE RIGHT DIRE	Sembello/Sembello	50.00	ASCAP	1987	[redacted]	Pebbles
0060724	FIVE LONG YEARS	King	100.00	BMI	1966	[redacted]	
0016668	FIVE MINUTES	Chapman	100.00	ASCAP	1985	[redacted]	Tillis, Pam
0180101	FLAMING JUNE	Transeau	100.00	GEMA	1997	[redacted]	BT
0233574	FLAVOR OF THE WEAK	Jones	100.00	ASCAP	2001	[redacted]	American Hi-Fi
0036342	FLESH AND BLOOD	Ferry	100.00	PRS		[redacted]	Roxy Music
0001899	FLOR DE LIS	Djavan	100.00	SICA		[redacted]	
0230547	FOOL AGAIN	Elofsson/Kreuger/Magnusson	30.00	STIM	2000	[redacted]	Westlife
0029240	FOOLISH LITTLE GIRL	Greenfield/Miller	50.00	BMI	1963	[redacted]	
0043466	FOR ALWAYS	Sprague/Thomas/Winans	15.00	ASCAP	1987	[redacted]	
0033317	FOR EVERY TIME	Chapman/Camp/Camp/Frazier	6.67	BMI	1991	[redacted]	
0030505	FOR THE GOOD TIMES	Kristofferson	100.00	BMI	1968	[redacted]	
0030118	FOR THE SAKE OF THE CALL	Chapman, Steven Curtis	16.66	BMI	1991	[redacted]	
0028138	FOR WHO HE REALLY IS	Chapman, Steven Curtis/Moore	16.66	BMI	1988	[redacted]	
0168413	FOR YOU	Sheik	100.00	BMI	2002	[redacted]	Duncan Sheik
0166320	FORCED TO DO DIRT	Muchita/Johnson/Givens/Marrow	25.00	ASCAP	1996	[redacted]	Ice-T
0209126	FREEDOM	Brickman	100.00	SESAC	1998	[redacted]	

0230549		FREESTYLER	Salovaara/Ebanks		100.00	STIM	2002	Bomfunk MC's
0175866		FRIDAY STREET	Weller		100.00	PRS	1997	Weller, Paul
0147292		FRIEND OF MINE	Hiatt		100.00	BMI	1995	
0034124		FRIENDLY ADVICE	Cochrane		100.00	SOCAN		
0016981		FRIENDS IN LOW PLACES	Blackwell/Lee		50.00	BMI	1990	
0163254		FROM RED TO BLUE	Bragg		100.00	PRS		Bragg, Billy
0030876		FRYING PAN	Williams		100.00	BMI	1995	Williams, Victoria
0161374		FUCK UP BEATS	Rowlands/Simons		75.00	PRS		
0071711		FUCKIN WITH MY HEAD	Hansen		100.00	ASCAP	1994	
0132102		FUE TAN POCO TU CARINO	Valadez		100.00	SACM		Rocio Durcal
0328708		GANK, THE	Haynes/Epperson		50.00	ASCAP	2002	Nelly
0330605		GENIUS	Sheik		100.00	BMI	2002	Duncan Sheik
0192385		GEORGE	Christodal		100.00	ASCAP	1998	Jude
0053040		GET AWAY	Cetera/Lamm/Foster		33.34	ASCAP	1982	
0034125		GET BACK UP	Cochrane		100.00	SOCAN		
0243329	T-071.09	GET OVER YOURSELF	Hummon/Osborne		50.00	BMI	2002	Shedaisy
0226750		GET REAL PAID	Hansen		100.00	ASCAP	1999	
0192968		GHETTO SUPASTAR (THAT IS W	Gibb/Gibb/Gibb/Brown/Jones/Lenh		60.00	BMI	1998	Various Artists
0127145		GHETTO WOMAN	King.Clark	BMG DOES NOT CLAIM				
0016925		GHOST IN THIS HOUSE	Prestwood		100.00	BMI	1992	
0217957		GIFT, THE	Hosein/DeVilter/Bagge/Anthor		50.00	BMI	1999	
0176987		GIFT, THE	Brickman/Douglas		50.00	SESAC	1997	
0127284		GIRLFRIEND	Reid		100.00	ASCAP	1994	Jesus & Mary Chain
0013602		GIVE A HAND, TAKE A HAND	Gibb/Gibb		100.00	BMI	1979	
0039742		GIVE IT TO ME	Setzer/McDonnell/Drucker	BMG DOES NOT CLAIM				The Stray Cats
0174707		GIVE IT UP	Cunningham/Heimermann/Kittlemai		11.25	BMI	1997	Avalon
0142093		GIVE THEM ALL TO JESUS	Johnson/Benson, Sr.		100.00	SESAC	1975	
0053069		GLORY OF LOVE, THE	Cetera/Nini/Foster		50.00	ASCAP	1986	
0042382		GLORY TO GOD	Talbot		100.00	ASCAP		
0267636		GLOW	Fafara/Rascon/Foss/Cox		100.00	ASCAP		Coal Chamber
0148560		GOALHANGER	Bragg		100.00	PRS		Bragg, Billy
0202443		GOD IS EXALTED	Sims/Licciardello/Wolk/T-Bone		8.75	ASCAP	1996	Carman
0193175		GOD OF WINE	Cadogan/Jenkins/Salazar/Hargreav		50.00	BMI	1997	
0259709		GOD PUT A SMILE UPON YOUR I	Berryman/Buckland/Champion/Mart		100.00	PRS	2002	Coldplay
0004490		GOD SAVE THE QUEEN	Lydon/Cook/Jones/Matlock		25.00	BMI	1977	The Sex Pistols
0143694		GOD'S FOOTBALLER	Bragg		100.00	PRS		Bragg, Billy
0133769		GOIN' DOWN	Diggs/Jones		50.00	BMI	1995	Ol Dirty Bastard
0175868		GOLDEN SANDS	Weller		100.00	PRS	1997	Weller, Paul
0053017		GONE LONG GONE	Cetera		100.00	BMI	1979	
0037410		GONE TO EARTH	Fripp/Sylvian		50.00	PRS		David Sylvian

0250338		GONNA GET BETTER	Sims/Writer Unknown	50.00	ASCAP	2001	
0134992		GOOD AS SHE COULD BE	Hiatt	100.00	BMI	1995	Cece Winans
0052267		GOOD FOR ME	Kirkpatrick/Snow/Gruska/Grant	16.67	BMI	1991	
0193310		GOOD FOR YOU	Cadogan/Jenkins/Salazar	50.00	BMI	1997	
0263090		GOOD MAN	Mason/Thomas/Hugger	33.34	PRS	2002	
0330610		GOOD MORNING	Sheik	100.00	BMI	2002	RL
0060751		GOOD ROCKIN' DADDY	Bihari/Berry	100.00	BMI		Duncan Sheik
0060751		GOOD ROCKIN' DADDY	Josea/Berry	100.00	BMI	1955	
0326365		GOOD STUFF, THE	Wiseman/Collins	50.00	ASCAP	2002	
0070298		GOODBYE SAYS IT ALL	MacRae/Black/Fischer	33.34	ASCAP	1993	Kenny Chesney
0060755		GOT 'EM BAD	King/Josea	100.00	BMI	1965	
0267611		GOT ME A MODEL	Mason/Writer Unknown	12.50	PRS	2002	
0323297		GOTSTA BE	Mason/Thomas/Russell/Butler	31.25	PRS	2002	RL
0060756		GOTTA FIND MY BABY	King	100.00	BMI	1952	B2K
0268547		GRACE	Osenga/Aberle	25.00	ASCAP	2002	
0193311		GRADUATE	Cadogan/Jenkins/Salazar	50.00	BMI	1997	The Normals
0162102		GRADUATED	Hiatt	100.00	BMI	1997	
0147078		GRAIN BELT BLUES, THE	Lee/Raskin/Schulger	100.00	ASCAP	1963	
0052672		GRAND CANYON	Kirkpatrick	100.00	BMI	1992	
0186484	T-070.25	GRANDPA IN THE CORNPATCH	Williams	100.00	BMI	1998	
0193973		GRAVITATIONAL PULL	Curry/Methvin	50.00	ASCAP		Williams, Victoria
0145234		GREAT DIVIDE, THE	Cunningham/Huesmann	50.00	BMI	1996	
0268517		GREATEST REWARD, THE	Elofsson/Carlsson/Guirao/Obispo/F	9.37	STIM	2002	
0266342		GREEN EYES	Berryman/Buckland/Champion/Man	100.00	PRS	2002	Celine Dion
NEED MORE INFOI		GREENSLEEVES	Traditional				Coldplay
0030112		GREEN-TINTED SIXTIES MIND	Gilbert	100.00	BMI	1991	King's Singers
0036289		GREY LAGOONS	Ferry	100.00	PRS		Mr. Big
0003691		GROW SOME FUNK OF YOUR O'	Johnstone/Taupin/John	25.00	PRS		Roxy Music
0024607		GUNS OF LOVE	Keller/Caruso/Sharp	25.00	BMI	1991	
0014440		GYPSYS, TRAMPS AND THIEVES	Stone	100.00	BMI	1971	O'connell, Maura
0013616		HAD A LOT OF LOVE LAST NIGH'	Gibb/Gibb/Gibb	100.00	BMI	1979	
0330606		HALF-LIFE	Sheik	100.00	BMI	2002	Bee Gees (The)
0032026		HAND ON THE PUMP	Freese/Williams/Boulder/Edwards/E	16.67	ASCAP	1991	Duncan Sheik
0268549		HAPPINESS	Osenga/Lockett/Aberle/Cooley	31.67	ASCAP	2002	Cypress Hill
0007452		HAPPY BIRTHDAY MY DARLING	Fontana	100.00	SICAM		The Normals
0026502		HAPPY BIRTHDAY SWEET SIXTE	Greenfield/Sedaka	50.00	BMI	1961	Nelson Ned
		HAPPY GIRL	ANNIE SHOES ROBOFF/BETH NE	NEED MORE INFORMATION			
0053063		HAPPY MAN	Cetera	80.00	ASCAP	1974	Chapman, Beth Nielsen
0057654		HAPPY NATION	Berggren/Ekberg	100.00	STIM	1994	
0017190		HARD ROCK BOTTOM OF YOUR	Hugh Prestwood	100.00	BMI	1990	Ace of Base

0138399	HARD TO KILL	Smith/Green/Reed	16.66	BMI	1994	[redacted]	Various Artists
0053041	HARD TO SAY I'M SORRY	Cetera/Foster	50.00	ASCAP	1982	[redacted]	
0257115	HARDER CARDS	Wiseman/Henderson	37.50	ASCAP		[redacted]	Kenny Rogers
0131151	HARRY WENT TO HEAVEN	Williams	100.00	BMI	1995	[redacted]	Williams, Victoria
0006085	HASTA QUE TE CONOCI	Valadez	100.00	SACM	1990	[redacted]	
0032109	HAVE YOU EVER BEEN IN LOVE	Hill/Sinfield/Danter	33.34	PRS		[redacted]	Cetera, Peter
0052874	HAZEL	Greenfield/Sedaka	50.00	BMI	1965	[redacted]	
0021454	HE TALKS TO ME	Reid/Bourke	50.00	ASCAP	1989	[redacted]	
0194102	HE THINKS HE'LL KEEP HER	Carpenter/Schlitz	12.50	ASCAP	1992	[redacted]	
0219295	HE THINKS I DON'T KNOW	Isaac	100.00	BMI	2002	[redacted]	Mary J. Blige
0234252	HE WASN'T MAN ENOUGH	Mason/Jerkins/Daniels/Jerkins III	8.00	PRS	2000	[redacted]	Toni Braxton
0043893	HE WILL CARRY YOU	Brown, Scott Wesley	100.00	ASCAP	1982	[redacted]	
0031317	HE WORKS	Hugue/Silvey/McKeehan	16.67	BMI		[redacted]	dc Talk
	HEADS UP FOR THE WRECKING	BETH NIELSEN CHAPMAN	NEED MORE INFORMATION			[redacted]	Chapman, Beth Nielsen
0185233	HEALING WATERS	Tumes/Huesmann	50.00	APRA	1998	[redacted]	Michelle Tumes
0001284	HEART AND SOUL	Chapman/Chinn	100.00	ASCAP	1981	[redacted]	
	HEART BEATS LIKE A HAMMER	JULES BIHARI/RILEY B. KING	NEED MORE INFORMATION			[redacted]	Clapton, Eric/ B.B. King
0181745	HEART IS A LONELY HUNTER, TI	Hill/Sanders/Williams	33.34	BMI	1994	[redacted]	
0172581	HEART OF IMAGINATION	Transeau/Coe	50.00	GEMA		[redacted]	BT
0162480	HEARTBROKE EVERY DAY	LaBounty/Vincent/King	33.34	BMI	1994	[redacted]	
0332391	HEAT, THE (OUTRO)	Stone/Tablb	80.00	BMI	2001	[redacted]	Angie Stone
	HEATHER'S WALL		BMG DOES NOT CLAIM			[redacted]	
0052584	HEAVEN	Thomas/Winans	25.00	ASCAP	1989	[redacted]	Michelle Williams
0227942	HEAVEN HEALS	Osenga/Lockett/Aberle/Taquino/Co	58.67	ASCAP	2000	[redacted]	The Normals
0185588	HEAVEN WILL BE NEAR ME	Tumes	100.00	APRA	1998	[redacted]	Michelle Tumes
0250389	HEAVENLY FATHER	Sims/Writer Unknown	50.00	ASCAP	2001	[redacted]	Cece Winans
0013628	HEAVY BREATHING	Gibb/Gibb	100.00	BMI	1979	[redacted]	Bee Gees (The)
0008623	HEAVY TRAFFIC	Johnstone/Taupin/John	33.34	PRS	1989	[redacted]	John, Elton
0046455	HE'LL MAKE A WAY	Palmore	100.00	BMI		[redacted]	Daryl Coley
0337359	HELL YEAH	Wiseman/Steele	50.00	ASCAP	2002	[redacted]	Montgomery Gentry
0073439	HELP SAVE THE YOUTH OF AME	Bragg	100.00	PRS		[redacted]	Bragg, Billy
0159712	HELPING HAND	Grant/Darnell/Sims	15.00	ASCAP	1997	[redacted]	
0017082	HERE YOU ARE	Prestwood	100.00	BMI	1994	[redacted]	John McDermott
0037312	HEROES	Eno/Bowie	25.00	PRS	1977	[redacted]	
0194101	HEROES AND FRIENDS	Schlitz/Travis	12.50	ASCAP		[redacted]	Travis, Randy
0022017	HE'S IN DALLAS	Ross/MacRae/Kees	66.67	ASCAP	1990	[redacted]	McEntire, Reba
0060767	HEY HENRY	Gallo/Bihari	100.00	BMI	1955	[redacted]	Etta James
0265876	HEY LUV (ANYTHING)	Muchita/Johnson/Williams/Keith/Sc	78.00	BMI/ASC	2002	[redacted]	Mobb Deep Featuring 112
0053754	HIDEAWAY	Cetera	90.00	ASCAP		[redacted]	
0028254	HIDING PLACE	Chapman/Salley	66.67	SESAC	1987	[redacted]	

0233569	HI-FI KILLER	Jones	100.00	ASCAP	2001	[redacted]	American Hi-Fi
0224442	HIGH SPEED	Berryman/Buckland/Champion/Mart	100.00	PRS	2001	[redacted]	Coldplay
0030134	HIGHER WAYS	Nalsh/Chapman	29.18	BMI	1991	[redacted]	Steven Curtis Chapman
0060774	HIGHWAY BOUND	King/Taub	100.00	BMI	1953	[redacted]	
0219681	HILLARY	Osenga	66.67	ASCAP	2000	[redacted]	The Normals
0219681	HILLARY	Osenga	66.67	ASCAP	2000	[redacted]	The Normals
0219179	HIP HOP FURY	Diggs/Writer Unknown	10.00	BMI	1999	[redacted]	Various Artists
0052801	HIPPY HIPPY SHAKE	Romero	70.00	BMI	1959	[redacted]	
0028255	HIS EYES	Elliot/Chapman, Steven Curtis	22.22	BMI	1989	[redacted]	
0028260	HIS STRENGTH IS PERFECT	Salley/Chapman, Steven Curtis	66.67	SESAC	1987	[redacted]	
0160955	HIT 'EM UP	Jackson/Lambert/Golde/Shakur/Hit	28.75	BMI/ASC	1998	[redacted]	2Pac
0131158	HITCHHIKERS SMILE	Williams	100.00	BMI	1995	[redacted]	Williams, Victoria
0061209	HOBO BLUES	Hooker/Besman	100.00	BMI	1971	[redacted]	
NEED MORE INFO	H-O-E-K	K-Dee, Mack 10				[redacted]	Mack 10
0074972	HOLD ME JESUS	Mullins	100.00	ASCAP	1999	[redacted]	
0035204	HOLD ME NOW	Currie/Leeway/Bailey	100.00	PRS		[redacted]	
0053028	HOLD ON	Celera	100.00	ASCAP	1980	[redacted]	
0147035	HOLD YOUR EYES	Dimant/Nichol/Sheppard/McGrath/K	50.00	BMI	1996	[redacted]	Sugar Ray
0013636	HOLIDAY	Gibb/Gibb	100.00	BMI	1968	[redacted]	Various Artists
0004489	HOLIDAYS IN THE SUN	Lydon/Cook/Jones/Beverly	25.00	BMI	1977	[redacted]	The Sex Pistols
0263077	HOLLABACK	Mason/Thomas/Russell/Butler	31.25	PRS	2002	[redacted]	Mario
0226758	HOLLYWOOD FREAKS	Hansen/Simpson/King	70.00	ASCAP	1999	[redacted]	
0231273	HOLLYWOOD KISS	Hummon	100.00	BMI		[redacted]	
0202590	HOLY HOLY	Bannister/Bannister/Smith/Smith	25.00	ASCAP	1985	[redacted]	Emerson Drive
0043909	HOLY IS HIS NAME	Talbot	100.00	ASCAP	1981	[redacted]	
0148351	HOME	Shlek	100.00	BMI	1996	[redacted]	
0128230	HONKY TONK BOOGIE	Brooks, Hadda Rish	100.00	BMI		[redacted]	
0336173	HONY TONK (IF YOU LOVE COU	Hill/DiPiero/Sanders	33.34	BMI	2002	[redacted]	
0221461	HOODOO VOODOO	Bragg/Guthrie/Harris/Tweedy/Benni	8.34	PRS		[redacted]	Aaron Tippin
0063083	HOOGIE BOOGIE	Hooker/Besman	100.00	BMI	1971	[redacted]	Bragg, Billy & Wilco
0152026	HOPE HAS A WAY	Krippayne/Wood/Lacy	66.67	ASCAP	1996	[redacted]	John Lee Hooker
0033628	HOPE YOU'RE FEELING BETTER	Rolie	100.00	BMI	1970	[redacted]	
0051838	HOPE YOU'RE SATISFIED	James/Fuqua	100.00	BMI		[redacted]	
0049697	HOPELESSLY	Fisher/Astley	50.00	ASCAP	1994	[redacted]	Etta James
0196085	HORROR SHOW	Cadogan/Jenkins	20.00	BMI	1999	[redacted]	
0004577	HOT BUTTERFLY	Diamond	100.00	ASCAP		[redacted]	
0328711	HOT IN HERRE	Haynes/Brown/Williams/Hugo	22.50	ASCAP		[redacted]	Khan, Chaka
0060786	HOT LITTLE MAMA	Davis/Blahd/Watson	66.66	BMI	1955	[redacted]	Nelly
0048875	HOT ROD HEARTS	LaBounty/Greyar	50.00	BMI	1981	[redacted]	Johnny Guitar Watson
0211758	HOT ROD HOTEL	Bragg/Guthrie	50.00	PRS		[redacted]	Bragg, Billy & Wilco

0204993	HOUSE FULL OF RICHES	Sheik	100.00	BMI	1998	Sheik, Duncan
0145222	HOUSE THAT MERCY BUILT, THI	Cunningham/Huesmann	50.00	BMI	1996	
0052589	HOW CAN WE SEE THAT FAR	Hamby/Grant	50.00	ASCAP	1991	Grant, Amy
0064814	HOW COME YOU GO TO HER	Garvin/Bogusa/Smith	33.33	BMI	1993	Suzy Bogguss
0253075	HOW DO I TELL HER	Lawrence/Richardson	50.00	BMI	2001	Luther Vandross
0028275	HOW EXCELLENT IS THY NAME	Smith/Tunney/Tunney		ASCAP	1985	
0032022	HOW I COULD JUST KILL A MAN	Freese/Reyes/McCracklin/Futsom/M	56.66	ASCAP/	1993	Cypress Hill
0193312	HOW'S IT GOING TO BE	Cadogan/Jenkins/Salazar	50.00	BMI	1997	
0137260	HOY	Manzanero	100.00	SACM		Grupo Bryndis
	HUMPTY DUMPTY HEART	Hank Thompson	BMG DOES NOT CLAIM			Hank Thompson
0133164	HUNG UP	Weller	100.00	PRS	1996	Weller, Paul
0216023	HUNTER	Armstrong/Armstrong	35.00	PRS	1999	Dido
0166424	HYMN OF THE BIG WHEEL	Hinds/Del Naja/Marshall/Vowles/Ch	5.00	PRS		Massive Attack
0026984	I AM YOUR CHILD	Manilow/Panzer	100.00	BMI	1973	
0127171	I BELIEVE I'VE BEEN BLUE TOO I	King/Clark	BMG DOES NOT CLAIM			
0047153	I BUY HER ROSES	Ray/Brown	25.00	SESAC	1991	
0052725	I CALL IT LOVE	Brown/Sprague	82.50	ASCAP	1988	
0160256	I CAN ALMOST HEAR HER WING	Moore/Travis/Lee	33.34	BMI	1997	Travis, Randy
0060790	I CAN HEAR MY NAME	King/Ling	100.00	BMI	1964	
0056645	I CAN'T GET STARTED WITH YO!	Duke/Gershwin	BMG DOES NOT CLAIM	ASCAP		
0134995	I CAN'T WAIT	Hiatt	100.00	BMI	1995	
0262119	I CAN'T HELP YOU NOW	Sims/Kirkpatrick/Kennedy	33.34	ASCAP	2002	Bonnie Raitt
0013648	I CAN'T LET YOU GO	Gibb/Gibb/Gibb	100.00	BMI	1979	Bee Gees (The)
0194729	I CAN'T MAKE YOU LOVE ME	Reid/Shamblin	12.50	ASCAP		
0192560	I DO aka CAMMIE	Christodal	100.00	ASCAP	1998	Jude
0207572	I DON'T HAVE TO BE ME ('TIL MC	Shipley/Young/Azar	33.34	BMI	2002	Steve Azar
0265924	I DON'T KNOW ENOUGH ABOUT	Barbour, Lee	100.00	ASCAP		
0231226	I DON'T WANT TO ROCK D.J.	Chambers/Williams/Andrews/Paris/	16.00	PRS	2000	Robbie Williams
0194105	I FEEL LUCKY	Carpenter/Schlitz	12.50	ASCAP	1992	
0265529	I GET IT STARTED	Smith/Writer Unknown	16.67	BMI	2002	Mystikal
0202917	I GUESS I PLANTED	Bragg/Guthrie	50.00	PRS		Bragg, Billy & Wilco
0063206	I HAD A WOMAN	King/Josea	100.00	BMI	1970	
0008762	I JUST FALL IN LOVE AGAIN	Skelrov/Lloyd/Herbstritt/Dorff	100.00	ASCAP.	1977	
0126825	I JUST WANNA HANG AROUND \	Sembello/Sembello/Sembello/Semt	BMG DOES NOT CONTROL			
0017314	I KEEP COMING BACK TO YOU	Chapman/Lloyd	100.00	ASCAP/	1990	Benson, George
0023396	I LIKE THAT	Hudnall/Armstrong/Quander	40.00	BMI		Chapman, Beth Nielsen
0050307	I LIKE THE LIKES OF YOU	Duke/Harburg	50.00	ASCAP	1933	
0006302	I LIVE FOR YOUR LOVE	Reswick/Rich/Werfel	7.50	ASCAP/	1987	Cole, Natalie
0147094	I LOVE BEING HERE WITH YOU	Lee/Schluger	100.00	ASCAP	1960	
0054561	I LOVE THE WAY YOU LOVE ME	Shaw/Cannon	50.00	ASCAP	1991	

0265228	I LOVE YOU	Best/Lopez/Combs/Evans/Haynes/I	15.00	ASCAP	2002	Faith Evans
0201560	I LOVE YOU BABY	Lawrence, Ron/Writer Unknown	12.50	BMI		
0052213	I MISS THE WAY	Kirkpatrick/Smith	50.00	BMI	1988	
0051641	I NEED	Harrington/Patton	50.00	ASCAP	1996	
0060803	I NEED YOU SO BAD	King/Ling	100.00	BMI	1969	
	I NEED YOU TONIGHT	NEED MORE INFORMATION	NEED MORE INFORMATION			
0134273	I SAW YOU DANCING	Berggren	100.00	STIM	1995	Junior M.A.F.I.A.
0175864	I SHOULD HAVE BEEN THERE T(	Weller	100.00	PRS	1997	
0060804	I STAY IN THE MOOD	King/Josea	100.00	BMI	1967	Paul Weller
0194105	I TAKE MY CHANCES	Carpenter/Schlitz	12.50	ASCAP	1992	
0194055	I THINK ABOUT IT ALL THE TIME	Schlitz/Livsey	12.50	ASCAP		
0004710	I WANNA BE COMMITTED	Chapman/Chinn	100.00	ASCAP		
0130811	I WANNA GO TOO FAR	Martine/Robbins	12.50	BMI	1995	
0215884	I WANNA SING	Krippayne/Matthews/Hooper	66.67	ASCAP	1999	
0228457	I WANT PUSSY	Diggs/Jones	50.00	BMI	2000	Ol Dirty Bastard
0162481	I WANT TO BE LOVED LIKE THAT	LaBounty/Barnhart/Hogin	33.34	BMI		
0222002	I WANT TO BE YOUR EVERYTHII	Regan/Lindsey	50.00	ASCAP		
0061234	I WANT TO GET MARRIED	King/Josea	100.00	BMI	1957	
0074197	I WANT YOU	Roberts, Juliet / Jones	50.00	PRS	1995	
0184377	I WANT YOU BACK	Sandberg/Volle	100.00	STIM	1998	
0127176	I WANT YOU SO BAD	King	BMG DOES NOT CLAIM			N'Sync
0249818	I WANT YOUR LOVE	Cauty/Lyte/Kershaw/McClarnon/MC	8.77	PRS		
0026986	I WAS A FOOL TO LET YOU GO	Manilow/Panzer	100.00	BMI	1978	Atomic Kitten
0071866	I WAS BLOWN AWAY	Martine	25.00	BMI	1994	
0211764	I WAS BORN	Bragg/Guthrie	50.00	PRS		
0048496	I WAS MEANT TO BE WITH YOU	Powell/Cochran/Roe/Dubois	25.00	BMI	1993	Bragg, Billy & Wilco
0029323	I WILL BE HERE	Chapman, Steven Curtis	33.34	BMI	1990	
0216383	I WILL BE THERE	Gibb/Gibb/Gibb	100.00	BMI	2000	
0009230	I WILL NOT BE DENIED	Williams, Jerry Lynn	50.00	BMI		
0216976	I WILL RESCUE YOU	Kotcha	100.00	BMI	2000	
0234144	I WILL SURVIVE	Baxter/Teren/Bentley	33.34	BMI	2001	Plus One
0228943	I WISH FOR PEACE	Turnes	100.00	APRA	2000	Wild Horses
0330209	I WISH I WERE THE RAIN	Hummon/Writer Unknown	50.00	BMI	2002	Michelle Turnes
0200256	I WON'T GIVE UP	Powell/Cox/Stephens	30.00	BMI	1998	Shedaisy
0001282	I WRITE THE SONGS	Johnston	100.00	ASCAP	1979	
0043485	I.O.U. ME	Sprague/Winans/Thomas/Rapp/Hei	20.00	ASCAP	1997	
0139822	I'LL LEAD YOU HOME	Kirkpatrick/Smith	50.00	BMI	1997	
0127177	I'M GONNA DO WHAT THEY DO '	King	BMG DOES NOT CLAIM			
0061208	I'M IN THE MOOD	Hooker/Besman	100.00	BMI	1951	
0061667	I'VE GOT PAPERS ON YOU	King/Taub	100.00	BMI	1970	

0074110	IF I WAS ONLY WELCOMED IN al	Lawrence/Winans		50.00	ASCAP	1996	BeBe CeCe Winans
0047485	IF I WERE YOUR GIRL	Lawrence, Rhett/Bernard		50.00	ASCAP	1995	
0332395	IF IT WASN'T	Stone/Lyles/Moore		50.00	BMI	2001	Angie Stone
0149276	IF LOVE AIN'T THERE	Burke		33.34	BMI	1963	Nat King Cole
0030152	IF ONLY	Cregan/Savigar/Stewart		16.66			Stewart, Rod
0036291	IF THERE IS SOMETHING	Ferry		100.00	PRS		
0136938	IF TOMORROW NEVER COMES	Blazy/Brooks		50.00	ASCAP	1988	
0266722	IF YOU BELIEVE	Roche/Peiken		50.00	ASCAP	2002	Rachel Lampa
0053756	IF YOU LEAVE ME NOW	Cetera		80.00	ASCAP	1976	
0268542	I'LL BE HOME SOON	Osenga		66.67	ASCAP	2002	The Normals
0181785	I'LL GET YOU BACK	Mayo/Drake/Harbin		33.34	BMI	1999	Chesnutt, Mark
0143949	ILLUSIONS	Freese/Evans/Muggerud		25.00	ASCAP	1996	Cypress Hill
0063219	I'M A FOOL	Biahri/Berry		100.00	BMI		Etta James
0245353	I'M A FOOL	Jones		100.00	ASCAP	2001	American Hi-Fi
0329912	I'M BACK	Best/Cruz/Wilsford/Wilson/Caston/I		20.00	ASCAP	2002	AZ
0264099	I'M GOIN' BACK	Wiseman/Terry/Gravlatt		33.34	ASCAP	2001	Trace Ackins
0194109	I'M GONNA HAVE A LITTLE TALK	Schlitz/Travis		12.50	ASCAP		Travis, Randy
0061723	I'M JUST A COUNTRY BOY	Bihari/Szabo		100.00	BMI		Jimmy Witherspoon
0332747	I'M NOT BREAKIN'	Christian/Foster		50.00	BMI		Steve Holy
0149539	IMAGINATION	Burke/Van Heusen		25.00	ASCAP	1940	
	IMAGINE	C-Murder, Larry Mac, Soulja Slim	BMG DOES NOT CLAIM				Soulja Slim
0224919	IMMORTAL	Tumes/Kenney		90.00	APRA	2000	Michelle Tumes
0204987	IN BETWEEN	Sheik		100.00	BMI	1998	Sheik, Duncan
	IN FOR LIFE	Delgado/Garcia/Perez/Perez	BMG DOES NOT CONTROL				Terror Squad
0028361	IN HIS PRESENCE	Tunney/Tunney		66.67	ASCAP	1988	
0249096	IN MY PLACE	Berryman/Buckland/Champion/Man		100.00	PRS	2002	Coldplay
0047833	IN PICTURES	Doyle/Boyd		100.00	ASCAP	1994	
0053064	IN TERMS OF TWO	Cetera		80.00	ASCAP	1974	
0004711	IN THE HEAT OF THE NIGHT	Chapman/Chinn		100.00	ASCAP		
	IN THE REAL WORLD	Kerr/Jennings	BMG DOES NOT CLAIM				Roy Orbison
	IN THE TIME IT TAKES	BETH NEILSEN CHAPMAN	NEED MORE INFORMATION				Chapman, Beth Nielsen
0028373	IN THIS LITTLE ROOM	Chapman/Moore		25.00	BMI	1990	Steven Curtis Chapman
0033630	INCIDENT AT NESHABUR	Gianquinto/Santana		100.00	BMI	1970	
0332397	INGREDIENTS OF LOVE, THE	Stone/Haggins/Johnson/Barias/Hub		6.25	BMI	2001	Angie Stone
0202916	INGRID BERGMAN	Bragg/Guthrie		50.00	PRS		Bragg, Billy & Wilco
0134916	INNER GARDEN I	Fripp/Levin/Belew		40.00	PRS		King Crimson
0134917	INNER GARDEN II	Fripp/Levin/Belew		40.00	PRS		King Crimson
0066759	INSANE IN THE BRAIN	Freese/Reyes/Muggerud		50.00	ASCAP	1996	Cypress Hill
0160983	INVISIBLE MAN	Hosein/DeVilliers/Kipner		66.67	BMI	1997	
0232672	IS IT LOVE	Elofsson/Sandberg		67.50	STIM	2001	Play

0065226	IS IT OVER YET	Kirsch, Billy	100.00	BMI	1993	[redacted]	
0013693	ISLANDS IN THE STREAM	Gibb/Gibb/Gibb	100.00	BMI		[redacted]	Kenny Rogers
0034153	IT AIN'T COOL TO BE CRAZY ABI	Porter/Dillon	100.00	ASCAP	1986	[redacted]	
0203360	IT DON'T MATTER TO THE SUN	Sims/Kennedy/Kirkpatrick	8.34	ASCAP	1999	[redacted]	
0210831	IT FEELS SO GOOD	Burdick/Belofsky/Pleeth/Clarke	50.00	GEMA	2000	[redacted]	
0034561	IT HURTS TO BE IN LOVE	Greenfield/Sedeka	50.00	BMI	1964	[redacted]	
0180854	IT MATTERS TO ME	Hill/Sanders	50.00	BMI	1995	[redacted]	
0028363	IT MUST BE HIM	David/Becaud/Vidalin	33.34	SACEM		[redacted]	
0253574	IT WAS YOU	Wiseman/Bruce	31.25	ASCAP		[redacted]	
0027481	IT'S A HEARTACHE	Wolfe/Scott	50.00	PRS	1978	[redacted]	
0060821	IT'S A MEAN WORLD	King	100.00	BMI	1967	[redacted]	
0181073	IT'S ALWAYS SOMETHIN'	Mayo/Green	50.00	BMI	1999	[redacted]	
0002289	IT'S IMPOSSIBLE	Wayne/Manzanero	100.00	ASCAP	1970	[redacted]	
0026982	IT'S JUST ANOTHER NEW YEAR'	Manilow/Panzer	100.00	BMI		[redacted]	
0060822	IT'S MY OWN FAULT DARLIN'	King/Taub	100.00	BMI	1952	[redacted]	
0026981	IT'S A MIRACLE	Manilow/Panzer	100.00	BMI		[redacted]	Barry Manilow
0205063	IT'S MY OWN FAULT	Hooker/Besman	100.00	BMI		[redacted]	
0247253	I'VE LEARNED	Lauer/Writer Unknown	50.00	ASCAP	2002	[redacted]	Andy Griggs
0155472	JACKASS	Hansen/King/Simpson/Dylan	60.00	ASCAP	1996	[redacted]	Beck
0332400	JAM FOR THE LADIES	Stone/Moorer/Hall/Writer Unknown	10.00	BMI	2001	[redacted]	Moby
0132184	JAMAS TE DEJARE	Valadez	100.00	SACM		[redacted]	Rocio Durcal
0235361	JEALOUS	Stewart/O'Connor	50.00	PRS	2000	[redacted]	O'connor, Sinead
NEED MORE INFO	JESUS IS ALRIGHT	Traditional				[redacted]	The Holmes Brothers
0028407	JESUS IS BORN	Naish/Green/Green/Green	7.40	ASCAP	1987	[redacted]	
0009911	JESUS IS JUST ALRIGHT	Reynolds, Arthur	25.00	ASCAP	1969	[redacted]	
0247386	JEZEBEL	Hummon/Demarcus	50.00	BMI	2001	[redacted]	Chely Wright
0013703	JIVE TALKIN'	Gibb/Gibb/Gibb	100.00	BMI	1975	[redacted]	Bee Gees
0211755	JOE DI MAGGIO	Bragg/Guthrie	50.00	PRS		[redacted]	Bragg, Billy & Wilco
0147861	JOHNNY WAS A PYRO	Larkin, Patty	100.00	ASCAP		[redacted]	
0041792	JOY OF THE WORLD, THE (DIE F	Vale, Alliene	100.00	SESAC	1971	[redacted]	
0140382	JUAN Y MARIA	Valadez	100.00	SACM		[redacted]	
0027148	JUMP SHOUT BOOGIE	Manilow/Sussman	100.00	BMI	1976	[redacted]	
0060830	JUNGLE, THE	King/Josea	100.00	BMI	1967	[redacted]	
0180855	JUST ANOTHER HEARTACHE	Hill/Sanders	50.00	BMI	1997	[redacted]	
0036322	JUST ANOTHER HIGH	Ferry	100.00	PRS		[redacted]	Roxy Music
0029534	JUST ARRIVED	Manilow/Sussman/Feldman	100.00	BMI		[redacted]	
0060833	JUST LIKE A WOMAN	King	100.00	BMI		[redacted]	
0124555	JUST LIKE HEAVEN	Smith/Tolhurst/Gallup/Thompson/W	100.00	PRS		[redacted]	The Cure
0003955	JUST LIKE ME	Day/Hart	100.00	BMI		[redacted]	Pat Benatar
0179709	JUST LIKE ME	Seal/Dupri/Jones	40.00	ASCAP	1998	[redacted]	

0052799		JUST ONE LOOK	Payne/Carroll	100.00	BMI	1983	[redacted]	
0027149		JUST REMEMBER	Manilow/Mercer	50.00	BMI	1988	[redacted]	
0257158		JUST THAT GOOD	Kamin/Band	100.00	BMI	2001	[redacted]	The Calling
		JUST WHAT I NEEDED	Ocasek	BMG US DOES NOT CLAIM			[redacted]	
0206711		KALIFORNIA	Gibert/Cook	66.67	PRS	1999	[redacted]	Fatboy Slim
0186466	T-070.25	KASHMIR'S CORN	Williams	100.00	BMI	1998	[redacted]	Williams, Victoria
0130714		KEEP IT BETWEEN THE LINES	Louvin/Smith	50.00	BMI	1991	[redacted]	
0181855		KEEPER OF THE STARS	Mayo/Staley/Lee	50.00	BMI	1994	[redacted]	
0231221		KIDS	Chambers/Williams	50.00	PRS	2000	[redacted]	Robbie Williams & Kylie Mir
0163257		KING JAMES VERSION	Bragg	100.00	PRS		[redacted]	Bragg, Billy
0127155		KING OF GUITAR	King	100.00	BMI	1985	[redacted]	
0032913		KING OF WHO I AM, THE	Sykes/Goodman	100.00	ASCAP	1984	[redacted]	
0180537		KISS 'EM ALL	Regan/Pennig	50.00	ASCAP	1999	[redacted]	Lace
0004637		KISS YOU ALL OVER	Chapman/Chinn	100.00	PRS	1979	[redacted]	
0214992		KLAP YOUR HANDZ	Walta/Miljak	100.00	GEMA		[redacted]	Das Efx
0006107		LA FELICIDAD	Contreras	100.00	SADAIC		[redacted]	Flaco Jimenez
0133163		LA MEDIA VUELTA	Jimenez	100.00	SACM		[redacted]	
0003347		LADY LOVE ME (ONE MORE TIMI	Howard/Paich	50.00	PRS		[redacted]	
0036294		LADYTRON	Ferry	100.00	PRS		[redacted]	Roxy Music
0028442		LANGUAGE OF LOVE IS JESUS,	Nelson/Naish/Brown/McHugh	39.44	ASCAP/	1987	[redacted]	
0253587		LAST THING ON MY MIND, THE	Wiseman/Anderson	37.50	ASCAP		[redacted]	
0186465	T-070.25	LAST WORD	Williams	100.00	BMI	1998	[redacted]	Williams, Victoria
0203298		LATELY	Gibson/Allen	50.00	ASCAP	1999	[redacted]	
0262175		L'AUTRE VALSE D'AMELIE 3	Tiersen	50.00	SDRM		[redacted]	
0205333		LAZY FILES	Hansen	100.00	ASCAP	1998	[redacted]	
0052275		LEAD ME ON	Kirkpatrick/Smith/Grant	33.34	BMI	1988	[redacted]	
0026957		LET FREEDOM RING	Manilow/Sussman/Feldman	100.00	BMI	1986	[redacted]	
0186469	T-070.25	LET IT BE SO	Williams	100.00	BMI	1998	[redacted]	Williams, Victoria
0004934		LET IT SHINE	Hargrove	100.00	BMI	1973	[redacted]	
0032259		LET ME BE YOUR WINGS	Manilow/Sussman/Feldman	100.00	BMI		[redacted]	
0174330		LET ME ENTERTAIN YOU [STRE]	Chambers/Williams	50.00	PRS		[redacted]	Various Artists
0044420		LET ME HAVE A DREAM	Rogers	100.00	ASCAP	1977	[redacted]	Dannie Belle Hall
0231630		LET ME LOVE YOU	Mayo/Luther/Green/Lindsey	50.00	BMI	2001	[redacted]	Tim McGraw
0203677		LET YOUR DADDY RIDE	Hooker/Besman	100.00	BMI		[redacted]	John Lee Hooker
0203457		LET YOUR LOVE	Madeira/Borders/Borders	33.34	ASCAP	1999	[redacted]	
		LET'S GET DOWN TO BUSINESS	King	BMG DOES NOT CLAIM			[redacted]	
0227041		LET'S MAKE LOVE	Mayo/Luther/Green/Lindsey	50.00	BMI	2000	[redacted]	
0124628		LET'S GO TO BED	Smith/Tolhurst	100.00	PRS		[redacted]	The Cure
0251789		LETTER 2 MY UNBORN	Jackson/Jackson/Shakur/Higgens/	21.25	ASCAP	2001	[redacted]	2Pac
C004488		LIAR	Lydon/Cook/Jones/Matlock	25.00	BMI	1977	[redacted]	The Sex Pistols

0055661	LIDO SHUFFLE	Scaggs/Patch	50.00	ASCAP	1976	
0139518	LIFE GOES ON	Fellows/Gray/McHugh	33.34	BMI	1995	
0018297	LIFE HOLDS ON	Chapman	100.00	ASCAP	1990	Chapman, Beth Nielsen
0034117	LIFE IS A HIGHWAY	Cochrane	100.00	SOCAN	1993	Tom Cochrane
0073451	LIFE WITH THE LIONS	Bragg	100.00	PRS		Bragg, Billy
0032918	LIFT HIM UP	Jarvis, Don	100.00	ASCAP	1989	
0213920	LIFT ME UP	Watkins/Wilson/Halliwell/Ackerman	50.00	PRS	1999	Geri Halliwell
0043984	LIFT UP A SONG	Fry, Steven	100.00	ASCAP	1984	
0245405	LIFT YOUR FIST	Thompson/Collins/Poyser/Elam	55.00	BMI	2001	Guru's Jazzmatazz
0202544	LIGHT IN YOUR EYES	Sims/Sloan	12.50	ASCAP		
0030884	LIGHTS	Williams	100.00	BMI	1995	Williams, Victoria
0020655	LILY WAS HERE	Stewart	100.00	PRS		Various Artists
0249297	LINCHPIN	Cazares/Bell/Wolbers/Bell/Herrera	100.00	ASCAP	2001	Fear Factory
0216815	LISTEN	Thornalley	100.00	PRS		Johnny Hates Jazz
0021485	LISTENING TO OLD VOICES	Hiatt	100.00	BMI	1990	Hiatt, John
0148340	LITTLE HANDS	Sheik/Banish	75.00	BMI	1996	Sheik, Duncan
0162104	LITTLE HEAD	Hiatt	100.00	BMI	1997	
0053018	LITTLE MISS LOVIN'	Cetera	100.00	ASCAP	1979	
0135193	LITTLE OLD LADY FROM PASADI	Christian/Atfield	50.00	BMI	1984	
0160954	LITTLE RASCALS	Diggs	100.00	BMI	1996	Shyheim
0073448	LITTLE TIME BOMB	Bragg	100.00	PRS		Bragg, Billy
	LIVE YOUR LIFE		STILL RESEARCHING			Bomfunk MC's
0026959	LOLA	Manilow/Sussman/Feldman	100.00	BMI	1985	
0193313	LONDON	Cadogan/Jenkins/Salazar	50.00	BMI	1998	
0005609	LONELY	Lynn/Matasa	NEED MORE INFORMATION			Kenny Rogers
0145008	LONELY RIVER	Kirkpatrick/Smith	50.00	BMI	1996	Susan Ashton
0071976	LONELY TOO LONG	Rice/Rice/Lawler	66.67	ASCAP	1996	
0253591	LONELY TOO LONG	Wiseman/Anderson	37.50	ASCAP		
0165345	LONG DISTANCE AFFAIR	Barnes/Steele/Van Zant	100.00	ASCAP	1983	38 Special
0055655	LOOK WHAT YOU'VE DONE TO M	Scaggs/Foster	66.67	ASCAP	1980	
0181664	LOOK WHERE SHE IS TODAY	Hill/Spencer	50.00	BMI	1996	Wills, Mark
0127118	LOOKING THE WORLD OVER	King/Josea	100.00	BMI		
0071706	LOSER	Hansen/Stephenson	100.00	ASCAP	1994	
0053019	LOSER WITH A BROKEN HEART	Cetera	100.00	ASCAP	1979	
0193314	LOSING A WHOLE YEAR	Cadogan/Jenkins/Salazar	50.00	BMI	1997	
0004162	LOST IN LOVE	Russell, Graham	100.00	PRS	1980	Air Supply
0021724	LOST IN THE FIFTIES TONIGHT	Reid/Parris/Seals	25.00	ASCAP	1985	
0202545	LOST IN YOU	Sims/Kennedy/Kirkpatrick	8.34	ASCAP	1999	
0013746	LOST IN YOUR LOVE	Gibb/Gibb	100.00	BMI	1979	Bee Gees (The)
0052606	LOST WITHOUT YOU	Thomas/Winans	25.00	ASCAP	1989	

0260364		LOVE	Lawrence	25.00	BMI	2001	Mary J. Blige
0041582		LOVE	Williams	100.00	BMI	1993	Williams, Victoria
0061721		LOVE AND FRIENDSHIP	Bihari/Szabo	100.00	BMI	2000	Jimmy Witherspoon
0241890		LOVE I FOUND IN YOU, THE	Brickman/Writer Unknown	50.00	SESAC	2000	
0003369		LOVE IS A BATTLEFIELD	Chapman/Knight	50.00	ASCAP	1984	
0036323		LOVE IS THE DRUG	MacKay/Ferry	100.00	PRS	1975	
0171674		LOVE IS THE RIGHT PLACE	Hummon/Sims	75.00	BMI / AS	1997	
0061458		LOVE IS WHAT WE MAKE IT	Murrah/Stegall	37.50	BMI	1985	Kenny Rogers The First Ed
0022142		LOVE JUNKYARD	Keller/Weiss	50.00	BMI	1991	Jones, Ricki Lee
0013749		LOVE ME	Gibb/Gibb	100.00	BMI	1976	Bee Gees (The)
0060666		LOVE ME BABY	Booker/Bihari	100.00	BMI	1956	Johnny Guitar Watson
0036331		LOVE ME MADLY AGAIN	Ferry	100.00	PRS		Bryan Ferry
0053042		LOVE ME TOMORROW	Cetera/Foster	50.00	ASCAP	1982	
0006319		LOVE NEVER DIES	Caffey/Caffey/Nowels	80.00	ASCAP	1987	
0209139		LOVE OF MY LIFE	Brickman/Douglas	50.00	SESAC	1999	
0055060		LOVE PROFOUND	Kirkpatrick	100.00	BMI	1996	Susan Ashton
0234251		LOVE REMAINS	Goodrum/Mathes	50.00	ASCAP		
0013753		LOVE SO RIGHT	Gibb/Gibb/Gibb	100.00	BMI	1976	Bee Gees (The)
0018610	T-070.10	LOVE SOMEONE LIKE ME	Dunn/Foster	100.00	BMI	1986	Dunn, Holly
0201813		LOVE SONG	Turner, Jennifer	100.00	ASCAP	1999	
0028519		LOVE WILL BE OUR HOME	Chapman, Steven Curtis	33.33	BMI	1994	
0253656		LOVE WORKING ON YOU	Wiseman/Collins	25.00	ASCAP		
0061230		LOVE YOU BABY	King/Taub	100.00	BMI	1954	
0028521		LOVE YOU WITH MY LIFE	Chapman, Steven Curtis	33.33	BMI	1990	
0044289		LOVE'S NOT A FEELING	Frazier/Camp	100.00	ASCAP	1984	
0228938		LOVELY	Turnes	100.00	APRA	2000	Michelle Turnes
0013757		LOVERS	Gibb/Gibb/Gibb	100.00	BMI	1976	Bee Gees (The)
0031778		LOVIN' A HURRICANE	Hiatt	100.00	BMI	1993	
0055682		LOWDOWN	Scaggs/Polch	50.00	ASCAP	1976	
0053752		LOWDOWN	Cetera/Seraphine	30.00	ASCAP	1971	
0004319		LUCIFER	Parsons/Woolfson	100.00	BMI	1979	
0127202		LUCILLE	King	BMG DOES NOT CLAIM			Trance Atlantic Air Waves
0138071		LUCKY LOVE	Berggren/Steinberg	80.00	STIM	1995	
0199037		MACY DAY PARADE	Penn, Michael	100.00	BMI	1996	
0332387		MAD ISSUES	Stone/Tabib/Moore	50.00	BMI	2001	Angie Stone
0034118		MAD MAD WORLD	Cochrane	100.00	SOCAN	1993	
0330609		MAGAZINES	Sheik	100.00	BMI	2002	Duncan Sheik
0196086		MAKE UP YOUR MIND	Mayo/Lindsey	50.00	BMI	1998	Deana Carter
0053755		MAMA MAMA	Cetera	90.00	ASCAP		
0195488		MAN OF MY WORD	Shamblin/Burr	9.37	ASCAP		

0026962	MAN WANTED	Manilow/Sussman/Feldman		100.00	BMI	1985	
0036371	MANIFESTO	Ferry/Manzanera		100.00	PRS		Roxy Music
0031829	MARE	Maycotte/Yance/Galaraza/Pacho/Hr		100.00	SACM		
0126757	MARGARITA	Sembello/Waldman		50.00	ASCAP		Bobby Pulico
0071072	MAYBE SHE'S HUMAN	Martine/Robbins		12.50	BMI	1995	
0001781	ME NACE DEL CORAZON	Valadez		100.00	SACM	1991	
0211762	MEANEST MAN	Bragg/Guthrie		50.00	PRS		Bragg, Billy & Wilco
0209128	MEANT TO BE	Brickman		100.00	SESAC		
0016347	MEET ME UNDER THE MISTLETC	Collins/Irwin		66.66	ASCAP	1989	Travis, Randy
0330611	MEMENTO	Sheik		100.00	BMI	2002	Duncan Sheik
0015811	MEMORIES OF OLD SANTA FE	RICK PEOPLES/ROGER BROWN	DENIED				Travis, Randy
0209129	MEMORY	Brickman		100.00	SESAC	1999	
0175870	MERMAIDS	Weller		100.00	PRS	1997	Weller, Paul
0207179	MERRY CHRISTMAS, HAPPY HO	Degiorgio/Timberlake/Chasez/Renr		10.00	SOCAN	1999	N Sync
0140330	MEXICO QUE SE NOS FUE, EL	Valadez		100.00	SACM		
0283536	MI CHICO LATINO	Watkins/Wilson/Halliwell		66.67	PRS	1999	Geri Halliwell
0021165	MI FRACASO	Valadez		100.00	SACM	1991	
0003540	MICKEY	Chapman/Chinn		100.00	PRS	1982	
	MIDNIGHT	King	BMG DOES NOT CLAIM				
0140134	MIDNIGHT CINDERELLA	Blazy/Brooks/Williams		33.34	BMI	1996	
0203118	MILLENIUM	Chambers/Bricusse/Barry/Williams		33.34	PRS		Robbie Williams
0172641	MIRACLE IN THE MAKING	Doyle/Kear		100.00	ASCAP	1998	Singletary, Daryle
0202550	MIRROR BALL	Sims/Frederick/Sims		8.34	ASCAP		
0017345	MISERY AND GIN	Durrill/Garrett		100.00	ASCAP/BMI		
0127185	MISS MARTHA KING	King		100.00	BMI		
0184218	MISS MISERY	Smith, Steven P.		100.00	BMI	1997	
0224918	MISSING YOU	Tumes/Kenney		50.00	APRA	2000	Michelle Tumes
0057420	MISSISSIPPI QUEEN	West/Pappalardi/Laing/Rea		100.00	ASCAP	1970	
0061529	MISTREATED BLUES	Taub/Hopkins		100.00	BMI	1971	
0064608	MISTREATED WOMAN	King/Taub		100.00	BMI		
0149286	MISTY	Burke/Garner		16.66	ASCAP	1954	
0226749	MIXED BIZNESS	Hansen		100.00	ASCAP	1999	
0336181	MOMENT LIKE THIS, A	Elofsson/Reid		50.00	STIM	2002	Kelly Clarkson
0200669	MOMMA AIN'T HOME TONIGHT	Shirley/Wade/Moore/Honeycutt		25.00	BMI	1999	Confederate Railroad
0168474	MORE LIKE A WHISPER	Krippayne/Siter		50.00	ASCAP	1998	
0013776	MORE THAN A WOMAN	Gibb/Gibb/Gibb		100.00	BMI		Tavares
0013441	MORE THAN EVER	Tanner/Nelson/Nelson		33.34	ASCAP	1990	
0250629	MORE THAN WHAT I WANTED	Sims/Gurvitz/O'Neal		33.34	ASCAP	2001	Cece Winans
0028568	MORE TO THIS LIFE	Chapman/Nalsh		31.80	ASCAP,	1990	
0036295	MOTHER OF PEARL	Ferry		100.00	PRS		Roxy Music

0143695	MOTHER OF THE BRIDE	Bragg		100.00	PRS		Bragg, Billy
0071828	MOVING ON UP	Pickering/Heard		50.00	PRS	1994	M-People
0143691	MOVING THE GOALPOSTS	Bragg		100.00	PRS		Bragg, Billy
0056652	MR. GONE	Gilbert/Sheehan/Torpey		50.00	BMI	1993	Mr. Big
0013781	MR. NATURAL	Gibb/Gibb		100.00	BMI	1979	
0067678	MUCHACHA	Duke/Gorney/Harburg		33.34	ASCAP	1931	
0054553	MUSIC ON THE WIND	Shaw/Byrd/Stanfield		33.34	ASCAP	1991	
0054553	MUSIC ON THE WIND	Shaw/Byrd/Stansfield		33.34	ASCAP		
0229853	MUSIC SOUNDS BETTER WITH \	Musker/King/Bangalter/Quemel Col		25.00	PRS		Stardust
0073445	MUST I PAINT YOU A PICTURE	Bragg		100.00	PRS		Bragg, Billy
0073511	MUTHERFUKER	Hansen		100.00	ASCAP	1994	
0063569	MY BABY'S GONE	Taub		100.00	BMI	1979	
0201776	MY BEST FRIEND	Mayo/Luther		100.00	BMI	1999	
	MY BEST FRIENDS GIRL	Ocasek	BMG US DOES NOT CLAIM				
0185229	MY CONSTANT ONE	Tumes		100.00	APRA	1998	Michelle Tumes
0044372	MY EYES ARE DRY	Green, Keith		100.00	ASCAP	1979	
0211760	MY FLYING SAUCER	Bragg/Guthrie		50.00	PRS		Bragg, Billy & Wilco
0201814	MY FRIEND'S GALLERY	Turner		100.00	ASCAP	1999	Fursilde
0212533	MY GIDGET	Greenfield/Sedaka		50.00	BMI		
0162467	MY KIND OF CRAZY	LaBounty/Cook/Brooks		33.34	BMI	1994	
0065895	MY KIND OF GIRL	Powell/Jarrad/Cochran		33.34	BMI	1994	
0030109	MY KINDA WOMAN	Gilbert/Sheehan/Martin		45.00	BMI	1991	Mr. Big
0151610	MY LAST CIGARETTE	Hewerdine/Maccoll/Clark		25.00	PRS		
0036373	MY LITTLE GIRL	Ferry/Manzanera		100.00	PRS		Roxy Music
0126980	MY LOVE IS FOR REAL	Lawrence, Rhett/Abdul		85.00	ASCAP	1995	
0057868	MY MIND	Berggren		100.00	STIM	1994	
0243279	MY ONLY ENEMY	Jones		100.00	ASCAP	2001	American Hi-Fi
0036343	MY ONLY LOVE	Ferry		100.00	PRS		Roxy Music
0202553	MY STORY	Sims/Licciardello/Wolk/T-Bone		8.75	ASCAP		Carman
0026597	MY TURN NOW	Chapman/Lamb		25.00	BMI	1989	
0179711	MY WAY	Seal/Dupri/Raymond		40.00	ASCAP	1997	
0219162	N 2 GETHER NOW	Smith/Martin/Borland/Otto/Rivers/D		25.00	BMI	2000	Limp Bizkit
0057385	NANTUCKET SLEIGHRIDE	Pappalardi/Collins		100.00	ASCAP	1971	
0193315	NARCOLEPSY	Cadogan/Jenkins/Salazar		50.00	BMI	1998	
0134993	NATIVE SON	Hiatt		100.00	BMI		
0251820	NATURE	Muchita/Johnson/Glover/Robinson/		20.00	BMI/ASC	2001	India.Arie
	NATURE BOY	WILLIAMS	NEED MORE INFORMATION				Williams, Victoria
0328703	NELLYVILLE	Haynes/Epperson		50.00	ASCAP	2002	Nelly
0040988	NEON ROW	Kees/Jay		100.00	BMI	1966	
0251800	NESSUN DORMA	Simoni/Adami/Puccini		100.00	SIAE		

		NESSUN DORMA	Frank Peterson, Giacomo Puccini	DO NOT CONTROL THIS ARRANGEMEN				[redacted]	Sarah Brightman
0262061	T-071.33	NEVER	Isaac		100.00	BMI	2002	[redacted]	Mario
0265523		NEVER BE THE SAME AGAIN	Woods/Coles/Palmer/Moore/Mcken		20.00	BMI	2002	[redacted]	Ghostface Killah featuring C
0192015		NEVER EVER	Mather/Jazayeri/Lewis		40.00	GEMA	1998	[redacted]	
0245907		NEVER HAD A DREAM COME TF	Ellis/Dennis		50.00	PRS	2000	[redacted]	
0029227		NEVER KNEW LOVE LIKE THIS B	Lucas/Mtume		50.00	BMI	1980	[redacted]	
0228068		NEW OLD HAT	Cline		100.00	ASCAP	2000	[redacted]	Banyan
0228068		NEW OLD HAT	Cline		100.00	ASCAP	2000	[redacted]	Banyan
0155473		NEW POLLUTION, THE (LP VERS	Hansen/Simpson/King		66.67	ASCAP	1996	[redacted]	
0060718		NEW WAY OF DRIVING, A	King/Ling		100.00	BMI		[redacted]	
0004486		NEW YORK	Lydon/Cook/Jones/Matlock		25.00	BMI	1978	[redacted]	The Sex Pistols
0147114		NEW YORK CITY BLUES	Lee/Jones/Schluger		100.00	ASCAP	1983	[redacted]	
0169874		NEXT LIFETIME	Wright/Scott		50.00	ASCAP	1997	[redacted]	
0024190		NEXT TO YOU NEXT TO ME	Orrall/Wright		50.00	ASCAP	1990	[redacted]	
0262169		NI UN POQUITO DE PIEDADE	Pires Do Nascimento/Ferreira/Estef		66.67	SICAM		[redacted]	Alexandre Pires
0179708		NICE & SLOW	Seal/Dupri/Raymond/Casey		45.00	ASCAP	1997	[redacted]	
0204994		NICHIREN	Sheik		100.00	BMI	1998	[redacted]	Sheik, Duncan
		NICKELS AND DIMES AND LOVE	CLARK/MACRAE	STILL RESEARCHING				[redacted]	Montgomery, John Michael
0229737		NIGGA PLEASE	Diggs/Jones		50.00	BMI	2000	[redacted]	Ol Dirty Bastard
0036325		NIGHTINGALE	Bryan Ferry, Phil Manzanera		100.00	PRS		[redacted]	Roxy Music
0013798		NIGHTS ON BROADWAY	Gibb/Gibb/Gibb		100.00	BMI	1976	[redacted]	Bee Gees (The)
0002923		NIGHTSHIFT	Lambert/Golde/Orange		33.34	BMI	1985	[redacted]	
0186227		NINE WAYS[PLUMP DJ'S REMIX]	Napolitano/Pearce		50.00	PRS		[redacted]	Liquid Todd
0328421		NINETEEN SOMETHING	Lee/Writer Unknown		50.00	BMI	2002	[redacted]	Mark Wills
0071715		NITEMARE HIPPY GIRL	Hansen		100.00	ASCAP	1994	[redacted]	
0009122	T-070.15	NO ALIBIS	Williams		25.00	BMI	1990	[redacted]	Clapton, Eric
0227944		NO ALIBIS	Osenga/Lockett/Aberle/Taquino/Co		56.67	ASCAP	2000	[redacted]	The Normals
0227944		NO ALIBIS	Osenga/Lockett/Aberle/Taquino/Co		56.67	ASCAP	2000	[redacted]	The Normals
0030137		NO BETTER PLACE	Chapman/Naish		29.17	BMI	1991	[redacted]	
0023384		NO BUSINESS	Hiatt		100.00	BMI		[redacted]	Bonnie Raitt
0002630		NO FEELINGS	Lydon/Cook/Jones/Matlock		25.00	BMI		[redacted]	The Sex Pistols
0148755		NO HIGHER PLACE	Harrington/Arends		65.00	ASCAP		[redacted]	
0030153		NO HOLDING BACK	Cregan/Savigar/Stewart		22.50			[redacted]	Stewart, Rod
0169869		NO LOVE	Wright/Bradford/Hutson/Dickerson/		50.00	ASCAP	1997	[redacted]	
0202556		NO MONSTERS	Sims/Licciardello		8.75	ASCAP	1996	[redacted]	Carman
		NO MORE (BABY I'MA DO IT RIGHT)		BMG DOES NOT CLAIM				[redacted]	3LW
0030727		NO MORE DOGGIN'	Taub/Gordon		100.00	BMI	1966	[redacted]	
0170972		NO MORE PRETENDING	Matthews/Krippayne		100.00	BMI / AS	1997	[redacted]	
		NO ONE KNOWS BUT YOU	BETH NEILSEN CHAPMAN	NEED MORE INFORMATION				[redacted]	Chapman, Beth Nielsen
0043165		NO ONE LIKE YOU	Meine/Schenker		100.00	GEMA		[redacted]	

0027105	NO OTHER LOVE	Manilow/Anderson	100.00	BMI	1981	[redacted]	
0034119	NO REGRETS	Cochrane	100.00	BMI	1993	[redacted]	
0036375	NO STRANGE DELIGHT	Ferry/ Manzanera	100.00	PRS		[redacted]	Roxy Music
0019203	NO SYSTEM FOR LOVE	Chapman	100.00	ASCAP	1990	[redacted]	Chapman, Beth Nielsen
0053022	NO TELL LOVER	Cetera/Serphine/Loughnane	33.34	ASCAP	1973	[redacted]	
0016969	NO TENGO DINERO	Valadez	100.00	SACM		[redacted]	
0003019	NO YOU DON'T	Chapman/Chinn	100.00	ASCAP	1978	[redacted]	
0005320	NOBODY OWNS ME	Caffey/Leiberman/Holden	100.00	ASCAP	1987	[redacted]	
0143699	NORTH SEA BUBBLE	Bragg	100.00	PRS		[redacted]	Bragg, Billy
0146561	NORTHERN INDUSTRIAL TOWN	Bragg	100.00	PRS		[redacted]	Bragg, Billy
0217000	NOT OF THIS EARTH	Chambers/Williams	50.00	PRS		[redacted]	
0324560	NOT SO DISTANT DAY	Hummon/Followill/Followill	33.34	BMI	2002	[redacted]	
0204992	NOTHING SPECIAL	Sheik	100.00	BMI	1998	[redacted]	Sheik, Duncan
0024931	NOTHING'S GONNA STOP US N(	Warren/Hammond	18.75	ASCAP	1987	[redacted]	
0257150	NOTHING'S CHANGED	Kamin/Band	100.00	BMI	2001	[redacted]	The Calling
0148344	NOVEMBER	Sheik	100.00	BMI	1996	[redacted]	
0061554	NUMBER ONE	Bihari	100.00	BMI		[redacted]	Etta James
0033172	OCEAN FRONT PROPERTY	Porter/Dillon/Cochran	66.67	ASCAP	1987	[redacted]	
0235164	ODDITY	Fafara/Rascon/Foss/Cox	100.00	ASCAP		[redacted]	Coal Chamber
0060734	OH BABY	Bihari/Watson/Davis	66.66	BMI		[redacted]	Johnny Guitar Watson
0026521	OH CAROL	Greenfield/Sedaka	50.00	BMI	1959	[redacted]	
0044032	OH I WANT YOU TO KNOW MOR	Fry, Steven	100.00	ASCAP	1983	[redacted]	
0044033	OH LORD, YOU'RE BEAUTIFUL	Green, Keith	100.00	ASCAP	1981	[redacted]	
0328893	OH NELLY	Haynes/Epperson/Lee	45.00	ASCAP	2002	[redacted]	Nelly
0194110	OH WHAT A TIME TO BE ME	Schlitz/Travis	12.50	ASCAP		[redacted]	Travis, Randy
0036344	OH YEAH	Ferry	100.00	PRS		[redacted]	Roxy Music
0132948	OLE OLE OLE (7')	Aitken/Waterman/Stock/Armath/Dej	18.00	PRS		[redacted]	
0330608	ON A HIGH	Sheik	100.00	BMI	2002	[redacted]	Duncan Sheik
0159866	ON AND ON	Wright/Cantero	50.00	ASCAP	1997	[redacted]	
0330614	ON HER MIND	Sheik/Jones	50.00	BMI	2002	[redacted]	Duncan Sheik
0268544	ON MY OWN	Osenga/Lockett	66.67	ASCAP	2002	[redacted]	The Normals
0223258	ON THE COAST OF SOMEWHER	Reid/Luther/Simpson	100.00	ASCAP/	2002	[redacted]	Kenny Chesney
0328716	ON THE GRIND	Haynes/Thomas/Epperson	45.00	ASCAP	2002	[redacted]	Nelly
0139508	ON THE VERGE	Prestwood	100.00	BMI	1995	[redacted]	
0037361	ONCE IN A LIFETIME	Eno/Frantz/Byrne/Harrison/Weymo	25.00	PRS	1981	[redacted]	Talking Heads
0211589	ONE AND THE SAME	Matthews/Carlson	50.00	ASCAP	1999	[redacted]	Take 6
0179923	ONE DAY YOU'LL BE MINE	Seal/Raymond/Dupri/Jasper	22.50	ASCAP	1997	[redacted]	
0021488	ONE KISS	Hiatt	100.00	BMI	1990	[redacted]	Hiatt, John
0036337	ONE KISS	Ferry	100.00	PRS		[redacted]	Bryan Ferry
0027412	ONE MAN WOMAN aka FEELS LI	Roberts/Prince/Garrett	33.34	PRS		[redacted]	Jones, Quincy

0021733		ONE NIGHT	Reid/Seals	50.00	ASCAP	1987	[redacted]	Rogers, Kenny
0165348		ONE OF THE LONELY ONES	Barnes/Steele/Van Zant	100.00	ASCAP	1983	[redacted]	38 Special
0127617		ONE OF THESE DAYS	Hummon/Powell/Raines	66.67	BMI	1997	[redacted]	
0182541		ONE OF THOSE NIGHTS TONIGH	Giles/Longacre	50.00	BMI	1997	[redacted]	
0004151		ONE THAT YOU LOVE, THE	Russell	100.00	PRS	1981	[redacted]	Air Supply
0048951		ONE TOKE OVER THE LINE	Brewer/Shipley	100.00	BMI	1970	[redacted]	
0253596		ONE TONIGHT	Wiseman/Anderson	37.50	ASCAP		[redacted]	
0181501		ONE, TWO, I LOVE YOU	Hill/Jones	50.00	BMI	1997	[redacted]	
0178376		ONLY FOR THE WEAK	Puryear/Shead/Krippayne	100.00	BMI / AS	1999	[redacted]	
0028674		ONLY LOVE	Hummon/Murrah	50.00	BMI	1993	[redacted]	
		ONLY SO MANY TEARS	BETH NEILSEN CHAPMAN	NEED MORE INFORMATION			[redacted]	Chapman, Beth Nielsen
0019403	T-070.24	ONLY WHEN I LOVE	Dunn/Water/Shapiro	33.34	BMI	1987	[redacted]	Dunn, Holly
0258183		OOH OOH	Nelson/Williford	50.00	PRS	2001	[redacted]	Ford, Willa
0257143		ORDINARY LOVE	Wiseman/Diperio/Truman	25.00	ASCAP		[redacted]	
0044427		ORDINARY PEOPLE	Hall	100.00	ASCAP	1977	[redacted]	Dannie Belle Hall
0181697		ORDINARY PEOPLE	Hill/Wiseman	87.50	BMI / AS	1998	[redacted]	
0230548		OTHER EMCEE'S	Salovaara/Ebanks	100.00	STIM		[redacted]	Bomfunk MC's
0060748		OTHER NIGHT BLUES, THE	King/Taub	100.00	BMI	1971	[redacted]	
0169879		OTHER SIDE OF THE GAME	Thompson/Hubbard/Wright/Nichols	75.00	BMI / AS	1997	[redacted]	
0165714		OUR LIPS ARE SEALED	Wiedlin/Hall	60.00	ASCAP	1981	[redacted]	
0293079		OUR SONG	Mather/Jazayeri/Gibb/Gibb/Gibb	30.00			[redacted]	M2m
0073645		OUT FROM THE DEEP	Coleman/Dudley/McCurly/Morsman	2.50	PRS		[redacted]	
0028683		OUT IN THE HIGHWAYS	Moore/Chapman	12.50	BMI	1990	[redacted]	Steven Curtis Chapman
0244960		OUT OF CONTROL	Salovaara/Virtanen	100.00	TEOSTO		[redacted]	Darude
0192382		OUT OF L.A.	Christodal	100.00	ASCAP	1998	[redacted]	Jude
0148349		OUT OF ORDER	Shelk	100.00	BMI	1996	[redacted]	
0035423		OUT OF THE BLUE	Ferry/ Manzanera	100.00	PRS		[redacted]	Roxy Music
0133162		OUT OF THE SINKING	Weller	100.00	PRS		[redacted]	Weller, Paul
0061380		OVER MY HEAD	McVie	100.00	BMI	1977	[redacted]	
0201808		OVER MY HEAD	Turner, Jennifer	100.00	ASCAP	1999	[redacted]	
0036377		OVER YOU	Ferry/Manzanera	100.00	PRS		[redacted]	Roxy Music
0055666		OVERDRIVE	Scaggs	100.00	ASCAP	1968	[redacted]	
0053037		OVERNIGHT CAFÉ	Cetera	100.00	ASCAP	1980	[redacted]	
		PANDORA'S BOX	Chaggey/Savigar/Narlock	STILL RESEARCHING			[redacted]	Yva Adam
0243149		PARACHUTES	Berryman/Buckland/Champion/Man	100.00	PRS	2001	[redacted]	Coldplay
0026967		PARADISE CAFÉ	Manilow/Sussman/Feldman	100.00	BMI	1984	[redacted]	
0218595		PARIS SOUS LA NEIGE	Woodcock/Luginbuhl/Begon-Lours	100.00	SACEM		[redacted]	Mellow
0323465		PART II	Smith/Bryce/Sermon/Noble/Edmont	12.50	BMI	2002	[redacted]	Method Man & Redman
0209115		PART OF MY HEART	Brickman	100.00	SESAC		[redacted]	
0200207		PARTNERS IN CRIME	Brickman/Koz	50.00	SESAC	1998	[redacted]	

0036338	PARTY DOLL	Ferry	100.00	PRS		Bryan Ferry
0060761	PAST DAY	King/Bihari	100.00	BMI	1970	B.BKing
0071710	PAY NO MIND	Hansen	100.00	ASCAP	1994	
0127220	PAYING THE COST TO BE THE B	King	BMG DOES NOT CLAIM			
0163387	PEACOCK SUIT	Weller	100.00	PRS	1997	Weller, Paul
0134922	PEOPLE	Levin/Gunn/Bruford/Fripp/Belew/Mc	50.00	PRS		King Crimson
0001759	PERDONAME, OLVIDALO	Valadez	100.00	SACM		Rocio Durcal
0186460	PERIWINKLE SKY	Williams	100.00	BMI	1998	
0132584	PERO QUE NECESIDAD	Valadez	100.00	SACM	1997	
0033623	PERSUASION	Santana/Rolie/Areas/Carabello/Shri	100.00	BMI	1968	
0009509	PIANGI CON ME aka LET'S LIVE F	Shapiro/Rapetti	50.00	SIAE		
0176478	PICTURE OF YOU	Watkins/Keating/Kennedy/Wilson	65.00	PRS	2001	Boyzone
0174709	PICTURE PERFECT WORLD	Cunningham/Peacock	50.00	BMI	1997	Avalon
0133370	PINK ON WHITE WALLS	Weller	100.00	PRS	1996	Weller, Paul
0168235	PIRATE RADIO	Hiatt	100.00	BMI	1997	
0332368	PISSED OFF	Stone/Tabib/Moore/Bolton	50.00	BMI	2001	Angie Stone
0132526	PISTOLGRIP-PUMP	Vidal/Vidal/Hawkins/Troutman	50.00	ASCAP	1995	
0052283	PLACE IN THIS WORLD	Kirkpatrick/Smith/Grant	25.00	BMI	1990	
0225042	PLAYA PLAYA	Thompson/Stone/D'Angelo	12.50	BMI	2000	D'Angelo
0063691	PLAYING THE RACES	Hooker/Besman	100.00	BMI	1971	John Lee Hooker
0060766	PLEASE ACCEPT MY LOVE	King/Ling	100.00	BMI	1970	
0185230	PLEASE COME BACK	Tumes/Arthur	50.00	APRA	1998	Michelle Tumes
0185230	PLEASE COME BACK	Tumes/Arthur	50.00	APRA	1998	Michelle Tumes
0051325	PLEASE HURRY HOME	King/Taub	100.00	BMI		
0060772	PLEASE LOVE ME	King/Taub	100.00	BMI	1953	
0063714	PLEASE SET THE DATE	King/Taub	100.00	BMI	1970	
0194138	POINT OF LIGHT	Schlitz/Schuyler	12.50	ASCAP		
0131153	POLISH THOSE SHOES	Williams	100.00	BMI	1995	Travis, Randy
0256341	POLITIK	Berryman/Buckland/Champion/Man	100.00	PRS	2002	Williams, Victoria
0149544	POLKA DOTS AND MOONBEAMS	Burke/Van Heusen	25.00	ASCAP	1940	Coldplay
0021560	POP MUZIK	Scott	100.00	PRS	1997	
0015752	POR SI QUIERES VOLVER	Valadez	100.00	SACM	1991	U2
0030316	POR TI ME CASARE	Cogliati/Ramazzotti/Cassano	50.00	SIAE		
0133345	PORCELAIN GODS	Weller	100.00	PRS	1998	Ednita Nazario
0144800	POWER, THE	Sims/Spence	45.84	ASCAP	1994	Weller, Paul
0060773	POWERHOUSE	King/Bihari	100.00	BMI	1969	
0036424	PRAIRIE ROSE	Ferry/ Manzanera	100.00	PRS		B.BKing
0186494	PRAYIN' FOR DAYLIGHT	Giles/Bogard	50.00	BMI	2000	Roxy Music
0226754	PRESSURE ZONE	Hansen	100.00	ASCAP		
0009128	PRETENDING	Williams, Jerry Lynn	25.00	BMI	1985	

0022029		PRETTY LITTLE ANGEL EYES	Lee/Boyce	100.00	BMI	1961	
0002629		PRETTY VACANT	Lydon/Cook/Jones/Matlock	25.00	BMI	1977	The Sex Pistols
0056649		PRICE YOU GOTTA PAY	Gilbert/Sheehan/Martin/Torpey	10.00	BMI	1993	Mr. Big
0053044		PRIMA DONNA	Cetera/Goldenberg	50.00	ASCAP	1984	
0002628		PROBLEMS	Lydon/Cook/Jones/Matlock	25.00	BMI		The Sex Pistols
0202561		PROMISE I MAKE, A	Logan/Kirkpatrick/More/Kennedy/Sl	6.25	ASCAP		
0192388		PROPHET	Christodal	100.00	ASCAP	1998	Jude
0133770		PROTECT YA NECK II THE ZOO	Diggs/Jones	50.00	BMI	1995	Ol Dirty Bastard
0034265		PROVOCAME	Katwijk/Schimscheimer	100.00	BUMA		Chayanne
0036296		PSALM	Ferry	100.00	PRS		Roxy Music
0036839		PYJAMARAMA	Ferry	100.00	PRS		Roxy Music
		QUARTET	Anderson	BMG DOES NOT CLAIM			Jethro Tull
0189528		QUE IRONIA	Gonzalez, Braulio Benitez	100.00	SACM	1999	
0015756		QUE SEA MI CONDENA	Valadez	100.00	SACM		
0018120		QUE TE VAYA BONITO	Jimenez	100.00	SACM		
0006104		QUEDATE CONMIGO ESTA NOCI	Valadez	100.00	SACM		
0063741		QUEEN BEE	Hooker/Besman	100.00	BMI	1968	
0001836		QUERIDA	Valadez	100.00	SACM	1991	
0002143		QUIERO DORMIR CANSADO	Perez/Romero	100.00	ASCAP	1998	
0052785		RAINMAKER	Williams	100.00	BMI		Williams, Victoria
0232450		RAP SUPERSTAR	Freese/Muggerud	50.00	ASCAP	2000	Cypress Hill
0133776		RAW HIDE	Diggs/Smith/Woods/Jones	83.34	BMI	1995	Ol Dirty Bastard
0153334		READY MADE	Hansen/King/Simpson	66.66	ASCAP	1996	Beck
0148777		READY TO GO	Todd/Sprackling/Male/Dorney	50.00	PRS	1997	
0200916		READY TO RUN	Hummon/Seidel	50.00	BMI	1999	
0027201	T-070.24	READY TO TAKE A CHANCE AG/	Fox/Gimbel	33.33	BMI	1977	Barry Manilow
0008784		REAL MAN	Williams, Jerry Lynn	25.00	BMI		
0148352		REASONS FOR LIVING	Sheik	100.00	BMI	1998	Sheik, Duncan
0329913		RE-BIRTH	Best/Mansfield/Cruz	12.50	ASCAP	2002	AZ
0060780		RECESSION BLUES	King	100.00	BMI		
0036297		RE-MAKE/RE-MODEL	Ferry	100.00	PRS		Bryan Ferry
0053045		REMEMBER THE FEELING	Cetera/Champlin	50.00	ASCAP	1984	
0209136		RENDEZVOUS	Brickman/Upchurch	50.00	SESAC		
0330210		REPENT	Hummon/Writer Unknown	50.00	BMI	2002	Shedaisy
0053043		RESCUE YOU	Cetera/Foster	50.00	ASCAP	1982	
0018107		REY, EL	Jimenez	100.00	SACM	1971	
0002945		RHYTHM OF THE NIGHT	Warren	75.00	ASCAP	1985	
0020615		RIDE LIKE THE WIND	Cross	100.00	BMI	1980	
0135306		RIDE THE WILD SURF	Christian/Wilson/Berry	33.34	BMI	1964	
0229721		RIDE WITH ME	Haynes/Debarge/Debarge/Jordan/V	23.33	ASCAP	2000	Nelly

0050871		RIDING WITH THE KING	Hiatt	100.00	BMI	1983	BB King / Eric Clapton
0170077		RIM SHOT (INTRO)	Wright/Chinwah	50.00	ASCAP	1997	
0030111		ROAD TO RUIN	Gilbert/Sheehan/Paris/Torpey	16.00	BMI	1991	Mr. Big
0328898		ROC THE MIC (REMIX)	Haynes/Grant/Harper/Blaze/Pridger	20.00	ASCAP	2002	Nelly
0003108		ROCK AND ROLL HOOCHIE KOO	Derringer, Rick	100.00	BMI	1970	
0060789		ROCK ME BABY	King/Josea	100.00	BMI	1964	
0162498		ROCK MY WORLD (LITTLE COUN	LaBounty/O'Brien	43.75	BMI		
0037604		ROCK OF AGES	Ferry/James/Thomas	100.00	PRS		Bryan Ferry
0043180		ROCK YOU LIKE A HURRICANE	Meine/Schenker/Rarebell	50.00	GEMA		Scorpions
0230555		ROCKIN THAT SPOT	Salovaara/Ebanks	100.00	STIM		Bomfunk MC's
0203140		ROLLERCOASTER	Hedges/Ackerman/Brannigan/B'Wi	28.34	PRS		
0052929	T-070.24	ROOF GARDEN	Canning/Graydon/Jarreau	20.00	BMI	1981	Jarreau, Al
0061577		ROSE COLORED GLASSES	Clayton-Fell/Ward	100.00	ASCAP	1992	
0073449		ROTTING ON REMAND	Bragg	100.00	PRS		Bragg, Billy
		ROUND	Clive Bunker, Glen Cornick, Ian Ant	BMG DOES NOT CLAIM			Jethro Tull
0268500		ROUND & ROUND	Smith/Mills/Showes/Cottrell	25.00	BMI	2002	Jonell & Method Man
0168424		RUBBED OUT	Sheik	100.00	BMI	1998	Sheik, Duncan
0060831		RUBEN	Bihari/Watson/Davis	66.66	BMI	1977	Johnny Guitar Watson
0061245		RUBY LEE	King/Taub	100.00	BMI	1974	
0265652		RULES	Smith/Hunter/Woods/Diggs/Bean/C	45.00	BMI	2002	Wu-Tang Clan
0246765		RUMBLE	Smith/Hunter/Hawkins/Harris/Irizarr	12.50	BMI	1999	U-God
0143699		RUMOURS OF WAR	Bragg	100.00	PRS		Bragg, Billy
0028781		RUNAWAY	Chapman, Steven Curtis	33.34	BMI	1987	
0168213		RUNAWAY	Hiatt	100.00	BMI	1997	
0009135		RUNNING ON FAITH	Williams, Jerry Lynn	25.00	ASCAP	1985	
0036379		RUNNING WILD	Ferry/Manzanera	100.00	PRS		Roxy Music
0243328	T-071.09	RUSH	Hummon/Osborne	50.00	BMI	2002	Shedaisy
0004392		SAD EYES	Pedrick, Robert John	75.00	BMI	1979	
0005757		SAD SITUATION	Pitts/Deaton	50.00	BMI	1968	Reprise Archives
0152086		SAFE	Harrington/Green	50.00	ASCAP		
0233568		SAFER ON THE OUTSIDE	Jones	100.00	ASCAP	2001	American Hi-Fi
0020616		SAILING	Cross	100.00	BMI	1980	
0205069		SALLY MAE	Hooker/Desman	100.00	BMI	1971	
0033627		SAMBA PA TI	Santana	100.00	BMI	1970	
0036841		SAME OLD SCENE	Ferry	100.00	PRS		Roxy Music
0147126		SAN FRANCISCO BLUES	Lee/Raskin/Schulger	100.00	ASCAP	1963	
		SAND AND WATER	BETH NEILSEN CHAPMAN	NEED MORE INFORMATION			Chapman, Beth Nielsen
0237437		SANDSTORM	Salovaara/Virtanen	100.00	TEOSTC	2001	Darude
0223308		SANZA	Mormont	100.00	SACEM	2001	Thomas Otten
0010747		SATELLITE KID	Lydon/Cook/Jones/Matlock	25.00	BMI		The Sex Pistols

0005075		SAVE YOUR HEART FOR ME					
0016822		SAVE YOUR LOVE	Harris/Holden/Price	33.34	ASCAP		Tracie Spencer
0019592		SAVE YOURSELF	Chapman, Beth Nielsen	100.00	ASCAP		
0145561		SAY A PRAYER	Matkosky/Winans/Stone	33.34	ASCAP		Cece Winans
		SAY GOODNIGHT	BETH NEILSEN CHAPMAN/John F	NEED MORE INFORMATION			Chapman, Beth Nielsen
		SAY IT TO ME NOW	BETH NEILSEN CHAPMAN	NEED MORE INFORMATION			Chapman, Beth Nielsen
0328709		SAY NOW	Haynes/Epperson	50.00	ASCAP	2002	Nelly
0243282		SCAR	Jones	100.00	ASCAP	2001	American Hi-Fi
0146859		SCATMAN	Larkin/Catania	50.00	GEMA		Scatman
0175867		SCIENCE	Weller	100.00	PRS	1997	Weller, Paul
		SCREAM	Smith	BMG DOES NOT CLAIM			Lonnie Smith
0033625		SE ACABO	Areas	100.00	BMI	1970	
0328194		SE ME SUBE	Aponte/Lemos	50.00	BMI	2002	
0036298		SEA BREEZES	Ferry	100.00	PRS		Manny Manuel
0034126		SECRET IS TO KNOW WHEN TO	Cochrane / Cody	50.00	SOCAN		Bryan Ferry
0165353		SEE ME IN YOUR EYES	Barnes/Carlisi/Steele	100.00	ASCAP	1983	
0028801		SEEKERS OF YOUR HEART	Tunney/Tunney/Darnall	75.00	ASCAP	1987	38 Special
0036324		SENTIMENTAL FOOL	Ferry/Mackay	100.00	PRS		
0148342		SERENA	Sheik/Banish	75.00	BMI	1996	Roxy Music
0036299		SERENADE	Ferry	100.00	PRS		
0215996	T-071.33	SET THIS CIRCUS DOWN	Luther/Kear	100.00	ASCAP/	2001	Roxy Music
		SEVEN DAYS	Lowery/Hickman	NEED MORE INFORMATION			Tim McGraw
0020554		SEVEN LITTLE INDIANS	Hiatt	100.00	BMI	1990	Cracker
		SEVEN SHADES OF BLUE	BETH NEILSEN CHAPMAN	NEED MORE INFORMATION			Hiatt, John
0004483		SEVENTEEN	Lydon/Cook/Jones/Matlock	25.00	BMI	1977	Chapman, Beth Nielsen
0143707		SEXUALITY	Bragg/Marr	50.00	PRS		The Sex Pistols
		SHAKE IT UP	Ocasek	BMG US DOES NOT CLAIM			Bragg, Billy
0060846		SHAKE IT UP AND GO	King/Taub	100.00	BMI	1952	
0202922		SHE CAME ALONG TO ME	Bragg/Tweedy/Bennett/Guthrie	35.00	PRS		
0036087		SHE DON'T KNOW SHE'S BEAUT	Harrison/McDill	50.00	BMI	1993	Bragg, Billy & Wilco
0199990		SHE GETS THE FEELING	Christodal	100.00	ASCAP	1998	
0061775		SHE MOVES ME	Watson/Bihari	50.00	BMI		Jude
0286267		SHE NEVER CRIED	Weller/Mayo/Rae	33.34	BMI		Johnny Guitar Watson
0120621		SHE NEVER CRIED WHEN OLD \	Weller/Rae/Mayo	33.34	BMI	1991	Confederate Railroad
0148345		SHE RUNS AWAY	Sheik	100.00	BMI	1996	
0072083		SHE SAID YES	Doyle/Adkins	50.00	ASCAP	1996	
0037603		SHE SELLS	Ferry/ Jobson	100.00	PRS		
0182088	T-070.24	SHE TOOK IT LIKE A MAN	Staley/Mayo/Nelson	66.66	BMI	1991	Roxy Music
0035195		SHE WANTS TO BE WANTED AG	Jones/Henderson	50.00	ASCAP	1993	Confederate Railroad
0199976		SHE'S ALWAYS RIGHT	Hill/Barnhart/McDonald	33.34	BMI	1999	

0232173	SHE'S BEEN GOOD TO ME	Mason, Jr./Anthony/Daniels/Rooney	16.67	PRS	2000	
0073817	SHE'S DYNAMITE	King	100.00	BMI		
0140512	SHE'S EVERY WOMAN	Shaw/Brooks	50.00	ASCAP	1996	
0183419	SHE'S GONNA MAKE IT	Blazy/Brooks/Williams	33.34	BMI	1997	
0014720	SHE'S OUT OF MY LIFE	Bahler	16.67	BMI	1979	
0035908	SHE'S ALL THAT	T. MCILWAIN, A. KROELL, T. BAK STILL RESEARCHING				Campbell, Tevin
0061052	SHE'S GOING OUT OF MY MIND	Mcanally	100.00	ASCAP	1984	
0073444	SHE'S GOT A NEW SPELL	Bragg	100.00	PRS		Bragg, Billy
0330612	SHINE INSIDE	Sheik	100.00	BMI	2002	Duncan Sheik
0223705	SHIVER	Berryman/Buckland/Champion/Man	100.00	PRS	2001	Coldplay
0006321	SHOULD I LET YOU IN	Caffey/Holden	100.00	ASCAP	1987	
0176077	SHOW ME LOVE	Sandberg/Carlsson	100.00	STIM		
0134996	SHREDDING THE DOCUMENT	Hiatt	100.00	BMI	1985	
0060854	SHUT YOUR MOUTH	King/Taub	100.00	BMI	1955	
0015757	SI DIOS ME AYUDA	Valadez	100.00	SACM		
0073321	SI JAMIS JE TE REVOIS	Rice/Rice	100.00	ASCAP		
0019212	SI NOS DEJAN	Jimenez	100.00	SACM	1999	
0249888	SICK	Coverdale-Howe/Corner/Pickering	100.00	PRS		Sneaker Pimps
0015738	SIEMPRE EN MI MENTE	Valadez	100.00	SACM	2001	
0036335	SIGN OF THE TIMES	Ferry	100.00	PRS		Bryan Ferry
0073039	SIGN, THE	Berggren/Berggren/Berggren/Ekber	100.00	STIM	1993	
	SILENCE	ASRID NORTH				Various Artists
0063796	SINCE I FELL FOR YOU	Josea	100.00	BMI		
0129543	SINGIN' WITH THE BIG BANDS	Manilow/Sussman	100.00	BMI	1995	
0033624	SINGING WINDS AND CRYING BI	Carabello	100.00	BMI	1970	
0201823	SKINNY GIRL	MacDougal/Turner/Lader	100.00	ASCAP	1999	Furslide
0326334	SLENDER THREADS THAT BIND	Hummon/Mattea	50.00	BMI	2002	Kathy Mattea
0220254	SLOW IT DOWN	Terry/Elliot	50.00	PRS		Richard Elliot
0061334	SLOW WALK	King	100.00	BMI	1970	
0061725	SLOW YOUR SPEED (*)	Bihari/Witherspoon	100.00	BMI		Jimmy Witherspoon
0239481	SMILIN'	Mayo/Luther/Green/Lindsey	50.00	BMI	2001	Tim McGraw
0133771	SNAKES	Diggs/Jones	63.00	BMI	1995	Ol Dirty Bastard
0160939	SNOWFALL ON THE SAHARA	Wolf/Wolf/Cole	66.67	ASCAP	1999	Cole, Natalie
0147024	SNUG HARBOR	Dimant/Nichol/Sheppard/McGrath/K	50.00	BMI	1996	Sugar Ray
0257303	SO COMPLETE	Best/Dennis/Combs/Reid/Winans/J	17.50	ASCAP	2001	Cherri Dennis
0127079	SO EXCITED	King/Gerald	BMG DOES NOT CLAIM			
	SO GOOD	MILES WATERS/PETER VALE	NEED MORE INFORMATION			Jarreau, Al
0208274	SO MUCH	Hummon/Wariner	50.00	BMI		Steve Wariner
0004284	SO SAD THE SONG	Masser/Goffin	50.00	ASCAP	1977	Pendergrass, Teddy
0027114	SOME KIND OF FRIEND	Manilow/Anderson	100.00	BMI	1982	

0064278	SOME THINGS ARE MEANT TO E	Garvin/Payne	50.00	BMI	1992	
0061144	SOMEDAY	King/Josea	100.00	BMI	1961	
0060876	SOMEONE CARES FOR ME	Bihari/Watson/Davis	66.66	BMI		Johnny Guitar Watson
0004440	SOMEONE THAT I USED TO LOV	Masser/Goffin	50.00	ASCAP	1978	Natalie Cole
0022136	SOMETHING WILD	Hiatt	100.00	BMI	1980	Iggy Pop
0046598	SOMETHING'S GONNA CHANGE	Collie/Cook	50.00	ASCAP	1993	
0211547	SOMETIMES	Elofsson	50.00	STIM		
0170080	SOMETIMES (MIX #9)	Lewis/Thompson/Hubbard/Saunder	75.00	BMI / AS	1997	
0142734	SOMETIMES HE CALMS THE ST(	Wood/Stokes	100.00	BMI / AS	1998	
0022483	SOMETIMES I WONDER WHY	Reid/Mack	75.00	ASCAP	1995	Baker, Anita
0049221	SOMETIMES LOVE JUST AIN'T EI	Burtnick/Smyth	12.50	ASCAP	1988	
0137076	SOMEWHERE OTHER THAN THE	Blazy/Brooks	50.00	BMI	1992	
0001546	SOMOS NOVIOS	Manzanero	100.00	SACM		
0146248	SONG	Horner, Paul	100.00	ASCAP	1993	
0132317	SONG OF RECONCILIATION	Kirkpatrick, Wayne	100.00	BMI		
0161372	SONG OF THE SIREN	Rowlands/Simons	75.00	PRS		
0033657	SONG OF THE WIND	Santana/Rolie/Schon	100.00	BMI	1972	
0040308	SONG REMEMBERS WHEN, THE	Prestwood	100.00	BMI	1993	
0021438	SONGBIRD	Gibb/Gibb/Gibb/Weaver	100.00	BMI	1976	Bee Gees (The)
0026971	SOON	Manilow/Sussman/Feldman	25.00	BMI		
0332390	SOUL INSURANCE	Stone/Tabib	80.00	BMI	2001	Angie Stone
0003621	SOUL SACRIFICE	Santana/Rolie/Brown/Malone	100.00	BMI / AS	1969	
0071707	SOUL SUCKIN JERK	Hansen/Stephenson	100.00	ASCAP	1995	
0224440	SPARKS	Berryman/Buckland/Champion/Mart	100.00	PRS	2001	Coldplay
0186645	SPEED OF LIGHT	Matthews/Huesman/Passons/McBr	15.00	BMI	1998	
0223708	SPIES	Berryman/Buckland/Champion/Mart	100.00	PRS	2001	Coldplay
0168408	SPINNING LIKE A WHEEL	Kirkpatrick/Ashton	50.00	BMI	1997	Susan Ashton
0328707	SPLURGE	Haynes/Epperson	50.00	ASCAP	2002	Nelly
0256365	STARLIGHT	Allan/Benichou	50.00	SACEM	2002	Supermen Lovers
0205341	STATIC	Hansen	100.00	ASCAP	1999	
0053046	STAY THE NIGHT	Celera/Foster	55.00	ASCAP	1984	
0071714	STEAL MY BODY HOME	Hansen	100.00	ASCAP	1994	
0213027	STEAM	Regan/Anderson	50.00	ASCAP	1999	
0060882	STEP IT UP	King	50.00	BMI	1985	B.BKing
0202567	STEP OF FAITH	Sims/Licciardello	2.50	ASCAP		Carman
0211757	STETSON KENNEDY	Bragg/Guthrie	50.00	PRS		Bragg, Billy & Wilco
0330594	STICK OUT YA WRIST	Haynes/Epperson	50.00	ASCAP	2002	Nelly
0257161	STIGMATIZED	Kamin/Band/Bazilian	80.00	BMI	2001	The Calling
0036393	STILL FALLS THE RAIN	Ferry/Manzanera	100.00	PRS		Roxy Music
0043179	STILL LOVING YOU	Meine/Schenker	100.00	GEMA		

0227506		STILL THE ONE	Mason Jr./Mason Sr.	50.00	PRS		Fourplay
0334420		STOLE	Hosein/DeVillier/Kipner	66.67	ASCAP	2002	Kelly Rowland
0023832	T-070.24	STOLEN MOMENTS	Hiatt	100.00	BMI	1990	Hiatt, John
0316361		STOMP TO MY BEAT	Salovaara	100.00	TOES	1999	
0183176		STOP	Watkins/Wilson/Hallowell/Bunton/Bi	50.00	PRS	1998	
0057794		STRANGE BREW	Pappalardi/Collins/Clapton	66.67	BMI	1967	
0061606		STRANGE THINGS HAPPENING	James	100.00	BMI		
0036300		STREET LIFE	Ferry	100.00	PRS		Etta James
0036301		STRICTLY CONFIDENTIAL	Ferry	100.00	PRS		Roxy Music
0055481		STUBBORN LOVE	Bannister/Grant/Chapman/Smith/Sl	25.00	ASCAP	1982	Roxy Music
0004481		SUBMISSION	Lydon/Cook/Jones/Matlock	25.00	BMI	1977	
0013929		SUBWAY	Gibb/Gibb/Gibb	100.00	BMI	1976	The Sex Pistols
0330607		SUCH REVERIES	Sheik	100.00	BMI	2002	Bee Gees (The)
0148558		SUGARDADDY	Bragg	100.00	PRS		Duncan Sheik
0036302		SUNSET	Ferry	100.00	PRS		Bragg, Billy
0132104		SUNSHINE COUNTRY	Williams/Williams/Williams	60.00	BMI	1995	Roxy Music
		SUPER ELECTRIC	STILL RESEARCHING				Williams, Victoria
0241892		SUPREME	Chambers/Fekaris/Perren/Williams	7.50	PRS	2000	Bomfunk MC's
0191544		SUR TES PAS	Dumont/Leullict/Ensuque	100.00	SACEM	1998	Robbie Williams
0243276		SURROUND	Jones	100.00	ASCAP	2001	
0147535		SWEET ASYOU ARE	Geissman	100.00	ASCAP	1988	American Hi-Fi
0004778		SWEET DREAMS	Russell	100.00	BMI	1981	Various Artists
0001964		SWEET DREAMS ARE MADE OF	Lennox/Stewart	100.00	PRS	1983	Air Supply
0026972		SWEET HEAVEN	Manilow/Sussman/Feldman	100.00	BMI	1985	
0060894		SWEET LITTLE ANGEL	King/Taub	100.00	BMI	1956	
0160724		SWING, THE	Regan/Orall	50.00	ASCAP	1997	BB King
0164257		TABLE OF GRACE	Harrington/Hutto	50.00	ASCAP		
0035595		TAKE A CHANCE WITH ME	Ferry/Manzanera	50.00	PRS		
0165355		TAKE 'EM OUT	Barnes/Carlisi/Steele/Van Zant	100.00	ASCAP	1982	Roxy Music
0143697		TANK PARK SALUTE	Bragg	100.00	PRS		38 Special
0036404		TARA	Ferry/Mackay	100.00	PRS		Bragg, Billy
0057407		TAUNTA (SAMMY'S TUNE)	Pappalardi	100.00	ASCAP	1972	Roxy Music
0030879		TC	Williams	100.00	BMI	1995	
0024023		TE JURO QUE TE AMO	Rapetti/Lauzi/Prudente	50.00	SIAE	2001	Williams, Victoria
0001489		TE LLEGARA MI OLVIDO	Gabriel	100.00	SACM		Various Artists
0023521		TE SIGO AMANDO	Valadez	100.00	SACM	1997	Graciela Beltran
0014945		TE SOLTE LA RIENDA	Jimenez	100.00	SACM		
		TEACH ME TO LOVE	BMG DOES NOT CLAIM				
0003947		TEACHER'S PET	Lubin, Joe	100.00	BMI	1957	
		TEAR APART	STILL RESEARCHING				Darude

0197740	TEARIN' UP MY HEART	Sandberg/Lundin	100.00	STIM	1998	
0203717	TEASE ME BABY	Hooker/Besman	100.00	BMI		John Lee Hooker
0128242	TEENAGE BOOGIE	Brooks, Hadda Rish	100.00	BMI		
	TELETUBBIES SAY EH-OH!	Neil Hannon	BMG US DOES NOT CLAIM			
0257166	TELL HER	Wiseman/Kwesi	37.50	ASCAP		
0045991	TELL ME WHAT YOU DREAM	Leo/Schmit/Melamed	15.00	BMI	1985	
0022296	TEMA DE AMOR	Mochi/Ferro Garcia	100.00	ASCAP		Arturo Benavides
0056654	TEMPERAMENTAL	Gilbert/Sheehan/Martin/Torpey/Fan	35.00	BMI	1993	Mr. Big
0060908	TEN LONG YEARS	King/Taub	100.00	BMI	1955	
	TEN POUND HEART	KENYA WALKER/NICK PELLEGRI	NEED MORE INFORMATION			Mason, Mita
0073446	TENDER COMRADE	Bragg	100.00	PRS		Bragg, Billy
0060900	TEQUILA	Ric, Chuck	20.00	BMI	1958	
0161680	TESKO SUICIDE	Coverdale-Howe/Corner/Pickering	100.00	ASCAP	1997	
0060910	TEXAS HOP	Bihari/Crayton	100.00	BMI	1977	Duke Robillard Band
0050413	TEXAS TO A "T"	Pistilli/Foster	50.00	ASCAP	1995	Murphey, Michael Martin
0257160	THANK YOU	Kamin/Band	100.00	BMI	2001	The Calling
0193316	THANKS A LOT	Cadogan/Jenkins/Salazar	50.00	BMI		
0060912	THAT AIN'T THE WAY TO DO IT	King/Taub	100.00	BMI	1952	
0265262	THAT DAY	Imbruglia/Leonard	50.00	PRS	2002	Natalie Imbruglia
0204989	THAT SAYS IT ALL	Sheik	100.00	BMI	1998	Sheik, Duncan
0053875	THAT'S HOW MUCH YOU MEAN	King/Josea	100.00	BMI	1970	
0180369	THAT'S ME (EVERY CHANCE I GI	Hill/Sanders	50.00	BMI	1997	
0009152	THAT'S WHAT I GET	Williams, Jerry Lynn	25.00	ASCAP	1985	
0148635	THAT'S WHAT I GET FOR LOVIN	Blazy/Thrasher	50.00	ASCAP	1996	
0061555	THAT'S WHERE I WANNA TAKE	Dillon/Cochran	50.00	BMI	1991	
0028971	THAT'S WHERE THE JOY COME	Elliot, John G.	100.00	ASCAP	1987	
0060913	THAT'S ALL	Davis/Biahn	100.00	BMI	1955	Etta James
0199989	THE ASSHOLE SONG	Christodal	100.00	ASCAP	1998	Jude
0219679	THE BEST I CAN	Osenga/Lockett/Aberle/Taquino/Co	56.67	ASCAP	2000	The Normals
0219679	THE BEST I CAN	Osenga/Lockett/Aberle/Taquino/Co	56.67	ASCAP	2000	The Normals
0072754	THE BEST STUFF IN THE WORL	Matthews	100.00	BMI	1995	Take 6
	THE COLOR OF ROSES	BETH NEILSEN CHAPMAN/MATT	NEED MORE INFORMATION			Chapman, Beth Nielsen
0251938	THE COWBOY IN ME	Wiseman/Steele/Anderson	33.34	ASCAP	2001	Tim McGraw
0148350	THE END OF OUTSIDE	Sheik	100.00	BMI	1996	Sheik, Duncan
0143695	THE FEW	Bragg	100.00	PRS		Bragg, Billy
0163256	THE FOURTEENTH OF FEBRUA	Bragg	100.00	PRS		Bragg, Billy
0265877	THE LEARNING (BURN)	Muchita/Johnson/Perry/Williams	83.34	BMI/ASC	2002	Mobb Deep
0073452	THE ONLY ONE	Bragg	100.00	PRS		Bragg, Billy
0073447	THE PRICE I PAY	Bragg	100.00	PRS		Bragg, Billy
0224838	THE RED SUMMER SUN	Cadogan/Jenkins/Salazar/Hargreav	50.00	BMI	2000	Third Eye Blind

0021266	T-070.24	THE REST OF THE DREAM	Hiatt	100.00	BMI	1990	
0335732		THE SCIENTIST	Berryman/Buckland/Champion/Mart	100.00	PRS	2002	Coldplay
0073453		THE SHORT ANSWER	Bragg	100.00	PRS		Bragg, Billy
0148559		THE SPACE RACE IS OVER	Bragg	100.00	PRS		Bragg, Billy
0199982		THE STRONGEST MAN IN THE W	Hill/Harbin/Tribble	33.34	BMI		Mccoy, Neal
0202920		THE UNWELCOME GUEST	Bragg/Guthrie	50.00	PRS		Bragg, Billy & Wilco
0056653		THE WHOLE WORLD'S GONNA F	Gilbert/Sheehan/Martin/Torpey	10.00	BMI	1993	Mr. Big
0202569		THERE IS A GOD	Sims/Ucciardello	10.00	ASCAP		Carman
0044378		THERE IS A REDEEMER	Sievright, Melody Green	100.00	ASCAP	1982	
0073438		THERE IS POWER IN A UNION	Bragg	100.00	PRS		Bragg, Billy
0002114		THERE MUST BE AN ANGEL	Lennox/Stewart	100.00	PRS	1985	Eurythmics
0219472		THERE YOU ARE	Hill/Sanders/Dipiero	33.34	BMI	1999	
0173804		THERE YOU HAVE IT	Giles/Bogard	50.00	BMI	1998	
0219683		THESE TIMES	Osenga/Lockett/Aberle/Taquino/Co	56.67	ASCAP	2000	The Normals
0166319		THEY WANT ME BACK IN	Diggs/Smith/Ascencio/Marrow	25.00	BMI	1995	Ice-T
0239482		THINGS CHANGE	Mayo/Luther/Green/Lindsay	50.00	BMI	2001	Tim McGraw
0257157		THINGS DON'T ALWAYS TURN C	Kamin/Band	100.00	BMI	2001	The Calling
0032963		THINKIN' ABOUT HOME	Toler, Terry	100.00	ASCAP	1984	
0195563		THINKING PROBLEM	Ball/Shamblin/Ziff	41.67	BMI / ASCAP		
0060916		THIRTY-EIGHTH STREET BLUES	King	50.00	BMI	1985	B.BKing
0046005		THIS COWBOY'S HAT	Brooks, Jake	100.00	BMI	1982	
0052797		THIS FLAME	Elias/Elias/Backer	37.50	BMI	1993	Various Artists
0043695		THIS IS THE DAY (A WEDDING S	Brown, Scott Wesley	100.00	BMI	1978	
0036333		THIS IS TOMORROW	Ferry,	100.00	PRS		Bryan Ferry
0218230		THIS IS WHAT IT IS	Hanson/Dante/Dante	16.67	BMI		Out of the Grey
0257129		THIS IS YOUR BRAIN	Wisman/Garrett	37.50	ASCAP		
0036332		THIS ISLAND EARTH	Ferry	100.00	PRS		Bryan Ferry
		THIS KISS	ANNIE ROBOFF/BETH NEILSEN C	NEED MORE INFORMATION			Hill, Faith
0043585		THIS LITTLE CHILD	Brown/Hart	100.00	BMI		
0209718		THIS LOVE	Burns/Armstrong	25.00	PRS		Various Artists
0052784		THIS MOMENT	Williams	100.00	BMI	1994	Williams, Victoria
0048521		THIS NIGHT WON'T LAST FOREV	LeBounty/Freeland	100.00	BMI		
0026993		THIS ONE'S FOR YOU	Manilow/Panzer	100.00	BMI		
0029002		THIS VERY DAY	Elliott/Overstreet	16.67	ASCAP		
0013948		THIS WOMAN	Gibb/Galuten	100.00	BMI		Kenny Rogers
0180871		THIS'D BE A REAL GOOD DAY	Hill/Sanders	50.00	BMI	2001	Austin, Chad
0265521		THREE AMIGOS IF IT'S ON	Smith/Writer Unknown	25.00	BMI	2001	Various Artists
0036427		THREE AND NINE	Ferry/Mackay	100.00	PRS		Roxy Music
0064807		THREE HOURS PAST MIDNIGHT	Watson/Ling	100.00	BMI	1970	
0060919		THREE O' CLOCK BLUES	King/Taub	100.00	BMI	1952	
0060920		THRILL IS GONE, THE	Darnell/Hawkins	100.00	BMI	1951	

0014796		THROUGH THE YEARS	Dorf/Panzer	100.00	BMI	1981	
0020551		THROUGH YOUR HANDS	Hiatt	100.00	BMI	1990	Joan Baez
0013950		THROW A PENNY	Gibb/Gibb	100.00	BMI	1974	Bee Gees (The)
0053047		THUNDER AND LIGHTNING	Cetera/Seraphine/Lamm	15.00	ASCAP	1950.	
0302363		'TIL I WHISPER U SOMETHING	Stewart/O'Connor	50.00	PRS		O'connor, Sinead
0004290		TIME	Parsons/Woolfson	100.00	PRS	1981	
0143079		TIME FOR LIVIN'	Addrisi/Addrisi	50.00	BMI	1968	Association
0057321	T-070.24	TIME HAS COME TODAY	Chambers/Chambers	100.00	BMI	1966	
0262122		TIME OF OUR LIVES	Sims/Beal	100.00	ASCAP	2002	Bonnie Raitt
0255210		TIME OF THE MONTH	Isaac/Jackson/Yancey	25.00	BMI	2001	Angie Stone
0005023		TIME OFF FOR BAD BEHAVIOR	Keel/Latimer	50.00	BMI	1984	Confederate Railroad
0133165		TIME PASSES	Weller	100.00	PRS	1996	Weller, Paul
NEED MORE INFOI		TIME WILL TELL	Allee Willis, Kenny Moore, Sami McKinney				LaBelle, Patti
0030558		TO BEAT THE DEVIL	Kristofferson	100.00	BMI	1970	Kristofferson, Kris
0168252		TO CALL YOU LORD	Puryear/Lites	50.00	BMI	1999	Kim Hill
0073416		TO HAVE AND TO HAVE NOT	Bragg	100.00	PRS		Bragg, Billy
0013954		TO LOVE SOMEBODY	Gibb/Gibb	100.00	BMI	1968	Stewart, Rod
0036844		TO TURN YOU ON	Ferry	100.00	PRS		Roxy Music
0036334		TOKYO JOE	Ferry	100.00	PRS		Bryan Ferry
0248695		TOO FAR FROM TEXAS	Stewart/Booker	50.00	PRS	2001	Nicks, Stevie
0183179		TOO MUCH	Watkins/Wilson/Hallowell/Burton/Br	50.00	PRS	1997	
0176702		TOO RUDE aka WINSOME	Roberts/Dunbar/Shakespeare	50.00	BMI		Keith Richards
0021748		TOO SOON TO TELL	Reid/Bourke	50.00	ASCAP		
0060926		TOO TIRED	Davis/Watson/Ling	100.00	BMI	1955	
0150456		TORN	Thornalley/Previn/Cutler	33.34	PRS	1996	
0137505		TOSS A LITTLE BONE	Giles/Bogart	25.00	BMI	1995	
0176775		TRAGEDY	Lennox/Stewart/Diggs/Harris	87.50	PRS/BMI		Confederate Railroad
0178058		TRANSWAY	Transeau/Writer Unknown	50.00	GEMA		Wu-Tang Clan
0029028		TREASURE ISLAND	Chapman, Steven Curtis	33.34	BMI	1990	BT
0186461	T-070.25	TREE SONG (EUCALYPTUS LULI	Williams	100.00	BMI	1998	
0032611		TRIBE VIBES		BMG DOES NOT CONTROL			Williams, Victoria
0205336		TROPICALIA	Hansen	100.00	ASCAP	1989	Jungle Brothers
0226647		TROUBLE	Berryman/Buckland/Champion/Mart	100.00	PRS	2001	
0060859		TROUBLES, TROUBLES, TROUBI	King/Ling	100.00	BMI	1985	Coldplay
0143693		TRUST	Bragg	100.00	PRS		
0052720		TRUST HIM	Winans/Thomas	25.00	ASCAP		Bragg, Billy
0227508		TRUTHFULLY	Mason/Nelson	50.00	PRS		BeBe and CeCe Winans
0072108		TRY	Gary Benson, L. Brown, Max Elliott	BMG DOES NOT CLAIM			Brandy
0016954		TU ME DIJISTE ADIOS	Gabriel	100.00	SACM		Maxi Priest
0063951		TURN OVER A NEW LEAF	Hooker/Besman	100.00	BMI		Selena Y Graciela Beltran

0200668		'TWEEN SUNDAY MORNING AND	Shirley/Wiseman	50.00	BMI	1999	Confederate Railroad
0002556		TWO DIVIDED BY ZERO	Orlando/Lowe/Tennant	50.00	ASCAP	1986	Pet Shop Boys
0004473		TWO LIVES	Jordan	BMG DOES NOT CONTROL			Raitt, Bonnie
0249037		TWO WAY	Brain/Young/Dioguardi	50.00	ASCAP	2001	Eden's Crush
0232527		TWO WRONGS AND A RIGHT	Osenga/Lockett/Aberle/Taquino/Co	56.67	ASCAP	2000	The Normals
0184052		TYRONE (EXTENDED VERSION)	Wright/Hurt	50.00	ASCAP	1998	Badu, Erykah
0015021		UNDER THIS OLD HAT	Anthony/Cordle	50.00	BMI	1993	Chris Le Doux
0268128		UNDERNEATH IT ALL	Stewart/Stefani	50.00	PRS	2002	No Doubt
0029042		UNDIVIDED	Tunney, Melodie	66.67	ASCAP	1987	
0257149		UNSTOPPABLE	Kamin/Band	100.00	BMI	2001	The Calling
0251795		UNTIL THE END OF TIME	Jackson/Page/George/Shakur/Lang	7.50	ASCAP	2001	2 Pac
0175862		UP IN SUZE'S ROOM	Weller	100.00	PRS	1997	Paul Weller
0003775		UP IN THE AIR	Morse	100.00	BMI		Manuel Barrueco
0148563		UPFIELD	Bragg	100.00	PRS		Bragg, Billy
0037423		UPON THIS EARTH	Stewart/Robert/Fripp	50.00	PRS		David Sylvian
0219830		UPROCKING BEATS	Salovaara/Ebanks	100.00	STIM		Bomfunk MC's
0223307		UTTER CONFUSION	Momont	100.00	SACEM	2001	Thomas Otten
0265798	T-071.35	UZI PINKY RING	Smith/Hunter/Woods/Diggs/Coles/H	44.45	BMI/ASC	2002	Wu-Tang Clan
0002444		VACATION	Caffey/Wiedlin/Valentine	55.00	ASCAP	1982	Go Go's
0167119		VALENTINE	Brickman/Kuegell	BMG DOES NOT CONTROL			
0073450		VALENTINE'S DAY IS OVER	Bragg	100.00	PRS		Bragg, Billy
0205160		VARYING DEGREES OF CON AR	Sheik/Hale	50.00	BMI	1998	Sheik, Duncan
0243811		VEN A MI	Gibb/Gibb/Gibb/Perez	100.00	BMI	2002	Oscar de la Hoya
0036261		VIENNA	Benson/Wildhorn	50.00	PRS		Eder, Linda
0037528		VIRGINIA PLAIN	Ferry	100.00	PRS		Roxy Music
0013970		VOICES	Gibb/Gibb/Gibb	100.00	BMI	1979	Bee Gees (The)
0057646		VOULEZ-VOUS DANSER	Berggren/Ekberg	100.00	STIM	1994	
0127050		W			BMI		
0051315		WAIT	Tramp/Bratta	50.00	GEMA		
0036624		WAIT, THE	Coleman/Walker/Glover/Ferguson	100.00	PRS		
0029081		WAITING FOR LIGHTNING	Chapman, Steven Curtis/Elenburg	16.67	BMI	1990	
0057662		WAITING FOR MAGIC	Berggren/Ekberg	100.00	STIM	1994	
0073454		WAITING FOR THE GREAT LEAP	Bragg	100.00	PRS		Bragg, Billy
0040845		WAITING FOR YOU TO DECIDE	Lukather/Foster/Paich	33.34	ASCAP	1982	
0222034		WAKE UP	Diggs/Hamlin/Ruff/Smith/Grant	50.00	BMI	1999	Wu-Tang Clan
0134991		WALK ON	Hiatt	100.00	BMI	1995	
0038189		WALKING ON BROKEN GLASS	Lennox	100.00	PRS		
0243283		WALL OF SOUND	Jones	100.00	ASCAP	2001	American Hi-Fi
0202913		WALT WHITMAN'S NIECE	Bragg/Guthrie	50.00	PRS		Bragg, Billy & Wilco
0175043		WAR FACE (ASK IF WAR)	Woods/Diggs/Price	75.00	BMI	1997	Killarmy

0259710	WARNING SIGN	Berryman/Buckland/Champion/Mart	100.00	PRS	2002	[redacted]	Coldplay
0034120	WASHED AWAY	Cochrane	100.00	SOCAN			
0127066	WATCH YOURSELF	King	100.00	BMI			
	WATERFALLS	Williams	STILL RESEARCHING				Williams, Victoria
0021446	WAY IT WAS, THE	Gibb/Gibb/Gibb/Weaver	100.00	BMI/PRS			
0331795	WAY OF LIFE	Lambert/Hitchings/Golde/Williams/(	31.88	BMI	2002		Lil Wayne
0202914	WAY OVER YONDER IN THE MIN	Bragg/Guthrie	50.00	PRS			Bragg, Billy & Wilco
0032490	WE AIN'T OUT OF LOVE YET	Pistilli/Henley	50.00	ASCAP	1986		Travis, Randy
0044433	WE ALL NEED EACH OTHER	Hall	100.00	ASCAP			Dennie Belle Hall
0219686	WE ARE THE BEGGARS AT THE	Osenga/Lockatt/Aberle/Tacuino/Co	55.67	ASCAP	2000		The Normals
0002787	WE BUILT THIS CITY	Wolf/Lambert/Page/Taupin	20.00	ASCAP	1985		
0006318	WE CAN CHANGE	Caffey/Nowels	50.00	ASCAP	1987		Carlisle, Belinda
0006457	WE CAN STOP THE HURTIN'	Neal/Champlin/Lamn	33.34	BMI	1984		
0054456	WE DON'T HAVE TO DO THIS	Shaw/Burr	50.00	ASCAP	1993		
0178314	WE FALL DOWN	Matthews	100.00	ASCAP	1999		
0002438	WE GOT THE BEAT	Caffey	100.00	ASCAP	1981		
0205335	WE LIVE AGAIN	Hansen	100.00	ASCAP	1999		
0223706	WE NEVER CHANGE	Berryman/Buckland/Champion/Mart	100.00	PRS	2001		Coldplay
0055710	WE'RE ALL ALONE	Scaggs	100.00	ASCAP	1976		
0061461	WE'RE IN THIS LOVE TOGETHEF	Murrah/Stegall	37.50	BMI	1983		
0029098	WEAK DAYS	Chapman, Steven Curtis/Elliott	16.67	BMI	1987		
0044171	WEDDING PRAYER	Hopkins, Mary Rice	100.00	ASCAP	1982		
0049925	WEEKEND IN MONACO	Freeman	100.00	BMI	1993		
0257156	WE'RE FORGIVEN	Kamin/Band	100.00	BMI	2001		The Calling
0266183	WHAT A GIRL WANTS	Roche/Peiken	50.00	ASCAP	1999		Christina Aguilera
0195568	WHAT A WONDERFUL BEGINNIN	Shamblin/Cunningham	9.37	ASCAP			
0233563	WHAT ABOUT TODAY	Jones	100.00	ASCAP	2001		American Hi-Fi
0195362	WHAT DO YOU WANT WITH HIS	Ball/Jefferies	50.00	BMI			Ball, David
0053066	WHAT ELSE CAN I SAY	Cetera	80.00	ASCAP	1971		
0181482	WHAT EVER YOU SAY	Hill/Martin	50.00	BMI	2001		
0209959	WHAT I GOT	Roberts/Nowell/Gaugh/Wilson	40.00	BMI			Sublime
0201684	WHAT I NEED TO DO	Luther/Dampier	50.00	BMI	1999		
0178576	WHAT I SEE	Ahlstrom/O'Donnell	50.00	ASCAP	1998		
0182166	WHAT IF I DO	Hill/Sanders/Malloy	33.34	BMI	2000		
0327889	WHAT IT'S LIKE TO BE ME	Hill/Smith	50.00	BMI	2002		Kellie Coffey
0030139	WHAT KIND OF JOY	Chapman, Steven Curtis	33.33	BMI	1991		
0034085	WHAT NOW MY LOVE	Bacaud/Delanoe/Sigman	80.00	SACEM	1990		
0332389	WHAT U DYIN' FOR	Stone/Muhammad	50.00	BMI	2001		Angie Stone
0209282	WHAT WE BELIEVE IN	Brickman/Douglas	50.00	SESAC			
0263080	WHAT YO NAME IS	Mason/Thomas/Russell/Butler/Marl	30.00	PRS	2002		Mario

0149548	WHAT'S NEW?	Burke/Haggart	16.66	ASCAP	1939		
0249563	WHATEVER YOU SAY	Detweiler/Bergquist	BMG DOES NOT CLAIM				
0055793	WHAT'S GOING ON IN YOUR WC	Chamberlain/Porter/Steagall	50.00	BMI/ASC	1989		
0056651	WHAT'S IT GONNA BE	Gilbert/Pessis/Martin/Torpey	65.00	BMI	1993		George Strait
	WHAT'S NEW	Sigman/Russell	STILL RESEARCHING				Mr. Big
0144576	WHAT'S THE MATTER BABY?	Knopfler/Knopfler	50.00				Ronstadt, Linda
0057656	WHEEL OF FORTUNE	Berggren/Ekberg	100.00	BMI	1994		Dire Straits
	WHEN I FEEL THIS WAY	BETH NEILSEN CHAPMAN	NEED MORE INFORMATION				
0030650	WHEN I SAY NO AKA MAYBE I MI	Dunn/Water/Shapiro	33.34	BMI	1991		Chapman, Beth Nielsen
0050875	WHEN MY HEART BEATS LIKE A	King/Taub	100.00	BMI	1954		Dunn, Holly
0036336	WHEN SHE WALKS IN THE ROOI	Ferry	100.00	PRS			
0193893	WHEN THE LIGHTS GO OUT	Lever/Percy/McLaughlin/Kennedy/F	40.00	PRS			Bryan Ferry
0259159	WHEN WE WERE YOUNG	Percy/Lever/Woodcock/Human Nat	40.00	PRS			
0030140	WHEN YOU ARE A SOLDIER	Chapman, Steven Curtis	33.34	BMI	1991		Human Nature
0127067	WHEN YOUR BABY PACKS UP A	King	100.00	BMI			
0072721	WHERE DID THE LOVIN' GO	Cetera	100.00	ASCAP			
0053067	WHERE DO WE GO FROM HERE	Cetera	100.00	ASCAP	1970		
0149859	WHERE DO YOU GO	Walls/Bischof-Fallenstein	100.00	ASCAP	1996		
0129551	WHERE DOES THE TIME GO?	Manilow/Sussman	100.00	BMI	1995		
0026553	WHERE THE BOYS ARE	Greenfield/Sedaka	50.00	BMI	1960		
0255089	WHERE THE PARTY AT?	Haynes/Casey/Cox/Dupri/Casey	16.00	ASCAP	2002		
0054621	WHERE THE ROAD LEADS	Shaw/Child	50.00	ASCAP	1995		Jagged Edge with Nelly
0055262	WHERE THERE'S SMOKE	Collie/Baker	50.00	ASCAP	1989		
0257152	WHEREVER YOU WILL GO	Kamin/Band	100.00	BMI	2001		
0133371	WHIRLPOOL'S END	Weller	100.00	PRS	1996		The Calling
0036326	WHIRLWIND	Ferry/ Manzanera	100.00	PRS			Weller, Paul
0073763	WHISKEYCLONE HOTEL CITY 19	Hansen	100.00	ASCAP	1994		Roxy Music
0074119	WHO AM I KIDDING	Manilow/Sussman/Feldman	100.00	BMI	1997		
NEED MORE INFOI	WHO AM I?	Chad Horton, L. Davis					
0161740	WHO DO YOU THINK YOU ARE	Watkins/Wilson/Halliwell/Bunton/Br	50.00	PRS	1997		Lily Frost
0263142	WHO INVENTED THE WHEEL	Wiseman/Smith/Terry	25.00	ASCAP			Spice Girls
0029136	WHO MAKES THE RULES	Chapman/Elliott/ Naish/Chapman	22.22	BMI/ASC	1990		Anthony Smith
0229733	WHOA!	Best/Ross	50.00	ASCAP	2000		Steven Curtis Chapman
0064187	WHOLE LOT OF LOVIN', A	Davis/Josea	100.00	BMI	1954		Black Rob
0038188	WHY	Lennox	100.00	PRS	1992		
	WHY	Edwards/Rogers	NEED MORE INFORMATION				
-0060884	WHY DID YOU LEAVE ME	King/Taub	100.00	BMI	1953		Ronny Jordan
0015966	WHY DON'T THAT TELEPHONE F	Hellard/Quillen	100.00	BMI / AS	1993		
0127102	WHY I SING THE BLUES	King/Clark	BMG DOES NOT CLAIM				
	WILDCAT DAYS	Ferry/Eno	NEED MORE INFORMATION				Bryan Ferry

0013993	WIND OF CHANGE	Gibb/Gibb	100.00	BMI		Bee Gees (The)
0166539	WINDSWEPT	Ferry	100.00	PRS		
0133372	WINGS OF SPEED	Weller	100.00	PRS	1998	Weller, Paul
NEED MORE INFO	WINTER I	Vanessa-Mae				Vanessa Mae
0143700	WISH YOU WERE HER	Bragg	100.00	PRS		Bragg, Billy
0173722	WISHING I WAS THERE	Campsie/Thornalley/Imbruglia	100.00	PRS	1998	Natalie Imbruglia
0053757	WISHING YOU WERE HERE	Cetera	90.00	ASCAP	1974	
0268557	WITH ME	Owens/Morgan	50.00	ASCAP	2002	Ginny Owens
0228940	WITH THE ANGELS	Tumes/Mallory	70.00	APRA	2000	Michelle Tumes
0060890	WOKE UP THIS MORNING	King/Taub	100.00	BMI	1951	
	WOMAN	Johnson /Huxley	BMG DOES NOT CLAIM			Brother Cane
0064224	W-O-M-A-N	Mallory/Hawkins/Rogers/Mitchell	100.00	SMI	1955	Etta James
0060893	WOMAN I LOVE, THE	King/Josea	100.00	BMI	1968	
0064223	WOMAN I LOVE, THE	King/Taub	100.00	BMI	1654	
0213781	WOMAN IN ME	Beckman/Bagge	50.00	STIM	2000	Jessica Simpson
0168222	WOMAN SAWED IN HALF	Hiatt	100.00	BMI	1997	
0203723	WOMEN IN MY LIFE	Hooker/Besman	100.00	BMI	1971	John Lee Hooker
0202650	WONDER WHY	Hanson, Joel	50.00	BMI	1995	
0133360	WOODCUTTER'S SON	Weller	100.00	PRS	1998	Weller, Paul
0013998	WORDS	Gibb/Gibb/Gibb	100.00	BMI	1968	
0328895	WORK IT	Haynes/Timberlake/Epperson	40.00	ASCAP	2002	Nelly
0024918	WORLD WITHOUT YOU	Warren	33.34	ASCAP	1988	Carlisle, Belinda
0060899	WORST THING IN MY LIFE, THE	King/Taub	100.00	BMI	1965	
0005049	WOULD YOU LAY WITH ME (IN A	Coe, David Allan	50.00	BMI		
0194275	WRITTEN IN STONE	Schlitz/Mcanally	12.50	ASCAP		Travis, Randy
0061576	WRONG	Clayton/Ward	100.00	ASCAP		School of Fish
0265253	WRONG IMPRESSION	Imbruglia/Clark	50.00	PRS	2002	Natalie Imbruglia
0265522	WU-TANG CLAN LIVE FREESTYL	Diggs/Smith/Woods/Grice	100.00	BMI/ASC	2001	Various Artists
0017987	Y VOY A SER FELIZ	Cortez, Xavier Santos	100.00	SACM		
0172183	YA NO ME VUELVO A ENAMORA	Valadez	100.00	SACM	2001	
0265800	Y'ALL BEEN WARNED	Smith/Hunter/Woods/Diggs/Harris/	53.60	BMI	2002	Wu-Tang Clan
0184051	YE YO	Wright	100.00	ASCAP	1997	Badu, Erykah
0230990	YELLOW	Berryman/Buckland/Champion	100.00	PRS	2001	Coldplay
0001939	YESTERDAY I HEARD THE RAIN	Lees/Manzanero	100.00	SACM	1968	
0001847	YO ME VOY	Gabriel	100.00	SACM		Selena Y Los Dinos
0241653	YO NO SOY ESA MUJER	DeWalden/Writer Unknown	25.00	BMI	2001	Various Artists
0334430	YOU	DaVilter/Hosein/Brickman	66.67	ASCAP	2002	Jim Brickman
0006209	YOU AIN'T SO TOUGH	Lambert/Amore/Beckett/Kipner	15.00	BMI	1987	Heart
0252032	YOU ARE ALIVE	Zenker/Friese	28.75	GEMA		Fragma
0046454	YOU CAN DO ALL THINGS	Pelmore	50.00	BMI	1993	Daryl Coley

0072092		YOU CAN'T MAKE A HEART LOVI	Macrae/Clark	50.00	ASCAP	1995	[redacted]	
0127634		YOU CHANGED THE WORLD	Wood/Krippayne/Matthews	100.00	ASCAP	1997	[redacted]	
0243816		YOU DA MAN	Wiseman/Clark	100.00	ASCAP	2002	[redacted]	Jameson Clark
0060909		YOU DON'T KNOW	King/Taub	100.00	BMI	1970	[redacted]	
0201610		YOU DON'T KNOW ME (LIKE YOU	Bryant/Writer Unknown	30.00	ASCAP	1998	[redacted]	Brandy
0329850		YOU GETS NOT LOVE (REMIX)	Stewart/Lennox/Evans/Jamison/Wil	60.00	PRS	2002	[redacted]	Faith Evans
0211546		YOU GOT ME	Collins/Thompson/Storch/Scott	40.00	BMI	1999	[redacted]	
0135034		YOU GOTTA BE	Ingram/Weekes	40.00	BMI	1995	[redacted]	
0207285		YOU HAVE BEEN GOOD	Krippayne/Wood	50.00	ASCAP	1999	[redacted]	
		YOU HOLD THE KEY	BETH NEILSEN CHAPMAN	NEED MORE INFORMATION			[redacted]	Chapman, Beth Nielsen
0029846		YOU KNOW BETTER		SMG DOES NOT CLAIM			[redacted]	
0029683	T-070.24	YOU KNOW HOW TO LOVE ME	Lucas/Mtume	50.00	BMI	1979	[redacted]	Robin S
0061811		YOU KNOW I GO FOR YOU	King/Taub	100.00	BMI	1958	[redacted]	
0061390		YOU MAKE LOVIN FUN	McVie	100.00	BMI	1977	[redacted]	
0179707		YOU MAKE ME WANNA	Seal/Dupri/Raymond	40.00	ASCAP	1997	[redacted]	
0192384		YOU MAMA YOU	Christodal	100.00	ASCAP	1998	[redacted]	Jude
0147293		YOU MUST GO	Hiatt	100.00	BMI	1995	[redacted]	
0150248		YOU NEVER CHANGE	Harrington/Green/Green	33.34	ASCAP		[redacted]	
0024843	T-070.24	YOU REALLY HAD ME GOING	Dunn/Water/Shapiro	33.34	BMI	1990	[redacted]	Dunn, Holly
0226800		YOU REMAIN	Poythress/Satcher	50.00	ASCAP	2002	[redacted]	Willie Nelson
0203575		YOU SAVED ME	Puryear/Silvey	50.00	BMI	2000	[redacted]	
0020235		YOU SAY YOU WILL	Chapman/Thompson	50.00	ASCAP	1992	[redacted]	Chapman, Beth Nielsen
0014009		YOU SHOULD BE DANCING	Gibb/Gibb/Gibb	100.00	BMI	1976	[redacted]	Bee Gees (The)
0202779		YOU SHOULD BE MINE	Lawrence, Ron/McKnight/Combs/Bi	6.00	BMI	1999	[redacted]	
0014010		YOU STEPPED INTO MY LIFE	Gibb/Gibb/Gibb	100.00	BMI	1976	[redacted]	Bee Gees (The)
0160933		YOU THEN ME, THEN YOU THEN	Halligan/Shaw	66.67	ASCAP	1997	[redacted]	
0060929		YOU UPSET ME BABY	King/Taub	100.00	BMI	1954	[redacted]	
0143706		YOU WOKE UP MY NEIGHBOURI	Bragg/Buck	50.00	PRS		[redacted]	Bragg, Billy
0186274		YOU WON'T FORGET ME	Reuther/McCray/Bischof-Fallenstei	100.00	ASCAP	1998	[redacted]	
0169903		YOU'RE NOT ALONE	Taylor-Firth/Kellet	50.00	ASCAP	1997	[redacted]	
0053050		YOU'RE THE INSPIRATION	Cetera/Foster	55.00	ASCAP	1984	[redacted]	
0060934		YOU'VE BEEN AN ANGEL	King/Taub	100.00	BMI	1958	[redacted]	
0266574		YOUNG	Wiseman/Mcewan/Sheridan	100.00	ASCAP/	2002	[redacted]	Kenny Chesney
0057660		YOUNG AND PROUD	Berggren/Ekberg	100.00	STIM	1994	[redacted]	
0177757		YOUNG GODZ	Diggs/Franklin/Barry/Hamlin	50.00	BMI	1995	[redacted]	Wu-Tang Clan
0003612		YOUNG LOVE	Russell/Graham	100.00	PRS	1982	[redacted]	Air Supply
0218305		YOUR CHILD	Isaac	100.00	BMI	1999	[redacted]	Mary J. Blige
0222002		YOUR EVERYTHING	Regan/Lindsey	50.00	ASCAP	1999	[redacted]	
0032982		YOUR GRACE STILL AMAZES ME	Lehman/Harding/Brown	100.00	ASCAP.	1983	[redacted]	
0179037		YOUR LOVE	Brickman/Hosein/DeVilier	100.00	SESAC.	1998	[redacted]	

0135000	YOUR LOVE IS MY REST	Hiatt	100.00 BMI	1995
0218194	YOUR WAYS ARE HIGHER THAN	Mizell	100.00 ASCAP	2000

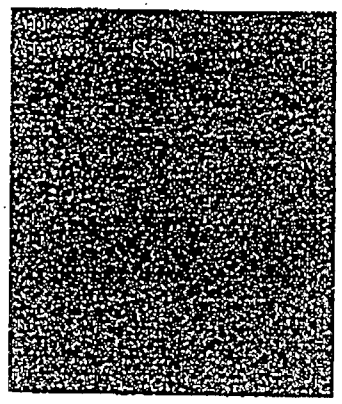

EXHIBIT CO 0414

July 21, 2003

MIDIRingtones, LLC
368 380 Jackson Street, ~~Suite 700~~ SF
Saint Paul, MN 55101

Re: **Ring Tone License Agreement between MIDIRingtones, LLC and BMG Songs, Inc. & Careers BMG Music Publishing Inc. dated August 1, 2002 (the "Agreement")**

Gentlemen:

When signed by the parties below, the following shall modify the Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. Term

The Term of Agreement shall continue without interruption until July 31, 2004, unless terminated earlier in accordance with Article 7 of the Agreement.

2. Advances

Upon execution of this amendment, Licensee shall pay to BMG a non-returnable advance of $2500 recoupable from all royalties payable under the Agreement.

As modified above, the Agreement is hereby ratified, and apart from the foregoing, all terms and conditions of the Agreement shall remain in full force and effect.

Very truly yours,

Careers-BMG Music Publishing, Inc.

By: _____

BMG Songs, Inc.

By: _____

Agreed and Accepted:

MIDIRingtones, LLC

By: _____

MidiRingtones LLC Renewal 7-21-03 (BMG)

EXHIBIT CO 0415

RING TONE LICENSE

Agreement made August 1, 2002 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "BMG") and MIDIRingTones, LLC, 380 Jackson Street, Suite 700, Saint Paul, MN 55101 (hereinafter "Licensee").

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of the United States ("the Territory") for a term commencing on August 1, 2002 and expiring on July 31, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers") for download onto mobile telephones (for a fee or otherwise) for personal use by the Customers ("Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in BMG's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. (a) Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) Promptly following complete execution of this license agreement, a royalty of $14.16 which represents the amount due in connection with the Downloads which occurred prior to the beginning of the Term (an accounting reflecting same is attached hereto as Exhibit "A").

(b) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than $.10 per Download irrespective of the price (if any) actually charged;

(c) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the BMG Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(d) An advance of $2,500 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone Service to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to BMG retroactively to the accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. For each calendar month of the Term, Licensee shall render to BMG within sixty (60) days of the end of such calendar month a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and

verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statem nly once. BMG may conduct such audit only ng Licensee's usual business hours, and at the place wher keeps the books and records to be examined, at least thirty (30) days prior notice.

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom

10. This Agreement contains all ‹ ; terms agreed between the parties and repla any and all previous agreements whether written or oral co. ,ning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

MIDIRingTones, LLC

By: _____

EXHIBIT "A"

Please see attached.

BMG SONG I	SONGTITLE	WRITERS
211251	(YOU DRIVE ME) CRAZY	Elofsson/Sandberg/Magnusson/Kreuger
239923	COME ON OVER BABY (ALL I WANT IS YOU)	Aberg/Rein/Roche/Peiken/Fair/Blackmon/Cham/Dawkins/Aguilera
26947	COPACABANA	Manilow/Sussman/Feldman
251540	DON'T STOP MOVING	Ellis/Solomon/S Club 7
216023	HUNTER	Armstrong/Armstrong
54561	I LOVE THE WAY YOU LOVE ME	Shaw/Cannon
245907	NEVER HAD A DREAM COME TRUE	Ellis/Dennis
60900	TEQUILA	Rio, Chuck
183179	TOO MUCH	Watkins/Wilson/Hallowall/Bunton/Brown/Chism/Adams
2787	WE BUILT THIS CITY	Wolf/Lambert/Page/Taupin
257152	WHEREVER YOU WILL GO	Kamin/Band
266574	YOUNG	Wiseman/Mcewan/Sheridan

PERCENT	ARTIST	DOWNLOADS	10% or $.10	Amount Payable
25.00	Britney Spears	40	4.575	1.14375
31.00	Christina Aguilera	6	0.75	0.2325
100.00	Barry Manilow	84	9.275	9.275
37.50	S Club 7	1	0.1	0.0375
35.00	Dido	0	0	0
50.00	Boyzone	0	0	0
50.00	S Club 7	11	1.2	0.6
20.00	The Champs	30	3.075	0.615
50.00	Spice Girls	1	0.1	0.05
20.00	Jefferson Starship	6	0.7	0.14
100.00	The Calling	19	2.05	2.05
100.00	Kenny Chesney	5	0.55	0.55
			TOTAL:	**$14.69**

EXHIBIT CO 0416

RING TONE LICENSE

Agreement made June 1, 2002 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "BMG") and U.S. CELLNET Information, Inc., 1874 South Pacific Coast Highway, Suite 701, Redondo Beach, CA 90277(hereinafter "Licensee").

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of The United States ("the Territory") for a term commencing on June 1, 2002 and expiring on May 31, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies which in turn service customers or subscribers ("the Customers") for download onto mobile telephones (for a fee or otherwise) for personal use by the Customers ("Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or its customers' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer. BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by $.10 USD per Download irrespective of the price (if any) actually charged.

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable service fee equal to the BMG Share of each applicable Composition multiplied by $25 (the "Service Fee");

(c) An advance of $2,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or service fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Service Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or service fee to BMG retroactively to the first accounting period during which such higher royalty or service fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to BMG a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Service Fees due. All accountings and resultant royalties shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the

accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, inclu. , travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Careers-BMG Music Publishing, Inc.

By: _____

BMG Songs, Inc.

By: _____

U.S. CELLNET Information, Inc

By: _____

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EXHIBIT CO 0417

June 1, 2003

Faith West, Inc.
500 3rd Street, Suite 410
San Francisco, CA 94107

Re: **Ring Tone License Agreement between Faith West, Inc. and BMG Songs, Inc. & Careers BMG Music Publishing Inc. dated June 1, 2002 (the "Agreement")**

Gentlemen:

When signed by the parties below, the following shall modify the Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. The Term of Agreement shall continue without interruption until May 31, 2004.

As modified above, the Agreement is hereby ratified, and apart from the foregoing, all terms and conditions of the Agreement shall remain in full force and effect.

Very truly yours,

Careers-BMG Music Publishing, Inc.

By: _____

BMG Songs, Inc.

By: _____

Agreed and Accepted:

Faith West, Inc.

By: _____

EXHIBIT CO 0418

RING TONE LICENSE

Agreement made June 1, 2002 between .IG Songs, Inc. and Careers-BMG Music Publi. g, Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "BMG") on one hand and Faith, West Inc., 303 Twin Dolphin Drive, 6th Floor, Redwood City, CA 94065 (hereinafter "Licensee") on the other.

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of the United States ("the Territory") for a term commencing on June 1, 2002 and expiring on May 31, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers") for download onto mobile telephones (for a fee or otherwise) for personal use by the Customers ("Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. (a) Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged.

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the BMG Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $2,500 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to BMG retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to BMG a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2(a) above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Fixing Fees due. All accountings and resultant royalties shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

CS

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five perc 5%) or more of the total amount accounted tc 'G during the accounting periods audited, then Lice. shall pay to BMG all reasonable audit costs, uding travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written:

Careers-BMG Music Publishing, Inc.

By: Scott Francis

BMG Songs, Inc.

By: Scott Francis

Faith West, Inc.

By: [illegible]

bmp 02-57.2

08

EXHIBIT CO 0419

May 1, 2003

Faith West, Inc.
500 3rd Street, Suite 410
San Francisco, CA 94107

Re: **Ring Tone License Agreement between Zomba Enterprises, Inc. & Zomba Songs, Inc. and FAITH, Inc. dated May 1, 2002 (the "Agreement")**

Gentlemen:

When signed by the parties below, the following shall modify the Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. **Contracting Party**

(a) Licensee has previously granted and assigned to Faith West, Inc. all of its right, title and interest in and to the Agreement. Zomba hereby acknowledges and consents to such assignment.

(b) All references in the Agreement to Licensee shall be deemed to refer to Faith West, Inc. instead of FAITH, Inc.

2. **Term**

The Term of Agreement shall continue without interruption until May 31, 2003.

As modified above, the Agreement is hereby ratified, and apart from the foregoing, all terms and conditions of the Agreement shall remain in full force and effect.

Very truly yours,

Zomba Enterprises, Inc.

By: _____

Zomba Songs, Inc.

By: _____

Agreed and Accepted:

Faith West, Inc.

By: _____

EXHIBIT CO 0420

June 1, 2003

Faith West, Inc.
500 3rd Street, Suite 410
San Francisco, CA 94107

Re: **Ring Tone License Agreement between Faith West, Inc. and Zomba Enterprises Inc., Zomba Songs Inc. and Zomba Melodies Inc., dated May 1, 2002 as amended on May 1 , 2003 (the "Agreement")**

Gentlemen:

When signed by the parties below, the following shall modify the Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. The Term of Agreement shall continue without interruption until May 31, 2004.

As modified above, the Agreement is hereby ratified, and apart from the foregoing, all terms and conditions of the Agreement shall remain in full force and effect.

Very truly yours,

Zomba Enterprises Inc., Zomba Songs Inc.,
Zomba Melodies Inc.

By: _____

Agreed and Accepted:

Faith West, Inc.

By: _____

EXHIBIT CO 0421

RING TONE LICENSE

Agreement made May 1, 2002 betwe. JMG Songs, Inc. and Careers-BMG Music Pul .ng, Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "BMG") and Cellus USA, Inc., 19590 East Main Street, Park, CO 80138 (hereinafter "Licensee").

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of the United States ("the Territory") for a term commencing on May 1, 2002 and expiring on April 30, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies which in turn service customers or subscribers ("the Customers") for download onto mobile telephones (for a fee or otherwise) for personal use by the Customers ("Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or its customers' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer. BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

a) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by $.10 U.S. Dollars per Download irrespective of the price (if any) actually charged.

(b) An advance of $5,000 U.S. dollars recoupable from all royalties payable hereunder.

(c) If at any time during the Term hereof Licensee pays any royalty in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty specified hereunder, or any service fee to any other owner or administrator of musical compositions in connection with the uploading or creation of Ring Tones within the Territory, on a per composition basis or otherwise, Licensee shall pay such higher royalty or service fee to BMG retroactively to the first accounting period during which such higher royalty or service fee is accounted to such other owner or administrator.

4. For each calendar month of the Term, Licensee shall render to BMG within sixty (60) days of the end of such calendar month a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Service Fees due. All accountings and resultant royalties shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, Attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and

per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Careers-BMG Music Publishing, Inc.

By: [signature]

BMG Songs, Inc.

By: [signature]

Cellus USA, Inc.

By: [signature]

EXHIBIT CO 0421A

RING TONE LICENSE

Agreement made May 1, 2002 between Zomba Enterprises Inc., Zomba Songs Inc. & Zomba Melodies Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "Licensor") and Mitsui Comtek Corp., 20300 Stevens Creek Boulevard, Suite 300, Cupertino, CA 95014 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on May 1, 2003 and expiring on September 30, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to sixty (60) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(v) To download or otherwise transmit and permanently save Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Ring Tones (not to exceed sixty (60) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) and/or mobile devices (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work-made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. (a) Licensee shall send to Licensor notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer.

(b) Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time (a "Restricted Composition"). In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice (a "Restriction Notice"). Licensor warrants and represents that Licensee shall have no liability with respect to Downloads of Restricted Compositions which occur prior to Licensee's receipt of the applicable Restricted Notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged. For avoidance of doubt, the Royalty shall not be due in connection with any previews of Ring Tones unless such Ring Tone(s) is later Downloaded by a Customer.

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with a substantially similar Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction. It is acknowledged and agreed that Customers may continue to use Ring Tones Downloaded during the Term following the expiration of the Term.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless

Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

(d) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(e) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(f) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(g) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Zomba Songs Inc.

By: _____

Zomba Melodies Inc.

By: _____

Mitsui Comtek Corp

By: _____

EXHIBIT CO 0422

RING TONE LICENSE

Agreement made as of May 1, 2002 between Zomba Enterprises Inc. and Zomba Songs Inc. with offices located at 138 West 25th Street, New York, NY 10001 (hereinafter referred to as "Zomba") and FAITH, INC., with offices located at 303 Twin Dolphin Dr., 6th Floor, Redwood City, CA 94065 and Imon-Meijiseimei Building, 566-1, Karasumaoike-Sagarutoraya-cho, Nakagyo-ku, Kyoto 604-8171, Japan (hereinafter "Licensee") (collectively, the "Parties," and each, a "Party").

WHEREAS, Zomba owns and/or controls certain musical compositions listed on Exhibit A, annexed, together with other musical compositions which Zomba may, in its discretion, add to such Exhibit A during the Term hereof, and

WHEREAS, Licensee intends to provide Ring Tone Service (as defined in paragraph 1(a)(vi)) to its mobile phone customers, and/or to companies which in turn provide services to mobile phone customers (collectively, the "Customers") and wishes to license the Compositions (as defined in paragraph 2(a)) for such purpose; and

WHEREAS, Zomba desires to license the Compositions to Licensee for exploitation, throughout the World (the "Territory"), for use in connection with a Ring Tone Service;

WHEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. License

(a) Zomba grants to Licensee the non-exclusive, nontransferable, limited license to use the Compositions as follows:

(i) To create a MIDI or digital file of the Compositions (the "File(s)").

(ii) To arrange and/or record a sequence from the File, of musical tones only without lyrics or instrumentation, not to exceed thirty (0:30) seconds (the "Recording(s)"); provided, however, that any arrangement of any of the Compositions by Licensee ("Licensee Arrangements") shall be done on a "work–made-for-hire" basis for Zomba under the United States Copyright Act and all similar laws (collectively, the "Act"), and all right, title and interest in and to such arrangements, including without limitation the copyright therein, shall belong exclusively to Zomba for the term of copyright and any renewals thereof, throughout the universe, in perpetuity, in all languages, formats and media, whether now known or hereafter created. If the Licensee Arrangements or any part thereof, is deemed not to be "work-made-for-hire" under the Act, Licensee assigns exclusively to Zomba all right, title and interest in and to the Licensee Arrangements, including, without limitation, throughout the universe, in perpetuity in all languages, formats and media, whether now known or hereafter created. Notwithstanding anything to the contrary contained herein, Licensee may not alter the fundamental character of the Compositions, or make any other use of the Compositions not expressly granted by Zomba herein. Zomba agrees that it will not sell, distribute, publish, post or utilize the Licensee's

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Recordings of the Compositions, or the Arrangements thereof, in any manner without Licensee's prior written approval.

(iii) To transform the Recordings into ring tone formats, monophonic or polyphonic sound only (the "Ring Tone(s)").

(iv) To make a database of the Ring Tones available via Licensee's proprietary Web site, and those Web sites it hosts and maintains for its licensees and business partners, to the Customers for download onto their mobile phones for personal use by that Customer, provided that Licensee uses secured technology in accordance with industry standards to safeguard the Compositions from unauthorized access or copying. Licensee acknowledges that the Ring Tones will remain resident on Licensee's server located in the United States.

(v) To make server, incidental and buffer copies of the Ring Tones to facilitate the implementation of the rights granted in this License.

(vi) To allow end users to preview Licensee's service via use of segments of the Ring Tones not to exceed thirty (0:30) seconds each, limited to streaming only on Web sites that provide Licensee's services. In no event shall the Compositions be used in any endorsements, commercials or co-/cross-promotions of any service, product or entity, including but not limited to Licensee's Ring Tone Service.

All of the foregoing activities shall be performed at Licensee's sole expense. The license granted under this agreement is referred to herein as the "License". As used herein, "Ring Tone Service" shall mean the provision of Ring Tones, via Licensee's proprietary Web site, to Customers for their personal use.

(b) The term of the License (the "Term") shall be for one (1) year, commencing on May 1, 2002 and expiring on April 30, 2002 unless terminated earlier in accordance with Article 5 below. It is understood, though, that Customers may continue to use in the manner specified herein, after the Term, the Ring Tones downloaded onto their cellular phones during the Term.

(c) Zomba expressly reserves all rights now known or hereafter to become known in the Compositions. All rights, title and interest in and to the Compositions (and as re-recorded by or on behalf of Licensee) in all media now known or hereafter developed, are owned and retained solely and exclusively by Zomba.

2. Operating Procedures

(a) Licensee shall present a list of requested compositions to Zomba which Licensee desires to license, which list shall be supplemented from time to time by Licensee. Zomba shall determine in its sole discretion to license such compositions to Licensee hereunder. Zomba shall notify Licensee in writing which compositions are approved and such approved compositions shall be deemed to be added to Exhibit A and shall become subject to all the terms and conditions of this License (individually and collectively, the "Compositions").

(b) Licensee will comply with all restrictions relating to territory, name and likeness, use restrictions and other restrictions to which Zomba is contractually bound. Zomba will inform Licensee of such restrictions when the Compositions are added to Exhibit A.

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(c) Where practicable Licensee shall cause to be printed on all physical and digital materials used in connection with exploitation of the Compositions, the title of the Compositions, the names of the songwriter(s), notation that Licensee is the licensee of Zomba and an appropriate copyright notice. Any act or omission by Licensee not in compliance herewith shall be without the authority of Zomba. Notwithstanding the foregoing, any inadvertent failure to provide such credit shall not be a material breach of this License and Licensee agrees to prospectively cure any such credit omission.

(d) Upon request, Zomba shall endeavor to identify for Licensee the genre of each Composition subject hereto.

(e) In the event Zomba shall request Licensee to cease using any Composition, Licensee shall do so soon as practicable after receiving notice, but not later than three (3) business days after receiving such notice. Notwithstanding the foregoing, in the event that (i) Zomba no longer has rights to exploit certain Compositions, or (ii) upon written notice by Zomba to Licensee that, in Zomba's reasonable discretion, any use of the Compositions is likely to generate any legal claims, or (iii) there is a security breach in Licensee's encryption technology, Zomba may require Licensee to immediately cease distribution and accessibility of certain Compositions, and Licensee shall cooperate with such requests on an immediate basis.

3. Royalties

(a) In consideration of the rights granted herein, Licensee shall pay to Zomba a license fee of: (i) Twenty-Five Dollars ($25.00) for each Ring Tone copied to the master server, plus (ii) for downloads of Ring Tones that take place in the United States, the greater of Ten Cents ($0.10) for each completed download of a Ring Tone to a Customer (regardless of whether any charge is made to or collected from the Customer therefor) or Ten Percent (10%) of gross revenues generated by Licensee in connection with Licensee's Ring Tone Service (the "US Rate"), and (iii) for downloads of Ring Tones that take place in any country outside of the United States, the greater of the prevailing royalty rate in the country where the Ring Tone is downloaded or the US Rate. All sums shall be based on Zomba's pro-rata share of the copyright interest in and to the Compositions as set forth on Schedule A.

(b) With respect to any and all incidental and/or buffer copies made of the Ring Tones to facilitate the implementation of the rights granted in this License, Licensee shall pay to Zomba the sum of One Dollar ($1.00), receipt of which is hereby acknowledged.

(c) Licensee shall be responsible for securing, and paying for, whatever public performance licenses are required in connection with its Ring Tone Service throughout the Territory.

(d) Licensee and Zomba shall endeavor to achieve as transparent a royalty accounting system hereunder as technically is feasible. Without limitation of Zomba's rights under subparagraph 4(d) below, from time to time during the Term upon reasonable notice, but no more often than quarterly, Licensee shall permit Zomba access to the relevant portions of Licensee's computer systems so as to allow Zomba to directly verify the number and location of each download of a Ring Tone hereunder.

(e) Upon the execution of this License, Licensee shall pay to Zomba a non-returnable advance ("Advance") of Two Thousand Dollars ($2,000.00) recoupable from the royalties payable under subparagraph 3(a)(ii) above.

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4. Royalty Accountings

(a) Within forty-five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30, and December 31, Licensee will render to Zomba a true and detailed accounting of all Ring Tones deriving from the Compositions downloaded hereunder during the period concerned, directed to:

Zomba Music Publishing
Attn: Nancy Bloom - Associate Director, Business Affairs
138 W. 25th Street
New York, New York 10001

Each accounting period shall report each Composition by title and country, the number of downloads and the resultant royalty hereunder. Each accounting shall be accompanied by payment to Zomba of all royalties due. Upon Zomba's request, Licensee shall furnish such statement in electronic or digital form.

(b) No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Zomba shall provide Licensee with a current W-9 form.

(c) All payments to Zomba shall be remitted in United States Dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange in effect on the date the statement concerned is rendered.

(d) Licensee shall maintain accurate and complete records and books of account covering the licensing of the Compositions under the License and containing all other information needed to compute and verify the amounts payable to Zomba hereunder. Zomba may audit those books and records within two (2) years after rendered and no more frequently than semi-annually. Zomba may make such an examination for a particular statement only once. Zomba may conduct such audit only during Licensee's usual business hours, and only at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice. Such audit shall be conducted at Zomba's sole expense; provided, however, that if, as a result of any audit, it is determined that Licensee has understated the royalties due to Zomba by ten percent (10%) or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Zomba for the cost of the audit.

(e) All payments becoming due to Zomba under this agreement will be made in full without any charge for bad debt, free goods, discounts, container charge, service charge or any other offset or deduction whatsoever.

(f) If Licensee is actually prevented by law or government order from making any payment to Zomba in United States Dollars, Licensee will promptly notify Zomba and will not commingle the moneys concerned with Licensee's other assets or with the property of any other person, but will hold these moneys separately and in trust for Zomba or deposit them as Zomba instructs in writing. Licensee will continue to be obligated for each such amount until Zomba (or the depository so designated by Zomba) has actually received it.

5. Termination

(a) Zomba may terminate the License by giving Licensee notice if Licensee violates any of its obligations, representations and/or or warranties under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Zomba's satisfaction within thirty (30) days after Zomba gives Licensee notice of it.

(b) The License will terminate automatically, without notice, if any of the following circumstances occurs:

(i) If Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

(ii) If a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property and it is not dismissed within ten (10) days of such event.

(c) A termination of the License under this Article 5 will not limit or affect any of Zomba's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Compositions, nor of the Files, Recordings or Ring Tones whatsoever.

6. Assignment

Neither Party may assign this License or transfer its rights, duties or obligations under this License to any other entity, without prior written consent of the other Party, except that Zomba may, upon written notice and without Licensee's prior consent, assign this License, or any of its rights hereunder, to an entity that controls, or is controlled by, or is under common control of Zomba, or in connection with any merger, acquisition, divestiture, consolidation or other corporate reorganization of Zomba. Licensee agrees that it will seek prior written consent from Zomba prior to any change of control, merger, acquisition, divestiture, consolidation or other corporate reorganization of Licensee. Any attempt to assign or otherwise delegate any rights, duties or obligations hereunder in contravention of this paragraph 6 will be void and Zomba may immediately terminate this License. This License will bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

7. Notices

All notices under this agreement will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other addresses as either party shall designate. Notices shall be deemed given when mailed, except that notice of change of address shall be effective only from the date of its receipt. Each notice shall be sent to:

To Licensee: addresses on page 1

To Zomba: Zomba Music Publishing, 138 West 25th Street, New York, New York 10001, attention: Sr. Vice President, Business Affairs

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or to such other address(es) as to which the noticing party shall have theretofore received written notice. All notices to the parties hereto shall be in writing and shall be sent by overnight delivery or facsimile with written confirmation if such notice requires a response or action within a set time period thereunder. The date of mailing shall be the date of the giving of notice.

8. Warranties, Representations, Indemnities

(a) Zomba represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Exhibit A):

(i) Zomba has full right, power and authority to enter into this License and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) Zomba will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Zomba administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this License upon the terms and conditions set forth herein.

(ii) The Recordings, Ring Tones and any other content, materials or technology provided, made available or used by Licensee shall not infringe upon any third-party rights.

(iii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iv) Licensee shall comply with all applicable federal, state and local laws, rules and regulations in the performance of its obligations hereunder.

(v) Licensee and its employees, agents or representatives will not, without Zomba's prior written consent in each such instance, refer to or disclose the existence or terms of this License or use Zomba's name, any of Zomba's affiliate or related entities, including without limitation any Zomba related record label, or the name, logo or identifier of any artist, songwriter or Composition associated with Zomba (or any affiliate of Zomba) in any press release, advertisement, announcement or public disclosure. For the avoidance of doubt, this subparagraph 8(b)(v) shall not preclude Licensee from disclosing the terms of this License to other music publisher participants in Licensee's Ring Tone Service or third-party companies with whom Licensee has entered into an agreement to provide its Ring Tone Service.

(vi) Licensee shall enter into all required music performance licenses with ASCAP, BMI and other similar performing rights agencies having jurisdiction relating to performances of the Compositions and pay all fees thereto.

(vii) Upon written instruction from Zomba, Licensee shall not license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of

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the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. In no event shall the total liability of Zomba in connection with the rights granted for the Compositions exceed the consideration received by Zomba in connection with the licensing of said Compositions. Licensee will give Zomba prompt notice of any claim and Zomba will have the right to assume the defense thereof at Zomba's expense.

9. Most Favored Nations

In the event Licensee enters into an agreement with a third party licensor for the use of compositions in Licensee's Ringtone Service similar to the use of the Compositions granted hereunder, and such agreement contains terms and/or conditions which are more favorable than the terms and/or conditions contained herein, then effective as of the date of such agreement, such more favorable terms and/or conditions shall be deemed incorporated herein retroactive to the date of such third party agreement. Notwithstanding the foregoing, any increase in the Royalty and/or Advance on account of the operation of this Section 9 shall be payable retroactively to the date of this License and such increase shall be fully recoupable from royalties payable to Zomba hereunder, provided however, recoupment shall only be required hereunder if Licensee and the third party licensor have agreed upon such a recoupment in their agreement.

10. Miscellaneous

(a) No designation, approval or consent provided for in this License will be deemed given unless it is given in writing and signed by and authorized officer or representative of the party concerned.

(b) Licensee will take such steps as Zomba shall reasonably request in accordance with industry practices and standards for the purpose of protecting or enforcing Zomba's rights in the Compositions. Licensee will notify Zomba promptly of any occurrence which might affect those rights.

(c) Zomba will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) The rights granted herein only pertain to Zomba's pro-rata share of the copyright interest in and to the Compositions as set forth on Schedule A. Licensee must obtain approval from the other publisher(s) of the Compositions, if any.

(e) Licensee will not attack the title of Zomba in the Compositions or any copyright or other rights in them; nor will Licensee attack the validity of the License.

(f) This License contains the entire understanding of the parties and cannot be changed or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent

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breach of it. All remedies, rights and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right or obligation of either party.

(g) This License has been entered into in the State of New York, and the validity, interpretation and legal effect of this License shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York state and federal courts will have exclusive jurisdiction of any controversies regarding this license agreement; and any action or other proceeding which involves such a controversy will be brought in the courts located within the State and County of New York and not elsewhere.

(h) The relationship of the parties is that of independent contractors, and nothing in this agreement will constitute either party an agent of the other.

(i) The parties acknowledge that the nature of this License is unprecedented, that there are a number of marketplace factors pertaining to the subject matter hereof that are uncertain, including but not limited to business considerations. The terms hereof, including but not limited to the payment for in connection with, or value of, any services or products, are not intended to, and shall not, prejudice in any manner or for any purpose any rights or obligations relating to any future periods, arrangements or agreements between the parties or involving the services or industries that are the subject matter hereof and therefore shall not be binding or prejudicial to any position for any period subsequent to the date of this License.

(j) This License will not become effective until executed and delivered by Zomba and Licensee.

FAITH, INC.

By: _____
Masajo Nakanishi
CAROLYNNE SCHLOESSER

Zomba Enterprises Inc.

By _____
Rachelle Greenblatt

Zomba Songs Inc.

By _____
Rachelle Greenblatt

EXHIBIT A

Composition	Writer(s)	Percentage Controlled
~~"5-6-7-8"~~	~~S. Crosby, B. Upton~~	~~50%~~
~~"18 Til I Die"~~	~~R. J. Lange, B. Adams~~	~~50%~~
~~"(If You're Not In It For Love) I'm Outta Here"~~	~~R.J. Lange, S. Twain~~	~~50%~~
~~"(You Drive Me) Crazy"~~	~~M. Martin, P. Magnusson~~ D. Krueger, J. Eloffson	~~81.25%~~
"A Space Age Love Song"	Maudsley, Reynolds, Score, Score	100%
"A Woman's Threat"	R. Kelly	100%
~~"Ain't Got Nothing, If You Ain't Got Love"~~	~~R. J. Lange, M. Bolton~~	~~50%~~
~~"All For Love"~~	~~R. J. Lange, B. Adams~~ M. Kamen	~~33.34%~~
"All I Have To Give"	Full Force	100%
~~"All I Want Is You"~~	~~R. J. Lange, B. Adams~~	~~50%~~
"All I Want To Do Is Make Love To You"	R. J. Lange	100%
~~"Any Man Of Mine"~~	~~R. J. Lange, S. Twain~~	~~50%~~
"Anywhere For You"	W. Perry, G. Baker	100%
"As Long As You Love Me"	Max Martin	100%
"...Baby One More Time"	M. Martin	100%
"Back To Your Heart"	K. Richardson, J. Blume, G. Baker	100%
~~"Before The Night Is Over"~~	~~M. Martin, B. Adams~~	~~50%~~
~~"The Best Of Me"~~	~~R. J. Lange, B. Adams~~	~~50%~~
"Born To Make You Happy"	A. Carlsson, K. Lundin,	100%
"Boxerbeat"	D. Collard, R. Marche, T. Ball	100%

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EXHIBIT A (cont.)

Composition	Writer(s)	Percentage Controlled
~~"Breathless"~~	~~R. J. Lange, S. Corr,~~ A. Corr, C. Corr, J. Corr	~~50%~~
"Bump N' Grind"	R. Kelly	100%
"Bye Bye Bye"	A. Carlsson, J. Schulze, K. Lundin	100%
"The Call"	M. Martin, R. Yacoub	100%
"Calypso Crazy"	B. Ocean, R.J. Lange	100%
~~"Can I Touch You...There"~~	~~R. J. Lange, N. Rodgers,~~ M. Bolton, B. Edwards	~~60%~~
~~"Can't Stop This Thing We Started"~~	~~R. J. Lange, B. Adams~~	~~50%~~
"Caribbean Queen"	K. Diamond, B. Ocean	100%
~~"Cloud Number Nine"~~	~~M. Martin, G. Peters~~ B. Adams	~~33.34%~~
"The Colour Of Love"	B. Eastmond, W. Brathwaite, C. Ocean, J. Skinner	100%
~~"Come On Over"~~	~~R. J. Lange, S. Twain~~	~~50%~~
"Cotton Eye Joe"	J. Ericsson, P. Reiniz, Orban	100%
~~"Darlin'"~~	~~T. Allen, M. Morton~~	~~60%~~
"Dedicated"	R. Kelly	100%
~~"Do I Have To Say The Words"~~	~~R. J. Lange, B. Adams~~ J. Vallance	~~33.34%~~
"Do Ya Do Ya Wanna Please Me"	M. Bissell, G. Richardson	100%
"Do You Believe In Love"	R. J. Lange	100%
"Don't Want You Back"	M. Martin	100%
"Don't Wanna Lose You Now"	M. Martin	100%

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EXHIBIT A (cont.)

Composition	Writer(s)	Percentage Controlled
~~"Don't Be Stupid (You Know I Love You)"~~	~~R. J. Lange, S. Twain~~	~~50%~~
~~"Don't Let Me Be The Last To Know"~~	~~R. J. Lange, K. Scott~~ S. Twain	~~70%~~
"Don't Try To Stop It"	Bonhomme	100%
"Down Low (Nobody Has To Know)"	R. Kelly	100%
~~"Dreams"~~	~~T. Laws, G. Bobb~~	~~50%~~
~~"Drowning"~~	~~A. Carlsson, R. Yacoub,~~ L. Thompson	~~66.67%~~
"E-Mail My Heart"	E. F. White	100%
"Elephant Stone"	I. Brown, J. Squire	100%
"Everybody (Backstreet's Back)"	M. Martin, D. Volle	100%
~~"Everything I Do I Do It For You"~~	~~R. J. Lange, B. Adams, M. Kamen~~	~~18.75%~~
~~"Feed My Frankenstein"~~	~~Cooper, Richard, Manning, Coler~~	~~50%~~
"Final Heartbreak"	E. F. White	100%
~~"Fly (Featuring Super Cat)"~~	~~W. Maragh, A. Shacklock, S. Frazier~~ R. Sheppard, M. McGrath, M. Karges J. Nichol	~~16.67%~~
"Fool's Gold"	I. Brown, J. Squire	100%
"For The Girl Who Has Everything"	J. Skinner, V. Renn	100%
~~"Fool Again"~~	~~P. Magnusson, D. Kreuger~~ J. Elofsson	~~70%~~
"Freaks Come Out At Night"	L. Smith, J. Hutchins	100%
"Fresh Prince Of Bel-Air"	W. Smith, J. Townes	100%
"Friends"	L. Smith, J. Hutchins	100%
"From The Bottom Of My Broken Heart"	E. F. White	100%

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EXHIBIT A (cont.)

Composition	Writer(s)	Percentage Controlled
~~"From This Moment On"~~	~~R.J. Lange, S. Twain~~	~~40%~~
~~"Get Down (You're The One For Me)"~~	~~B. Aris, T. Coltura, J. McGuffey~~	~~9.37%~~
"Get Outta My Dreams, Get Into My Dreams"	B. Ocean, R.J. Lange	100%
~~"Giddy Up"~~	~~V. Renn, J. Timberlake, G.~~ Kirkpatrick, J. Fatone, L. Bass	~~64%~~
~~"Gina"~~	~~K. Alexander, R. Halligan~~ M. Bolton	~~33.34%~~
"Gotham City"	R. Kelly	100%
~~"Groove Is In The Heart"~~	~~J. Davis (p/k/a "Q-Tip"), K. Kier~~ D. Chung, D. Brill, H. Hancock	~~7.5%~~
~~"Have You Ever Really Loved A Woman?"~~	~~R.J. Lange, B. Adams, M.~~ Kamen	~~33.33%~~
"Hey Mr. DJ (Keep Playin' This Song"	L. Campbell, T. Allen, J. Skinner	100%
~~"Hit Me Like A Hammer"~~	~~H. Lewis, R. J. Lange~~	~~70%~~
~~"Home Ain't Where The Heart Is (Anymore)"~~	~~R. J. Lange, S. Twain~~	~~50%~~
~~"Honey I'm Home"~~	~~R. J. Lange, S. Twain~~	~~50%~~
"Honey Love"	R. Kelly	100%
"I Am The Resurrection"	I. Brown, J. Squire	100%
"I Believe I Can Fly"	R. Kelly	100%
"I Can't Sleep Baby (If I)"	R. Kelly	100%
~~"I Finally Found Someone"~~	~~R. J. Lange, B. Adams, M.~~ Hamlisch, B. Streisand	~~25%~~
~~"I Promise You"~~	~~R. J. Lange, M. Bolton~~	~~75%~~
"I Need You Tonight"	A. Fromm	100%

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EXHIBIT A (cont.)

Composition	Writer(s)	Percentage Controlled
"I Ran"	Score, Score, Maudsley, Reynolds	100%
~~"I Said I Loved You, But I Lied"~~	~~R. J. Lange, M. Bolton~~	~~75%~~
"I Wanna Be Adored"	I. Brown, J. Squire	100%
"I Wanna Rock"	D. Snider	100%
"I Want It That Way"	M. Martin, A. Carlsson	100%
"I Will Be There"	A. Carlsson, M. Martin	100%
"I Will Still Love You"	E.F. White	100%
"I Wish"	R. Kelly	100%
"If I Could Turn Back The Hands Of Time"	R. Kelly	100%
~~"If I Let You Go"~~	~~P. Magnusson, D. Kreuger~~ J. Elofsson	~~70%~~
"If Walls Could Talk"	R. J. Lange	100%
"I'll Never Break Your Heart"	E. Wilde, A. Manno	100%
~~"I'm Not Made Of Steel"~~	~~R. J. Lange, D. Warren~~ M. Bolton	~~33.34%~~
"I'm Not Strong Enough To Say No"	R. J. Lange	100%
"I'm Your Angel"	R. Kelly	100%
"It's Gonna Be Me"	A. Carlsson, M. Martin, Rami	100%
"It's Gotta Be You"	R. J. Lange, M. Martin	100%
~~"It's My Life"~~	~~M. Martin, R. Sambora~~ J. Bon Jovi	~~33.34%~~
~~"It's My Life"~~	~~T. Friese-Greene, M. Hollis~~	~~25%~~
~~"It's The Way You Make Me Feel"~~	~~J. Elofsson~~	~~25%~~
~~"Irresistible"~~	~~R. J. Lange, S. Corr, A. Corr~~ D. Corr, J. Corr	~~50%~~

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EXHIBIT A (cont.)

Composition	Writer(s)	Percentage Controlled
"Jam It Jam"	A. Jolly, D. McConnell, M. Lewis	100%
"Johnny Friendly"	C. Bostock, D. Collard, T. Ball	100%
"Just Got Lucky"	C. Bostock, T. Ball	100%
~~"Kiss Me At Midnight"~~	~~V. Renn~~	~~50%~~
"Larger Than Life"	M. Martin, K. Lundin, B. Littrell	100%
~~"Let Me Let Go"~~	~~S. Diamond, D. Morgan~~	~~50%~~
~~"Let's Make A Night To Remember"~~	~~R. J. Lange, B. Adams~~	~~60%~~
~~"Life's What You Make It"~~	~~T. Friese-Greene, M. Hollis~~	~~25%~~
~~"Living In Another World"~~	~~T. Friese-Greene, M. Hollis~~	~~25%~~
~~"Lucky"~~	~~M. Martin, Rami, A. Kronlund~~	~~75%~~
"Made of Stone"	I. Brown, J. Squire	100%
~~"Man I Feel Like A Woman"~~	~~R. J. Lange, S. Twain~~	~~50%~~
"Motormania"	Bonhomme, Durno, Lambert	100%
"Mr. Gorgeous (& Miss Curvaceous)	N. Miranda, M. Brown, C. Franck	100%
~~"My Love"~~	~~P. Magusson, D. Kreuger~~ J. Elofsson, P. Nylen	~~37.5%~~
"The More You Live, The More You Love"	Maudsley, Reynold, Score, Score	100%
"No One Else Comes Close"	W. Perry, G. Baker, J. Thomas	100%
"Old Pop In An Oak"	P. Edenberg	100%
"The One"	M. Martin, B. Littrell	100%
"One Love"	I. Brown, J. Squire	100%
"One Step Closer"	C. Bennington, R. Bourdon E. Delson, J. Hahn, M. Shinoda	100%
~~"The Only Thing That Looks~~ Good On Me Is You"	~~R. J. Lange, B. Adams~~	~~50%~~

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EXHIBIT A (cont.)

Composition	Writer(s)	Percentage Controlled
"Oops!...I Did It Again"	M. Martin, Rami	100%
~~"Please Forgive Me"~~	~~R. J. Lange, B. Adams~~	~~75%~~
"Points Of Authority"	C. Bennington, R. Bourdon, F. Delson, J. Hahn, M. Shinoda	100%
~~"Quit Playing Games With My Heart"~~	~~H. Crichlow, M. Martin~~	~~50%~~
~~"Rock This Country"~~	~~R.J. Lange, S. Twain~~	~~50%~~
~~"Said I Loved You...But I Lied"~~	~~R.J. Lange, M. Bolton~~	~~75%~~
"Sally Cinnamon"	I. Brown, J. Squire	100%
~~"Shape Of My Heart"~~	~~M. Martin, Rami, L. Miskovsky~~	~~66.67%~~
"She Bangs The Drums"	I. Brown, J. Squire	100%
~~"Show Me The Meaning Of Being Lonely"~~	~~M. Martin, H. Crichlow~~	~~50%~~
~~"Sometimes"~~	~~J. Eloffson~~	~~25%~~
"Stand By"	Lambert	100%
"Stop The Cavalry"	J. Lewie	100%
"Stronger"	Rami, M. Martin	100%
"Suddenly"	B. Ocean, K. Diamond	100%
"Thank You For Being A Friend"	A. Gold	100%
~~"That Don't Impress Me Much"~~	~~R. J. Lange, S. Twain~~	~~50%~~
"That's The Way It Is"	A. Carlsson, K. Lundin, M. Martin	100%
"There'll Be Sad Songs (To Make You Cry)"	B. Eastmond, W. Brathwaite B. Ocean	100%
~~"There'll Never Be Another Tonight"~~	~~R. J. Lange, B. Adams~~ J. Vallance	~~33.34%~~
"These Dreams	B. Taupin, M. Page	100%

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EXHIBIT A (cont.)

Composition	Writer(s)	Percentage Controlled
~~"Thought I'd Died And Gone To Heaven"~~	~~R. J. Lange, B. Adams~~	~~50%~~
"Touch Me (I Want Your Body)"	J. Astrop, P. Harris, M. Shreeve	100%
"Transfer Affection"	Maudsley, Reynolds, Score, Score	100%
~~"Underwater Love"~~	~~N. Miranda, M. Brown, L. Bonfa~~	~~75%~~
"Until The Time Is Through"	M. Martin, A. Carlsson	100%
~~"The Voice Of My Heart"~~	~~R. J. Lange, D. Child, D. Warren~~ M. Bolton	~~30%~~
"Waterfall"	I. Brown, J. Squire	100%
~~"We Built This City"~~	~~M. Page, B. Taupin, D. Lambert,~~ P. Wolf	~~40%~~
"We're Not Gonna Take It"	D. Snider	100%
"We've Got It Going On"	M. Martin, D. Volle, H. Crichlow	100%
"What It Takes"	B. Croker	100%
"What The World Is Waiting For"	I. Brown, J. Squire	100%
~~"When"~~	~~R. J. Lange, S. Twain~~	~~50%~~
"When The Going Gets Tough, The Tough Get Going"	B. Ocean, R.J. Lange, B. Eastmond W. Brathwaite	100%
~~"Who's Bed Have Your Boots Bin Under"~~	~~R. J. Lange, S. Twain~~	~~50%~~
~~"Who's That Girl"~~	~~G. Teren, III, S. Bentley,~~	~~33.33%~~
"Who's That Girl" (She's Got It)	Maudsley, Reynolds, Score, Score	100%
"Whole Wide World"	E. Goulden	100%
"Will You Be There (In The Morning)"	R. J. Lange	100%

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EXHIBIT A (cont.)

Composition	Writer(s)	Percentage Controlled
"Wish You Were Here"	T. Agelii-Leskela	100%
"Wishing (If I Had A Photograph Of You)	Maudsley, Reynolds, Score, Score	100%
~~"With You"~~	~~N. Miranda, M. Salazaar~~	~~50%~~
~~"With You"~~	~~G. Bennington, R. Bourdon~~ G. Delson, J. Hahn, M. Shinoda	~~75%~~
~~"The Woman In Me (Needs The Man In You)"~~	~~R.J. Lange, S. Twain~~	~~50%~~
"You Are Not Alone"	R. Kelly	100%
"You Got It"	V. Renn	100%
"You'll Always Find Me In The Kitchen At Parties"	J. Lewis, K. Trussell	100%
"Your Body's Callin'"	R. Kelly	100%
~~"You're Still The One"~~	~~R. J. Lange, S. Twain~~	~~40%~~
~~"You've Got A Way"~~	~~R.J. Lange, S. Twain~~	~~40%~~

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EXHIBIT CO 0423

RING TONE LICENSE

Agreement made April 1, 2002 betwee.. BMG Music Publishing Canada, Inc., 190 Liber . reet, Suite 100, Toronto, Ontario M6K 3L5 (hereinafter referred to as "BMG") and One World Telecom Inc., 1253 Avenue McGill College, Suite 225, Montreal QC H3B 2Y5 (hereinafter "Licensee").

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of Canada ("the Territory") for a term commencing on June 1, 2002 and expiring on May 31, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers") for download onto mobile telephones (for a fee or otherwise) for personal use by the Customers ("Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer. BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) For each Composition converted to a Ring Tone, a one-time non-recoupable service fee of $25 CDN (the "Service Fee");

(b) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by the equivalent of $.10 U.S. Dollars per Download irrespective of the price (if any) actually charged.

(c) An advance of $5,000 CDN recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or service fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Service Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or service fee to BMG retroactively to the first accounting period during which such higher royalty or service fee is accounted to such other owner or administrator.

4. For each calendar month of the Term, Licensee shall render to BMG within sixty (60) days of the end of such calendar month a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Service Fees due. All accountings and resultant royalties shall be forwarded to BMG at the address indicated above, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in

an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the accounting periods audited, then Lic : shall pay to BMG all reasonable audit costs 'uding travel, hotel and per diems, together with the underpay...ent.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as set by the Bank of Canada) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of Ontario, whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing Canada, Inc.

By: _____

One World Telecom, Inc.

By: _____

EXHIBIT CO 0424

RING TONE LICENSE

Agreement made April 1, 2002 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc. (hereinafter referred to as "BMG") and One World Telecom Inc., 1253 Avenue McGill College, Suite 225, Montreal QC H3B 2Y5 (hereinafter "Licensee").

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of the United States ("the Territory") for a term commencing on April 1, 2002 and expiring on March 31, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers") for download onto mobile telephones (for a fee or otherwise) for personal use by the Customers residing in the Territory ("Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee . Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer. BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by $.10 USD per Download irrespective of the price (if any) actually charged.

(b) If at any time during the Term hereof Licensee pays any royalty in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty specified hereunder, or any service fee to any other owner or administrator of musical compositions in connection with the uploading or creation of Ring Tones within the Territory, on a per composition basis or otherwise, Licensee shall pay such higher royalty or service fee to BMG retroactively to the accounting period during which such higher royalty or service fee is accounted to such other owner or administrator.

4. For each calendar month of the Term, Licensee shall render to BMG within sixty (60) days of the end of such calendar month a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Service Fees due. All accountings and resultant royalties shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, Attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of New York State whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Careers-BMG Music Publishing, Inc.

By: _____

BMG Songs, Inc.

By: _____

Agreed and Accepted:

One World Telecom, Inc.

By: _____

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EXHIBIT CO 0425

RING TONE LICENSE

Agreement made March 1, 2002 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "BMG") and Zlango Inc., ~~2191 Fox Mill Road, Suite 400, Herndon, Virginia 20171~~ (hereinafter "Licensee"). 11600 SUNRISE VALLEY DRIVE, SUITE 250 RESTON, VIRGINIA 20191

For good and valuable consideration, BMG and the Licensee hereby agree as follows:

1. (a) BMG grants to Licensee the non-exclusive licence for the territory of the United States ("the Territory") for a term commencing on March 1, 2002 and expiring on February 28, 2003 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of BMG's interest therein) as follows:

(i) To create a MIDI or other digital computer file of the Composition(s) (the "File(s)");
(ii) To record a sequence from the File(s) of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds in duration ("the Recording(s)");
(iii) To transform the Recording(s) into mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies which in turn service customers or subscribers ("the Customers") for download onto mobile telephones (for a fee or otherwise) for personal use by the Customers ("Download"), for the express purpose of such Ring Tone(s) sounding as the ringing alert on such mobile telephones;
(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or its customers' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, BMG may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

2. Licensee shall send to BMG notice indicating by title and songwriter(s) the identity of each Composition converted to a Ring Tone by Licensee. Such notice shall be sent within ten (10) days of each Ring Tone becoming available for Download by a Customer. BMG reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to BMG the following:

(a) For each Composition converted to a Ring Tone, a one-time non-recoupable service fee of $25 (the "Service Fee");

(b) With respect to each individual Download, a sum equal to BMG's percentage of control of each applicable Composition (the "BMG Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the BMG Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged.

(c) If at any time during the Term hereof Licensee pays any royalty or service fee in connection with Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Service Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or service fee to BMG retroactively to the first accounting period during which such higher royalty or service fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to BMG a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created pursuant to paragraph 2 above. Each accounting shall report each Composition by title, the number of Downloads and the resultant Royalty due hereunder and be accompanied by payment to BMG of all Royalties and Service Fees due.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of ten percent (10%) or more of the total amount accounted to BMG during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and

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per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

8. (a) BMG represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Schedule A):

(i) BMG has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) BMG will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom BMG administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from BMG, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such

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claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitor to the claimant.

9 (a) *For the avoidance of doubt, no rights are granted in any recording in* the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

ACCEPTED & AGREED:

ZTango

By: _____

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EXHIBIT CO 0426

RING TONE LICENSE

Agreement made as of November 15, 2001 between Zomba Enterprises Inc. and Zomba Songs Inc., 138 West 25th Street, New York, NY 10001 (hereinafter referred to as "Zomba") and Wap Oneline USA, LLC, 1629 Washington Ave. 12, New Orleans, LA 70130 (hereinafter "Licensee") (collectively, the "Parties," and each, a "Party").

WHEREAS, Zomba owns and/or controls certain musical compositions listed on Exhibit A, annexed, together with other musical compositions which Zomba may, in its discretion, add to such Exhibit A during the Term hereof, and

WHEREAS, Licensee intends to provide Ring Tone Service (as defined in paragraph 1(a)(vi)) to its mobile phone customers, and/or to companies which in turn provide services to mobile phone customers (collectively, the "Customers") and wishes to license the Compositions (as defined in paragraph 2(a)) for such purpose; and

WHEREAS, Zomba desires to license the Compositions to Licensee for exploitation, throughout the United States (the "Territory"), for use in connection with a Ring Tone Service;

WHEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. License

(a) Zomba grants to Licensee the non-exclusive, nontransferable, limited license to use the Compositions as follows:

(i) To create a MIDI or digital file of the Compositions (the "File(s)").

(ii) To arrange and/or record a sequence from the File, of musical tones only without lyrics or instrumentation, not to exceed thirty (0:30) seconds (the "Recording(s)"); provided, however, that any arrangement of any of the Compositions by Licensee ("Licensee Arrangements") shall be done on a "work–made-for-hire" basis for Zomba under the United States Copyright Act and all similar laws (collectively, the "Act"), and all right, title and interest in and to such arrangements, including without limitation the copyright therein, shall belong exclusively to Zomba for the term of copyright and any renewals thereof, throughout the universe, in perpetuity, in all languages, formats and media, whether now known or hereafter created. If the Licensee Arrangements or any part thereof, is deemed not to be "work-made-for-hire" under the Act, Licensee assigns exclusively to Zomba all right, title and interest in and to the Licensee Arrangements, including, without limitation, throughout the universe, in perpetuity in all languages, formats and media, whether now known or hereafter created. Notwithstanding anything to the contrary contained herein, Licensee may not alter the fundamental character of the Compositions, or make any other use of the Compositions not expressly granted by Zomba herein.

(iii) To transform the Recordings into ring tone formats, monophonic sound only (the "Ring Tone(s)").

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(iv) To make a database of the Ring Tones available via Licensee's proprietary Web site (www.MyCoolMobile.com), and those Web sites it hosts and maintains for its licensees and business partners, to the Customers for download onto their mobile phones for personal use by that Customer, provided that Licensee uses secured technology in accordance with industry standards to safeguard the Compositions from unauthorized access or copying.

(v) To make server, incidental and buffer copies of the Ring Tones to facilitate the implementation of the rights granted in this License.

(vi) To allow end users to preview Licensee's service via use of segments of the Ring Tones not to exceed ten (0:10) seconds each, limited to streaming only on Web sites that provide Licensee's services. In no event shall the Compositions be used in any endorsements, commercials or co-/cross-promotions of any service, product or entity, including but not limited to Licensee's Ring Tone Service.

All of the foregoing activities shall be performed at Licensee's sole expense. The license granted under this agreement is referred to herein as the "License". As used herein, "Ring Tone Service" shall mean the provision of Ring Tones, via Licensee's proprietary Web site, to Customers for their personal use.

(b) The term of the License (the "Term") shall be for one (1) year, commencing on November 15, 2001 and expiring on November 14, 2002, unless terminated earlier in accordance with Article 5 below. It is understood, though, that Customers may continue to use in the manner specified herein, after the Term, the Ring Tones downloaded onto their cellular phones during the Term.

(c) Zomba expressly reserves all rights now known or hereafter to become known in the Compositions. All rights, title and interest in and to the Compositions (and as re-recorded by or on behalf of Licensee) in all media now known or hereafter developed, are owned and retained solely and exclusively by Zomba.

2. Operating Procedures

(a) Licensee shall present a list of requested compositions to Zomba which Licensee desires to license, which list shall be supplemented from time to time by Licensee. Zomba shall determine in its sole discretion to license such compositions to Licensee hereunder. Zomba shall notify Licensee in writing which compositions are approved and such approved compositions shall be deemed to be added to Exhibit A and shall become subject to all the terms and conditions of this License (individually and collectively, the "Compositions").

(b) Licensee will comply with all restrictions relating to territory, name and likeness, use restrictions and other restrictions to which Zomba is contractually bound. Zomba will inform Licensee of such restrictions when the Compositions are added to Exhibit A.

(c) Where practicable Licensee shall cause to be printed on all physical and digital materials used in connection with exploitation of the Compositions, the title of the Compositions, the names of the songwriter(s), notation that Licensee is the licensee of Zomba and an appropriate copyright notice. Any act or omission by Licensee not in compliance herewith shall be without the authority of Zomba. Notwithstanding the foregoing, any inadvertent failure to

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provide such credit shall not be a material breach of this License and Licensee agrees to prospectively cure any such credit omission.

(d) Upon request, Zomba shall endeavor to identify for Licensee the genre of each Composition subject hereto.

(e) In the event Zomba shall request Licensee to cease using any Composition, Licensee shall do so soon as practicable after receiving notice, but not later than three (3) business days after receiving such notice. Notwithstanding the foregoing, in the event that (i) Zomba no longer has rights to exploit certain Compositions, or (ii) upon written notice by Zomba to Licensee that, in Zomba's reasonable discretion, any use of the Compositions is likely to generate any legal claims, or (iii) there is a security breach in Licensee's encryption technology, Zomba may require Licensee to immediately cease distribution and accessibility of certain Compositions, and Licensee shall cooperate with such requests on an immediate basis.

(f) Upon request, except as prohibited by law or other third party confidentiality agreement, Licensee shall make available to Zomba whatever Customer data Licensee maintains relating exclusively to Customers who downloaded Ring Tones licensed hereunder. Such data shall be made available to Zomba in all formats maintained by Licensee, or other formats convertible therefrom (which conversion shall be at Zomba's expense) and to the extent permitted by Licensee's customers and/or partners. Such data shall be confidential and Zomba will not sell or provide to third parties such data without consent in each such instance.

3. Royalties

(a) In consideration of the rights granted herein, Licensee shall pay to Zomba a license fee of: (i) Ten Cents ($0.10) for each Ring Tone copied to the master server, plus (ii) the greater of Ten Cents ($0.10) for each completed download of a Ring Tone to a Customer (regardless of whether any charge is made to or collected from the Customer therefor) or Ten Percent (10%) of gross revenues generated by Licensee in connection with Licensee's Ring Tone Service. All sums shall be based on Zomba's pro-rata share of the copyright interest in and to the Compositions as set forth on Schedule A.

(b) With respect to any and all incidental and/or buffer copies made of the Ring Tones to facilitate the implementation of the rights granted in this License, Licensee shall pay to Zomba the sum of One Dollar ($1.00), receipt of which is hereby acknowledged.

(c) Licensee shall be responsible for securing, and paying for, whatever public performance licenses are required in connection with its Ring Tone Service throughout the Territory.

(d) Licensee and Zomba shall endeavor to achieve as transparent a royalty accounting system hereunder as technically is feasible. Without limitation of Zomba's rights under subparagraph 4(d) below, from time to time during the Term upon reasonable notice, but no more often than quarterly, Licensee shall permit Zomba access to the relevant portions of Licensee's computer systems so as to allow Zomba to directly verify the number and location of each download of a Ring Tone hereunder.

(e) Upon the execution of this License, Licensee shall pay to Zomba a non-returnable advance ("Advance") of One Thousand Five Hundred Dollars ($1,500.00) recoupable from the royalties payable under subparagraph 3(a) above.

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4. Royalty Accountings

(a) Within forty-five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30, and December 31, Licensee will render to Zomba a true and detailed accounting of all Ring Tones deriving from the Compositions downloaded hereunder during the period concerned, directed to:

Zomba Music Publishing
Attn: Nancy Bloom - Associate Director, Business Affairs
138 W. 25th Street
New York, New York 10001

Each accounting period shall report each Composition by title and country, the number of downloads and the resultant royalty hereunder. Each accounting shall be accompanied by payment to Zomba of all royalties due. Upon Zomba's request, Licensee shall furnish such statement in electronic or digital form.

(b) No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Zomba shall provide Licensee with a current W-9 form.

(c) All payments to Zomba shall be remitted in United States Dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange in effect on the date the statement concerned is rendered.

(d) Licensee shall maintain accurate and complete records and books of account covering the licensing of the Compositions under the License and containing all other information needed to compute and verify the amounts payable to Zomba hereunder. Zomba may audit those books and records within two (2) years after rendered and no more frequently than semi-annually. Zomba may make such an examination for a particular statement only once. Zomba may conduct such audit only during Licensee's usual business hours, and only at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice. Such audit shall be conducted at Zomba's sole expense; provided, however, that if, as a result of any audit, it is determined that Licensee has understated the royalties due to Zomba by ten percent (10%) or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Zomba for the cost of the audit.

(e) All payments becoming due to Zomba under this agreement will be made in full without any charge for bad debt, free goods, discounts, container charge, service charge or any other offset or deduction whatsoever.

(f) If Licensee is actually prevented by law or government order from making any payment to Zomba in United States Dollars, Licensee will promptly notify Zomba and will not commingle the moneys concerned with Licensee's other assets or with the property of any other person, but will hold these moneys separately and in trust for Zomba or deposit them as Zomba instructs in writing. Licensee will continue to be obligated for each such amount until Zomba (or the depository so designated by Zomba) has actually received it.

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5. Termination

(a) Zomba may terminate the License by giving Licensee notice if Licensee violates any of its obligations, representations and/or or warranties under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Zomba's satisfaction within thirty (30) days after Zomba gives Licensee notice of it.

(b) The License will terminate automatically, without notice, if any of the following circumstances occurs:

(i) If Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent and it is not dismissed within ten (10) days of such event.

(ii) If a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property and it is not dismissed within ten (10) days of such event.

(c) A termination of the License under this Article 5 will not limit or affect any of Zomba's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Compositions, nor of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and furnish to Zomba an affidavit of destruction within fifteen (15) days after the end of the Term.

6. Assignment

Neither Party may assign this License or transfer its rights, duties or obligations under this License to any other entity, without prior written consent of the other Party, except that Zomba may, upon written notice and without Licensee's prior consent, assign this License, or any of its rights hereunder, to an entity that controls, or is controlled by, or is under common control of Zomba, or in connection with any merger, acquisition, divestiture, consolidation or other corporate reorganization of Zomba. Licensee agrees that it will seek prior written consent from Zomba prior to any change of control, merger, acquisition, divestiture, consolidation or other corporate reorganization of Licensee. Any attempt to assign or otherwise delegate any rights, duties or obligations hereunder in contravention of this paragraph 6 will be void and Zomba may immediately terminate this License. This License will bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

7. Notices

All notices under this agreement will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other addresses as either party shall designate. Notices shall be deemed given when mailed, except that notice of change of address shall be effective only from the date of its receipt. Each notice shall be sent to:

To Licensee: At the address set forth on the first page hereof

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To Zomba: Zomba Music Publishing, 138 West 25th Street, New York, New York 10001, attention: Sr. Vice President, Business Affairs

or to such other address(es) as to which the noticing party shall have theretofore received written notice. All notices to the parties hereto shall be in writing and shall be sent by overnight delivery or facsimile with written confirmation if such notice requires a response or action within a set time period thereunder. The date of mailing shall be the date of the giving of notice.

8. Warranties, Representations, Indemnities

(a) Zomba represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Exhibit A):

(i) Zomba has full right, power and authority to enter into this License and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) Zomba will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Zomba administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this License upon the terms and conditions set forth herein.

(ii) The Recordings, Ring Tones and any other content, materials or technology provided, made available or used by Licensee shall not infringe upon any third-party rights.

(iii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iv) Licensee shall comply with all applicable federal, state and local laws, rules and regulations in the performance of its obligations hereunder.

(v) Licensee and its employees, agents or representatives will not, without Zomba's prior written consent in each such instance, refer to or disclose the existence or terms of this License or use Zomba's name, any of Zomba's affiliate or related entities, including without limitation any Zomba related record label, or the name, logo or identifier of any artist, songwriter or Composition associated with Zomba (or any affiliate of Zomba) in any press release, advertisement, announcement or public disclosure. For the avoidance of doubt, this subparagraph 8(b)(v) shall not preclude Licensee from disclosing the terms of this License to other music publisher participants in Licensee's Ring Tone Service or third-party companies with whom Licensee has entered into an agreement to provide its Ring Tone Service.

(vi) Licensee shall enter into all required music performance licenses with ASCAP, BMI and other similar performing rights agencies having jurisdiction relating to performances of the Compositions and pay all fees thereto.

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(vii) Upon written instruction from Zomba, Licensee shall not license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. In no event shall the total liability of Zomba in connection with the rights granted for the Compositions exceed the consideration received by Zomba in connection with the licensing of said Compositions. Licensee will give Zomba prompt notice of any claim and Zomba will have the right to assume the defense thereof at Zomba's expense.

9. Most Favored Nations

In the event Licensee enters into an agreement with a third party licensor for the use of compositions in Licensee's Ringtone Service similar to the use of the Compositions granted hereunder, and such agreement contains terms and/or conditions which are more favorable than the terms and/or conditions contained herein, then effective as of the date of such agreement, such more favorable terms and/or conditions shall be deemed incorporated herein retroactive to the date of such third party agreement. Notwithstanding the foregoing, any increase in the Royalty and/or Advance on account of the operation of this Section 9 shall be payable retroactively to the date of this License and such increase shall be fully recoupable from royalties payable to Zomba hereunder, provided however, recoupment shall only be required hereunder if Licensee and the third party licensor have agreed upon such a recoupment in their agreement.

10. Miscellaneous

(a) No designation, approval or consent provided for in this License will be deemed given unless it is given in writing and signed by and authorized officer or representative of the party concerned.

(b) Licensee will take such steps as Zomba shall reasonably request in accordance with industry practices and standards for the purpose of protecting or enforcing Zomba's rights in the Compositions. Licensee will notify Zomba promptly of any occurrence which might affect those rights.

(c) Zomba will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) The rights granted herein only pertain to Zomba's pro-rata share of the copyright interest in and to the Compositions as set forth on Schedule A. Licensee must obtain approval from the other publisher(s) of the Compositions, if any.

(e) Licensee will not attack the title of Zomba in the Compositions or any copyright or other rights in them; nor will Licensee attack the validity of the License.

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(f) This License contains the entire understanding of the parties and cannot be changed or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right or obligation of either party.

(g) This License has been entered into in the State of New York, and the validity, interpretation and legal effect of this License shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York state and federal courts will have exclusive jurisdiction of any controversies regarding this license agreement; and any action or other proceeding which involves such a controversy will be brought in the courts located within the State and County of New York and not elsewhere.

(h) The relationship of the parties is that of independent contractors, and nothing in this agreement will constitute either party an agent of the other.

(i) The parties acknowledge that the nature of this License is unprecedented, that there are a number of marketplace factors pertaining to the subject matter hereof that are uncertain, including but not limited to business considerations. The terms hereof, including but not limited to the payment for in connection with, or value of, any services or products, are not intended to, and shall not, prejudice in any manner or for any purpose any rights or obligations relating to any future periods, arrangements or agreements between the parties or involving the services or industries that are the subject matter hereof and therefore shall not be binding or prejudicial to any position for any period subsequent to the date of this License.

(j) This License will not become effective until executed and delivered by Zomba and Licensee.

Wap Oneline USA, LLC

By: _____

Zomba Enterprises Inc.

By: _____

Zomba Songs Inc.

By: _____

Exhibit A

Composition	Writer(s)	Percentage Controlled
"(If You're Not In It For Love) I'm Outta Here"	R.J. Lange, S. Twain	50%
"(You Drive Me) Crazy"	M. Martin, P. Magnusson D. Krueger, J. Eloffson	81.25%
"A Woman's Threat"	R. Kelly	100%
"All I Have To Give"	Full Force	100%
"All I Want To Do Is Make Love To You"	R.J. Lange	100%
"Any Man Of Mine"	R.J. Lange, S. Twain	50%
"Anywhere For You"	W. Perry, G. Baker	100%
"As Long As You Love Me"	Max Martin	100%
"...Baby One More Time"	M. Martin	100%
"Back To Your Heart"	K. Richardson, J. Blume, G. Baker	100%
"Born To Make You Happy"	A. Carlsson, K. Lundin, R.J. R.J. Lange	100%
"Breathless"	R.J. Lange, S. Corr, A. Corr, C. Corr, J. Corr	50%
"Bump N' Grind"	R. Kelly	100%
"Bye Bye Bye"	A. Carlsson, J. Schulze, K. Lundin	100%
"Caribbean Queen"	K. Diamond, B. Ocean	100%
"Come On Over"	R.J. Lange, S. Twain	50%
"Cotton Eye Joe"	J. Ericsson, P. Reiniz, Orban	100%
"Darlin'"	T. Allen, M. Morton	60%
"Dedicated"	R. Kelly	100%

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"Do You Believe In Love"	R.J. Lange	100%
"Don't Want You Back"	M. Martin	100%
"Don't Wanna Lose You Now"	M. Martin	100%
"Don't Be Stupid (You Know I Love You)"	R.J. Lange, S. Twain	50%
"Don't Let Me Be The Last To Know"	R.J. Lange, K. Scott	70%
"Down Low (Nobody Has To Know)"	R. Kelly	100%
"E-Mail My Heart"	E. F. White	100%
"Everybody (Backstreet's Back)"	M. Martin, D. Volle	100%
"Everything I Do I Do It For You"	R.J. Lange, B. Adams, M. Kamen	18.75%
"Final Heartbreak"	E.F. White	100%
"Fly (Featuring Super Cat)"	W. Maragh, A. Shacklock, S. Frazier R. Sheppard, M. McGrath, M. Karges J. Nichol	16.67%
"For The Girl Who Has Everything"	J. Skinner, V. Renn	100%
"Freaks Come Out At Night"	L. Smith, J. Hutchins	100%
"Fresh Prince Of Bel-Air"	W. Smith, J. Townes	100%
"Friends"	L. Smith, J. Hutchins	100%
"From The Bottom Of My Broken Heart"	J. Skinner	100%
"From This Moment On"	R.J. Lange, S. Twain	40%
"Get Down (You're The One For Me)"	B. Aris, T. Cottura, J. McGuffey	9.37%
"Get Outta My Dreams, Get Into My Dreams"	B. Ocean, R.J. Lange	100%
"Giddy Up"	V. Renn, J. Timberlake, C. Kirkpatrick, J. Fatone, L. Bass	52%
"Gotham City"	R. Kelly	100%

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"Groove Is In The Heart"	J. Davis (p/k/a "Q-Tip"), K. Kier D. Chung, D. Brill, H. Hancock	7.5%
"Have You Ever Really Loved A Woman?"	R.J. Lange, B. Adams, M. Kamen	33.33%
"Hey Mr. DJ (Keep Playin' This Song"	L. Campbell, T. Allen, J. Skinner	100%
"Home Ain't Where The Heart Is (Anymore)"	R. J. Lange, S. Twain	50%
"Honey I'm Home"	R.J. Lange, S. Twain	50%
"Honey Love"	R. Kelly	100%
"I Believe I Can Fly"	R. Kelly	100%
"I Can't Sleep Baby (If I)"	R. Kelly	100%
"I Finally Found Someone"	R.J. Lange, B. Adams, M. Hamlisch, B. Streisand	25%
"I Need You Tonight"	A. Fromm	100%
"I Ran"	Score, Score, Maudsley, Reynolds	100%
"I Wanna Rock"	D. Snider	100%
"I Want It That Way"	M. Martin, A. Carlsson	100%
"I Will Be There"	A. Carlsson, M. Martin	100%
"I Will Still Love You"	E.F. White	100%
"I Wish"	R. Kelly	100%
"If I Could Turn Back The Hands Of Time"	R. Kelly	100%
"I'll Never Break Your Heart"	E. Wilde, A. Manno	100%
"I'm Your Angel"	R. Kelly	100%
"It's Gonna Be Me"	A. Carlsson, M. Martin, Rami	100%
"It's Gotta Be You"	R.J. Lange, M. Martin	100%
"It's My Life"	M. Martin, R. Sambora J. Bon Jovi	33.34%

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"Larger Than Life"	M. Martin, K. Lundin, B. Littrell	100%
"Let Me Let Go"	S. Diamond, D. Morgan	50%
"Lucky"	M. Martin, Rami, A. Kronlund	75%
"Man! I Feel Like A Woman"	R.J. Lange, S. Twain	50%
"No One Else Comes Close"	W. Perry, G. Baker, J. Thomas	100%
"The One"	M. Martin, B. Littrell	100%
"One Step Closer"	C. Bennington, R. Bourdon B. Delson, J. Hahn, M. Shinoda	100%
"Oops!...I Did It Again"	M. Martin, Rami	100%
"Points Of Authority"	C. Bennington, R. Bourdon, C. Delson, J. Hahn, M. Shinoda	100%
"Quit Playing Games With My Heart"	H. Crichlow, M. Martin	100%
"Rock This Country"	R.J. Lange, S. Twain	50%
"Said I Loved You...But I Lied"	R.J. Lange, M. Bolton	75%
"Shape Of My Heart"	M. Martin, Rami, L. Miskovsky	66.67%
"Show Me The Meaning Of Being Lonely"	M. Martin, H. Crichlow	50%
"Stronger"	Rami, M. Martin	100%
"Suddenly"	B. Ocean, K. Diamond	100%
"Thank You For Being A Friend"	A. Gold	100%
"That Don't Impress Me Much"	R.J. Lange, S. Twain	50%
"That's The Way It Is"	A. Carlsson, K. Lundin, M. Martin	100%
"Touch Me (I Want Your Body)"	J. Astrop, P. Harris, M. Shreeve	100%
"We Built This City"	M. Page, B. Taupin, D. Lambert, P. Wolf	40%
"We're Not Gonna Take It"	D. Snider	100%

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"We've Got It Going On"	M. Martin, D. Volle, H. Crichlow	100%
"When The Going Gets Tough, The Tough Get Going"	B. Ocean, R.J. Lange, B. Eastmond	100%
"Who's That Girl"	G. Teren, III, S. Bentley,	33.33%
"With You"	C. Bennington, R. Bourdon D. Delson, J. Hahn, M. Shinoda	75%
"The Woman In Me (Needs The Man In You)"	R.J. Lange, S. Twain	50%
"You Are Not Alone"	R. Kelly	100%
"You Got It"	V. Renn	100%
"Your Body's Callin'"	R. Kelly	100%
"You're Still The One"	R. J. Lange, S. Twain	40%
"You've Got A Way"	R.J. Lange, S. Twain	40%

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EXHIBIT CO 0427

RING TONE LICENSE

Agreement made November 1, 2001 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "BMG"), and Wap Oneline USA, LLC, 1629 Washington Avenue 12, New Orleans, Louisiana 70130 (hereinafter "Licensee").

WHEREAS, BMG owns and/or controls certain musical compositions listed on Exhibit A, annexed hereto, together with other musical compositions which BMG may, in its sole discretion, add to such Exhibit A during the Term hereof (the "Compositions"), and

WHEREAS, Licensee intends to provide Ring Tone Service to its own mobile phone customers, and/or to companies which in turn service mobile phone customers (collectively the "Customers") and wishes to license the Compositions for such purpose; and

WHEREAS, BMG desires to license the Compositions to Licensee for exploitation, throughout the United States (the "Territory"), for use in connection with a Ring Tone Service;

WHEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **License**

(a) BMG grants to Licensee the non-exclusive license to use the Compositions as follows:

(i) To create a MIDI file of the Compositions (the "File(s)").

(ii) To record a sequence from the File, of musical tones only without lyrics or instrumentation, not to exceed thirty (30) seconds (the "Recording(s)").

(iii) To transform the Recordings into ring tone formats (the "Ring Tone(s)").

(iv) To make a database of the Ring Tones available to the Customers for download onto their mobile phones for personal use by that Customer.

(v) If so requested by the Customer, to download one or more of the Ring Tones onto the Customer's mobile phone for playback of a customized sound in lieu of a mechanical ring tone.

(vi) To promote and advertise segments of the Ring Tones (not to exceed five (5) seconds each) solely on Licensee's and/or its Customers' web site(s) (i.e., a web site(s) in which a Customer can preview a Ring Tone before deciding to download or purchase such Ring Tone). For avoidance of doubt, it is specifically agreed that Licensee shall not be entitled to use the Ring Tones or any portion of them to promote or advertise Licensee's business in any other manner or media except as specified in the previous sentence.

All of the foregoing activities shall be performed at Licensee's sole expense. The license granted under this agreement is referred to below as the "License." As used herein, "Ring Tone Service" shall mean the provision of Ring Tones, via a range of service channels, including without limitation the web, WAP or SMS, to individual mobile phone customers for their personal use.

(b) The term of the License (the "Term") shall be for one (1) year commencing on December 1, 2001 and expiring on November 30, 2002, unless terminated earlier in accordance with Article 5 below. It is understood, though, that Customers may continue to use in the manner specified herein, after the Term, the Ring Tones downloaded onto their mobile phones during the Term.

(c) BMG reserves all rights in and to the Compositions. All Files and Recordings and/or any other arrangements of the Compositions prepared hereunder in connection with the creation of Ring Tones shall be the sole property of BMG.

2. <u>Operating Procedures</u>

(a) BMG will inform Licensee from time to time of additional Compositions it wishes to make available to Licensee for license hereunder.

(b) Licensee will comply with all restrictions relating to territory, name and likeness, use restrictions and other restrictions to which BMG is contractually bound. BMG will inform Licensee of such restrictions when the Compositions are added to Exhibit A.

(c) Where practical, Licensee shall cause to be printed on all physical and digital materials (e.g. promotional or otherwise) used in connection with exploitation of the Compositions, the title of the Compositions, the names of the songwriter(s), notation that Licensee is the licensee of BMG and an appropriate copyright notice. Any act or omission by Licensee not in compliance herewith shall be without the authority of BMG.

(d) Upon BMG's request, Licensee shall be required to list on its Ring Tone Service database up to fifty (50) Compositions designated by BMG for availability to the Customers (the "Requested Ring Tones"). BMG may change the Compositions so designated from time to time, subject to the foregoing maximum number. BMG shall not request the creation of more than ten (10) Requested Ring Tones in each calendar month of the Term. Licensee shall

have thirty (30) days from receipt of BMG's request to make available Ring Tone Service for each Requested Ring Tone.

(e) Upon request, BMG shall endeavor to identify for Licensee the genre of each Composition subject hereto.

(f) In the event BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

(g) Upon request, Licensee shall make available to BMG whatever Customer data Licensee maintains relating to Customers who download Ring Tones licensed hereunder. Such data shall be made available to BMG in all formats maintained by Licensee, or other formats convertible therefrom (which conversion shall be at BMG's expense).

3. <u>Royalties</u>

(a) With respect to each download of a Ring Tone to a Customer (regardless of whether any charge is made to or collected from the Customer therefor), Licensee shall pay to BMG a royalty equal to the greater of: (i) $.10 (ten cents) U.S. Dollars; or (ii) 10% of the actual retail price paid by each applicable Customer (the "Royalty"). With respect to Compositions not controlled entirely by BMG, the royalty amount due will be a proportionate share of the Royalty computed as the percentage of BMG's interest in an applicable Composition (i.e., if BMG controls 50% of a Composition, the Royalty due will be the greater of (i) $.05 USD; or (ii) 50% of the actual retail price paid by each applicable Customer).

(b) Licensee shall be responsible for securing, and paying for, whatever public performance licenses are required in connection with its Ring Tone Service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any.

(c) If at any time during the Term hereof Licensee pays any royalty in connection with Ring Tone Service to any other owner or administrator of musical compositions higher than the royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to BMG retroactively to the accounting period during which such higher royalty is accounted to such other owner or administrator.

(d) Licensee and BMG shall endeavor to achieve as transparent a royalty accounting system hereunder as technically feasible. Without limitation of BMG's rights under subpar. 4(b) below, from time to time during the Term, but no less often than monthly, Licensee shall permit BMG access to Licensee's computer systems so as to allow BMG to directly verify the number and location of each download of a Ring Tone hereunder.

(e) Upon the execution of this License, Licensee shall pay to BMG a non-returnable advance of $ 3,000 recoupable from the royalties payable under subparagraphs 3(a) above.

4. Royalty Accountings

(a) Within forty-five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee will render to BMG a true and detailed accounting of all Ring Tones deriving from the Compositions downloaded hereunder during the period concerned, directed to:

BMG Music Publishing
Attn: Director of Royalties
8750 Wilshire Blvd.
Beverly Hills, CA 90211

Each accounting shall report each Composition by title, song code number (as same is indicated on Exhibit A), the number of downloads and the resultant royalty hereunder. Each accounting shall be accompanied by payment to BMG of all royalties due. Upon BMG's request, Licensee shall furnish such statement in electronic or digital form.

(b) (i) Licensee shall maintain accurate and complete records and books of account covering the licensing of the Compositions under the License and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and only at the place where it keeps the books and records to be examined, on at least thirty (30) days' prior notice.

(ii) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG (and its subpublishers) during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(iii) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

(c) All payments becoming due to BMG under this agreement will be made in full without any charge for bad debt, free goods, discounts, container charge, service charge or any other offset or deduction whatsoever.

5. Termination

(a) BMG may terminate the License by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) The License will terminate automatically, without notice, if any of the following circumstances occurs:

(i) If Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

(ii) If a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the License under this Article 5 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Compositions, nor of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and furnish to BMG an affidavit of destruction within fifteen (15) days after the end of the Term. Also within fifteen (15) days after the end of the Term, Licensee shall deliver to BMG without charge all of the Files (in MIDI format) and Recordings (in DAT format) made of the Compositions hereunder.

6. Assignment

Licensee may not assign the License or any of its rights thereunder, and any purported assignment in violation of the foregoing shall be void ab initio.

7. Notices

All notices under this agreement will be in writing and will be given by registered or certified mail, return receipt requested, or overnight courier at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that notice of change of address shall be effective only from the date of its receipt. Each notice shall be sent to:

To Licensee: At the address set forth on the first page hereof.

To BMG: At the address set forth on the first page hereof, with a copy to Vice President, Legal and Business Affairs (Music Publishing), BMG Entertainment, 1540 Broadway, New York, New York 10036.

or to such other address(es) as to which the noticing party shall have theretofore received written notice. The date of mailing shall be the date of the giving of notice.

8. **Warranties, Representations, Indemnities**

(a) BMG represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Exhibit A):

(i) BMG has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) All rights granted under this Agreement are unencumbered and in the beneficial ownership of BMG.

(iii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iv) BMG will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom BMG administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon written instruction from BMG, Licensee shall not license any Customer or other user that is engaged in piracy, illegal activities or other

unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned.

9. **Miscellaneous**

(a) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(b) No designation, approval, or consent provided for in this agreement will be deemed given unless it is given in writing and signed by an authorized officer or representative of the party concerned.

(c) Licensee will take such steps as BMG shall request for the purpose of protecting or enforcing BMG's rights in the Compositions. Licensee will notify BMG promptly of any occurrence which might affect those rights.

(d) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(e) Licensee will not attack the title of BMG in the Compositions or any copyright or other rights in them; nor will Licensee attack the validity of the License.

(f) This agreement contains the entire understanding of the parties and cannot be changed or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this agreement will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.

(g) This agreement shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein; and, subject to the restrictions on transfer contained in this agreement, shall bind and inure to the benefit of the parties' respective successors and assigns. Only the New York Courts shall have jurisdiction over this agreement and any controversies arising out of this agreement shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York, and they hereby grant sole and exclusive

jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The parties hereto expressly waive their right to trial by jury in connection with any claim, demand or action arising out of this agreement.

(h) The relationship of the parties is that of independent contractors, and nothing in this agreement will constitute either party an agent of the other.

(i) This agreement will not become effective until executed and delivered by BMG and Licensee.

Wap Oneline USA, LLC

By:_____

Careers-BMG Music Publishing, Inc.

By:

BMG Songs, Inc.

By:

EXHIBIT CO 0428

DIGITAL JUKEBOX PUBLISHER LICENSE

AGREEMENT, entered into this 1st day of October, 2001 by and between TouchTunes Music Corporation *("Licensee")* whose address is 3 Commerce Place, 4th Floor, Nun's Island, Montreal, Quebec, Canada H3E 1H7 and Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc. (hereinafter collectively referred to as *"Publisher"*) whose address is 138 West 25th Street, New York, NY 10001 (collectively, the "Parties," and each, a "Party").

WHEREAS, Publisher owns and controls or controls and may hereafter own and control or control certain musical compositions (or its respective fractional interests thereof) which are contained in the music publishing catalogs listed on Schedule A (attached hereto and made a part hereof) (hereinafter sometimes referred to collectively as *"Publisher's Catalog" and/or "Compositions"* as the same shall exist from time to time). In an effort to provide information contained in Publisher's Catalog (i.e., composition titles, writer(s) names, and Publisher's respective fractional interests thereof), Publisher electronically sent Licensee such information on March 21, 2002 and April 3, 2002 with respect to those Compositions that originate in the United States. In the event that additional Compositions are included in Publisher's Catalog and for those Compositions that Publisher is the subpublisher, Publisher will provide a supplemental list; and

WHEREAS, Licensee has developed proprietary software for Digital Jukeboxes *("DJs")* and is engaged in the business of furnishing music by means of DJs located in commercial and retail establishments;

WHEREAS, Licensee desires to obtain a license to make digital recordings of phonorecords embodying Compositions, which are now or may hereafter, during the *"Term"* (as that term is defined below) be included in Publisher's Catalog and which have been previously licensed for mechanical reproduction in the *"Territory"* (as that term is defined below) by Publisher or which may be so licensed during the Term by programming the recordings of the Compositions into its database and digitally copying said recordings to individual DJs for the sole purpose of publicly performing the Compositions from DJs; and

WHEREAS, Publisher is willing to grant to Licensee the non-exclusive right to make such digital phonograph deliveries and public performances solely for use in DJs pursuant to the terms hereinafter set forth;

NOW THEREFORE, Publisher agrees to license the Compositions to the Licensee upon the following terms and conditions:

1. ***Grant of Rights:***

(a) Publisher hereby grants to Licensee the non-exclusive, limited, revocable right and privilege, but not the obligation, to perform the Compositions through and by

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means of Coin-Operated DJs. Such right shall be limited to the right to reproduce and to transmit or otherwise deliver such copies in digitized form to Licensee's central database and to its DJs and to publicly perform the Compositions on DJs, within the Territory and during the Term. Included within such rights is the right to add to and delete such Compositions from Licensee's central database and DJ hard drives.

(b) Subject to the limitations described in this paragraph, Licensee shall have the right to program DJs to play up to the full use of each recording of the Compositions in connection with *"Free Promotional Performances"* (defined in the following sentence). The term, *"Free Promotional Performances"* shall mean, for purposes of this Agreement, the continuous programmed, sample or random play of recordings of the Compositions and other compositions or selections on a promotional or free basis (i.e., during periods of time when no commercial patron has activated a DJ), provided that Licensee only programs or allows to be programmed random selections of substantially all recordings of any particular musical genre appropriate to the venue available in the DJ (e.g., country and western or "R&B" or rock or pop or oldies, etc.) but not any specific or targeted group of recordings, and further provided that all publishers with whom Licensee has entered into a licensing agreement have agreed that Licensee may use their compositions in connection with the Free Promotional Performances as set forth herein.

(c) Nothing contained herein shall grant Licensee the right to use any particular recording of the Compositions. Licensee acknowledges that it shall secure the right to use any particular recording of the Compositions directly from the owner thereof.

2. *Term*: Subject to Paragraph 7 below, the Term of this Agreement shall be for a period of time commencing as of the date hereof and running for a period of two (2) years, expiring on September 30, 2003.

3. *Territory*: The rights licensed to this Agreement are limited to the United States of America, its territories and possessions and U.S. Military installations.

4. *Licensing Fee/Royalty*:

(a) In consideration of the granting of such rights Licensee shall pay Publisher a royalty (which shall be deemed inclusive of both the so-called mechanical and public performance royalties) of One Cent ($.01) for each DJ play of a Composition. For the avoidance of doubt, it is understood that the foregoing royalty is inclusive of the fee required to add a Composition to Licensee's central database or any DJ hard drive. All sums shall be based on Publisher's pro-rata share of the copyright interest in and to the Compositions.

(b) In consideration of the royalties paid and to be paid to Publisher as herein set forth, Licensee shall not be required to make any additional performance royalty payments to ASCAP, BMI, SESAC or the JLO for the performance of any Composition pursuant to the terms and conditions of this Agreement.

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(c) It is understood and agreed that the payments to be made hereunder shall include both the songwriter's and the publisher's share of all royalties due hereunder, and that Publisher shall be solely responsible for making payments to the respective songwriters.

5. ***Accounting/Audit:***

(a) ***Accounting:***

(i) Licensee shall pay royalties and account to Publisher quarterly within forty-five (45) days after the end of each calendar quarter (i.e., March 31st, June 30th, September 30th, December 31st) based on the number of performances so made whether or not there have been any such performances made within such three (3) month period. Concurrently with such payment, Licensee shall render a written and an electronic royalty statement setting forth in detail as to each Composition performed and the number of times each such Composition was performed during such quarter and the computation of all royalties derived hereunder. Such statement shall provide Publisher with the title of the Composition, the names of the songwriters, the artist and the record number of the phonorecord so copied by Licensee, as well as the number of times each Composition was played on DJs during the Quarter.

(ii) In addition to the accountings to be provided pursuant to Paragraph 5(a)(i) herein, Licensee shall, without charge, provide Publisher with access to Licensee's central database(s) which shall, to the extent possible, provide for the tracking, identifying and verifying the storage of recordings of Compositions therein and the transmissions/downloading of such recordings therefrom, as well as the number of performances of each Composition. In any event, Licensee shall maintain and provide Publisher with complete access to data and records which shall indicate for each Composition the number of digital transmissions/downloads and plays of sound recordings embodying performances of the Compositions made by Licensee.

(b) ***Audit:***

(i) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the digital transmission and number of plays of all sound recordings embodying performances of the Compositions and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable notice, and during normal office hours, to examine the books and records of Licensee, and to make copies and extracts thereof, limited to no more than once per year and once per royalty statement. Licensee shall cooperate with Publisher's representative(s) to assist them in understanding all such material. If as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten percent (10%) or more, Licensee shall pay to Publisher the amount by which royalties have been understated and

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shall reimburse Publisher for the cost of the audit, excluding travel, lodging and meal expenses.

(ii) Without liming Publisher's rights and remedies hereunder, at law or in equity, (A) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two percent (2%) compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payments(s) is remitted to Publisher, and (B) Licensee shall reimburse Publisher, within ten (10) business days from the receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of any material breach of this Agreement, including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Publisher's exploitation of its rights hereunder pursuant to the applicable provisions hereunder.

6. ***Most Favored Nations:*** In the event that, during the Term hereof, Licensee enters into an agreement with a third-party licensor for the use of compositions in Licensee's DJ business similar to the use of the Compositions granted hereunder, and such agreement contains a more favorable royalty or fee to such third-party licensor than the royalty or fee contained herein, then such more favorable royalty or fee shall be deemed incorporated herein retroactive to the date of this Agreement.

7. ***Breach/Cure:***

(a) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that in the event of a default or breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have twenty (20) business from receipt of such notice in which to cure such default or breach. If such breach or default is not curable or if not cured within said twenty (20) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within ten (10) days from the date of the notice, and Publisher, in the event of automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have all rights and remedies for copyright infringement, including but not limited to injunctive relief.

(b) The termination of this Agreement pursuant to subparagraph (a) immediately above, shall render any transmission and/or performance of a Composition during any time in which Licensee is in breach of this Agreement actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with all other legal and equitable remedies available to Publisher.

8. ***Warranties, Representations, Indemnities:***

(a) Publisher represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions):

(i) Publisher has full right, power and authority to enter into this Agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) Publisher will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Publisher administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this Agreement upon the terms and conditions set forth herein.

(ii) The DJs and any other content (except the Compositions licensed hereunder), materials or technology provided, made available or used by Licensee shall not infringe upon any third-party rights.

(iii) Licensee warrants and represents that it has incorporated security encryption measures into the database and the DJ design and operations, which measures are currently based upon the ISO Standard MPEG 1 Layer III with multimedia protection ("MMP") protocol, and Licensee covenants that such encryption measures will be upgraded as necessary to meet commercially reasonable standards as to prevent further downloading and/or retransmission of the recordings which are delivered or downloaded to them.

(iv) Licensee shall comply with all applicable federal, state and local laws, rules and regulations in the performance of its obligations hereunder.

(v) Licensee and its employees, agents or representatives will not, without Publisher's prior written consent in each such instance, refer to or disclose the existence or terms of this Agreement or use Publisher's name, any of Publisher's affiliate or related entities, including without limitation any Publisher related record label, or the name, logo or identifier of any artist, songwriter or Composition associated with Publisher (or any affiliate of Publisher) in any press release, advertisement, announcement or public disclosure. For the avoidance of doubt, this subparagraph 8(b)(v) shall not preclude Licensee from disclosing the terms of this License to other music publisher participants in Licensee's DJ business solely for the purpose of implementing paragraph 6.

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(c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. In no event shall the total liability of Publisher in connection with the rights granted for each of the Compositions exceed the consideration received by Publisher in connection with the licensing of the specific Composition. Licensee will give Publisher prompt notice of any claim as to which Publisher is the indemnifying party and Publisher will have the right to assume the defense thereof at Publisher's expense.

9. ***Reservation of Rights/Restrictions***: This Agreement does not authorize or permit any use of the Compositions not expressly set forth herein and does not include the following rights: (a) to alter the character of the music or the lyrics of the Compositions; (b) to parody the lyrics of the Composition; (c) to make arrangements, adaptations and/or translations of the music and/or lyrics of the Composition; (d) print lyrics from the Composition; (e) use a particular master recording or soundalike recording of the Composition not owned or separately licensed by you, such rights to be licensed separately by the applicable copyright owner thereof; (f) to use the Compositions in any co-/cross-promotions or advertisements of any products, services or entities of any third-party; (g) to reproduce the Compositions in timed-relation with a visual image or production; (h) to use the Compositions on the Internet or any on-line services, on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein; or (i) make any use of the Composition other than as set forth above. All rights not expressly granted to Licensee hereunder are reserved to Publisher, including but not limited to the copyright in the Compositions which are specifically reserved to Publisher.

10. ***Reports***: Accountings and royalty payments to Publisher shall be sent to:

Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc.
138 West 25th Street
New York, NY 10001
Attn: Nancy Bloom, Esq.

11. ***Notices***: All notices under this Agreement will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other addresses as either party shall designate. Notices shall be deemed given when mailed, except that notice of change of address shall be effective only from the date of its receipt. Each notice shall be sent to:

To Licensee: At the address set forth on the first page hereof, with a courtesy copy sent to Mark L. Levinson, Esq. at Strote and Levinson, 21700 Oxnard Street, Suite 340, Woodland Hills, CA 91367

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To Publisher: Zomba Music Publishing, 138 West 25th Street, New York, New York 10001, attention: Sr. Vice President, Business Affairs

or to such other address(es) as to which the noticing party shall have theretofore received written notice. All notices to the parties hereto shall be in writing and shall be sent by overnight delivery or facsimile with written confirmation if such notice requires a response or action within a set time period thereunder. The date of mailing shall be the date of the giving of notice.

12. ***Law and Forum***: This Agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York state and federal courts will have exclusive jurisdiction of any controversies regarding this license agreement; and any action or other proceeding which involves such a controversy will be brought in the courts located within the State and County of New York and not elsewhere.

13. ***Assignment***: Neither Party may assign this Agreement or transfer its rights, duties or obligations under this Agreement to any other entity, without prior written consent of the other Party, except that: (a) Publisher may, upon written notice and without Licensee's prior consent, assign this Agreement, or any of its rights hereunder, to an entity that controls, or is controlled by, or is under common control of Publisher, or in connection with any merger, acquisition, divestiture, consolidation or other corporate reorganization of Publisher, and (b) Licensee may assign this Agreement, or any of its rights hereunder, to an entity that controls, or is controlled by, or is under common control of Licensee, or in connection with any merger, acquisition, divestiture, consolidation or other corporate reorganization of Licensee provided that such entity is not affiliated with a record company or a music publishing company, and further provided that the assignee assumes all of Licensee's obligations, responsibilities and liabilities in writing and that Licensee remains primarily liable. Any attempt to assign or otherwise delegate any rights, duties or obligations hereunder in contravention of this paragraph 13 will be void and of no force or effect and Publisher may immediately terminate this Agreement. This Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

14. ***Miscellaneous***:

(a) In the event Publisher shall request Licensee to cease using any Composition, Licensee shall do so soon as practicable after receiving notice, but not later than seven (7) business days after receiving such notice. Notwithstanding the foregoing, in the event that (i) Publisher no longer has rights to exploit certain Compositions, or (ii) upon written notice by Publisher to Licensee that, in Publisher's reasonable discretion, any use of the Compositions is likely to generate any legal claims, or (iii) there is a security breach in Licensee's encryption technology, Publisher may require Licensee to immediately cease distribution and accessibility of certain Compositions (or all

Compositions if there is a breach in security as set forth in subparagraph (iii)), and Licensee shall cooperate with such requests on an immediate basis.

(b) The parties acknowledge that the nature of this Agreement is unprecedented, that there are a number of marketplace factors pertaining to the subject matter hereof that are uncertain, including but not limited to business considerations. The terms hereof, including but not limited to the payment for in connection with, or value of, any services or products, are not intended to, and shall not, prejudice in any manner or for any purpose any rights or obligations relating to any future periods, arrangements or agreements between the parties or involving the services or industries that are the subject matter hereof and therefore shall not be binding or prejudicial to any position for any period subsequent to the date of this Agreement.

(c) This Agreement contains the entire agreement between the Parties with respect to the subject matter, superseding any and all prior written and/or oral agreements, and may not be modified or amended except by a further written agreement signed by officers of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

AGREED AND ACCEPTED:

ZOMBA SONGS INC.
ZOMBA ENTERPRISES INC.
ZOMBA MELODIES INC.

By: Rachelle Greenblatt
Rachelle Greenblatt

Title: Senior Vice President

Tax ID#s: 13-3718276
13-2911648
13-3971014

TOUCHTUNES MUSIC CORPORATION

By: _____
~~Linda Komorsky, V.P. Business Affairs~~
~~Music Rights and Licensing~~
Matthew Carson
VP Finance + CFO

Schedule "A"

List of Publisher's Catalogs

Zomba Songs Inc.
Zomba Enterprises Inc.
Zomba Melodies Inc.

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EXHIBIT CO 0429

RING TONE LICENSE

Agreement made August 1, 2001 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "BMG"), and Tiaxa, 6915 Red Road, Suite 228, Corale Gables, FL 33143 (hereinafter "Licensee").

WHEREAS, BMG owns and/or controls certain musical compositions listed on Exhibit A, annexed hereto, together with other musical compositions which BMG may, in its sole discretion, add to such Exhibit A during the Term hereof (the "Compositions"); and

WHEREAS, Licensee intends to provide Ring Tone Service to its own cellular phone customers, and/or to companies which in turn service cellular phone customers (collectively the "Customers") and wishes to license the Compositions for such purpose; and

WHEREAS, BMG desires to license the Compositions to Licensee for exploitation, throughout South America, Central America, Japan and the United States (the "Territory"), for use in connection with a Ring Tone Service;

WHEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **License**

(a) BMG grants to Licensee the non-exclusive license to use the Compositions as follows:

(i) To create a MIDI file of the Compositions (the "Files").

(ii) To record a sequence from the File, of musical tones only without lyrics or instrumentation, not to exceed fifty (50) seconds (the "Recordings").

(iii) To transform the Recordings into ring tone formats, monophonic sound only (the "Ring Tones").

(iv) To make a database of the Ring Tones available to the Customers for download onto their cellular phones for personal use by that Customer.

(v) If so requested by the Customer, to download one or more of the Ring Tones onto the Customer's cellular phone for playback of a customized sound in lieu of a mechanical ring tone.

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(vi) To promote and advertise Licensee's service via use of segments of the Ring Tones not to exceed ten (10) seconds each.

All of the foregoing activities shall be performed at Licensee's sole expense. The license granted under this agreement is referred to below as the "License." As used herein, "Ring Tone Service" shall mean the provision of Ring Tones, via a range of service channels, including without limitation the web, WAP or SMS, to individual cellular phone customers for their personal use.

(c) The term of the License (the "Term") shall be for one (1) year commencing on August 1, 2001 and expiring on July 31, 2002, unless terminated earlier in accordance with Article 5 below. It is understood, though, that Customers may continue to use in the manner specified herein, after the Term, the Ring Tones downloaded onto their cellular phones during the Term.

(d) BMG reserves all rights in and to the Compositions. All Files and Recordings and/or any other arrangements of the Compositions prepared hereunder in connection with the creation of Ring Tones shall be the sole property of BMG.

2. <u>Operating Procedures</u>

(a) BMG will inform Licensee from time to time of additional Compositions it wishes to make available to Licensee for license hereunder.

(b) Licensee will comply with all restrictions relating to territory, name and likeness, use restrictions and other restrictions to which BMG is contractually bound. BMG will inform Licensee of such restrictions when the Compositions are added to Exhibit A.

(c) Licensee shall cause to be printed on all physical and digital materials (e.g. promotional or otherwise) used in connection with exploitation of the Compositions, the title of the Compositions, the names of the songwriter(s), notation that Licensee is the licensee of BMG and an appropriate copyright notice. Any act or omission by Licensee not in compliance herewith shall be without the authority of BMG.

(d) Upon BMG's request, Licensee shall be required to list on its Ring Tone Service database up to fifty (50) Compositions that BMG designates for availability to the Customers. BMG may change the Compositions so designated from time to time, subject to the foregoing maximum number.

(e) Upon request, BMG shall endeavor to identify for Licensee the genre of each Composition subject hereto.

(f) In the event BMG shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

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(g) Upon request (except as prohibited by law or Licensee's current confidentiality agreement with its Customers) Licensee shall make available to BMG whatever Customer data Licensee maintains relating to Customers who download Ring Tones licensed hereunder. Such data shall be made available to BMG in all formats maintained by Licensee, or other formats convertible therefrom (which conversion shall be at BMG's expense).

3. Royalties

(a) With respect to each Download of a Ring Tone containing a Recording not exceeding thirty (30) seconds in length to a Customer (regardless of whether any charge is made to or collected from the Customer therefor), Licensee shall pay to BMG a royalty of $.10 (the "Royalty"). With respect to each Download of a Ring Tone containing a Recording which exceeds thirty (30) seconds in length (but in no event longer than fifty (50) seconds), the Royalty shall be increased in proportion to the length of time such Ring Tone exceeds thirty (30) seconds (i.e., if a Ring Tone is forty (40) seconds in length, then the Royalty for each Download of such Ring Tone shall be increased by 33.33% to $13.33). With respect to Compositions not controlled entirely by BMG, the royalty amount due will be a proportionate share of the Royalty computed as the percentage of BMG's interest in an applicable Composition (i.e., if BMG controls 50% of a Composition, the Royalty due will be $.05). A Download shall be deemed to mean the successful transference of and receipt by a Customer of a Ring Tone.

(b) Licensee shall be responsible for securing, and paying for, whatever public performance licenses are required in connection with its Ring Tone Service throughout the Territory.

(c) If at any time during the Term hereof Licensee pays any royalty in connection with Ring Tone Service to any other owner or administrator of musical compositions higher than the royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to BMG retroactively to the accounting period during which such higher royalty is accounted to such other owner or administrator.

(d) Licensee and BMG shall endeavor to achieve as transparent a royalty accounting system hereunder as technically feasible. Without limitation of BMG's rights under subpar. 4(d) below, from time to time during the Term, but no less often than monthly, Licensee shall permit BMG access to Licensee's computer systems so as to allow BMG to directly verify the number and location of each download of a Ring Tone hereunder.

(e) Licensee warrants that it can track in which country each Customer is resident. With respect to Ring Tones downloaded outside of the United States, Licensee shall account and pay to BMG, in lieu of the foregoing royalty, the Local Royalty reported on a country by country basis. The "Local Royalty" shall mean the legal or per-composition industry standard fee for ring tone service in the

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country concerned, or if there is no such fee, the royalty provided hereunder. The Local Royalty shall be applicable for all Ring Tones containing a Recording not exceeding thirty (30) seconds in length. With respect to each Download of a Ring Tone containing a Recordings which exceeds thirty (30) seconds in length (but in no event longer than fifty (50) seconds) the applicable Local Royalty shall be increased in proportion to the length of time such Ring Tone exceeds thirty (30) seconds.

(f) Upon the execution of this License, Licensee shall pay to BMG a non-returnable advance of $2500.00 recoupable from the royalties payable under subparagraphs 3(a) and 3(e) above.

4. <u>Royalty Accountings</u>

(a) Within forty-five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee will render to BMG a true and detailed accounting of all Ring Tones deriving from the Compositions downloaded hereunder during the period concerned, directed to:

BMG Music Publishing
Attn: Director of Royalties
8750 Wilshire Blvd.
Beverly Hills, CA 90211

Each accounting shall report each Composition by title, the number of downloads and the resultant royalty hereunder. Each accounting shall be accompanied by payment to BMG of all royalties due. Upon BMG's request, Licensee shall furnish such statement in electronic or digital form.

(b) If Licensee is required by law to withhold any taxes or other moneys ("withholdings") from any payment due to BMG, Licensee will deliver to BMG an official receipt evidencing Licensee's payment of the tax or other amount withheld and such other documentation as BMG may require to obtain credit against BMG's taxes for the withholding concerned. If that documentation is not furnished or if that tax credit is not available to BMG, Licensee will bear the obligation concerned at its own expense without recourse to BMG and will remit the full amount of the payment concerned to BMG without deduction; if the withholding concerned has already been deducted from payments to BMG, Licensee will remit the amount of the withholding to BMG upon BMG's request.

(c) All payments to BMG shall be computed in local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange in effect on the date the statement concerned is rendered.

(d) (i) Licensee shall maintain accurate and complete records and books of account covering the licensing of the Compositions under the License

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and containing all other information needed to compute and verify the amounts payable to BMG hereunder. BMG may audit those books and records. BMG may make such an examination for a particular statement only once. BMG may conduct such audit only during Licensee's usual business hours, and only at the place where it keeps the books and records to be examined, on at least thirty (30) days' prior notice.

(ii) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of ten percent (10%) or more of the total amount accounted to BMG (and its subpublishers) during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, excluding travel, hotel and per diems, together with the underpayment.

(iii) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

(e) All payments becoming due to BMG under this agreement will be made in full without any charge for bad debt, free goods, discounts, container charge, service charge or any other offset or deduction whatsoever.

(f) If Licensee is actually prevented by law or government order from making any payment to BMG in United States Dollars, Licensee will promptly notify BMG and will not commingle the moneys concerned with Licensee's other assets or with the property of any other person, but will hold those moneys separately and in trust for BMG or deposit them as BMG instructs in writing. Licensee will continue to be obligated for each such amount until BMG (or the depository so designated by BMG) has actually received it.

5. **Termination**

(a) BMG may terminate the License by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

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(b) The License will terminate automatically, without notice, if any of the following circumstances occurs:

(i) If Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

(ii) If a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the License under this Article 5 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Compositions, nor of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and furnish to BMG an affidavit of destruction within fifteen (15) days after the end of the Term. Also within fifteen (15) days after the end of the Term, Licensee shall deliver to BMG without charge all of the Files (in MIDI format) and Recordings (in DAT format) made of the Compositions hereunder.

6. <u>Assignment</u>

Licensee may not assign the License or any of its rights thereunder, and any purported assignment in violation of the foregoing shall be void <u>ab initio</u>.

7. <u>Notices</u>

All notices under this agreement will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that notice of change of address shall be effective only from the date of its receipt. Each notice shall be sent to:

To Licensee: At the address set forth on the first page hereof.

To BMG: At the address set forth on the first page hereof, with a copy to Vice President, Legal and Business Affairs (Music Publishing), BMG Entertainment, 1540 Broadway, New York, New York 10036.

or to such other address(es) as to which the noticing party shall have theretofore received written notice. The date of mailing shall be the date of the giving of notice.

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8. **Warranties, Representations, Indemnities**

(a) BMG represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Exhibit A):

(i) BMG has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) All rights granted under this Agreement are unencumbered and in the beneficial ownership of BMG.

(iii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iv) BMG will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom BMG administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall track and maintain records of the countries in which downloads of Ring Tones occur.

(iii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iv) Upon written instruction from BMG, Licensee shall not license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned.

P.J.S.

9. **Miscellaneous**

(a) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(b) No designation, approval, or consent provided for in this agreement will be deemed given unless it is given in writing and signed by an authorized officer or representative of the party concerned.

(c) Licensee will take such steps as BMG shall request for the purpose of protecting or enforcing BMG's rights in the Compositions. Licensee will notify BMG promptly of any occurrence which might affect those rights.

(d) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(e) Licensee will not attack the title of BMG in the Compositions or any copyright or other rights in them; nor will Licensee attack the validity of the License.

(f) This agreement contains the entire understanding of the parties and cannot be changed or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this agreement will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.

(g). This agreement shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein; and, subject to the restrictions on transfer contained in this agreement, shall bind and inure to the benefit of the parties' respective successors and assigns. Only the New York Courts shall have jurisdiction over this agreement and any controversies arising out of this agreement shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York, and they hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s). The parties hereto expressly waive their right to trial by jury in connection with any claim, demand or action arising out of this agreement.

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(h) The relationship of the parties is that of independent contractors, and nothing in this agreement will constitute either party an agent of the other.

(i) This agreement will not become effective until executed and delivered by BMG and Licensee.

Tiaxa

By: _____
Luis J. Samra
CEO, TIAXA

Careers-BMG Music Publishing, Inc.

By: _____

BMG Songs, Inc.

By: _____

P.J.S.

EXHIBIT CO 0430

TOUCHTUNES MUSIC CORPORATION
8370 Wilshire Boulevard, Suite 209
Beverly Hills, California 90211

Dated as of January 2, 2001

Careers -BMG Music Publishing, Inc.
BMG Songs, Inc.
1540 Broadway
Attn: Stanley H. Schneider
Vice President, Legal and Business Affairs
Music Publishing

Re: TOUCHTUNES MUSIC CORPORATION -W-
CAREERS - BMG MUSIC PUBLISHING, INC. & BMG SONGS, INC.

Gentlemen:

Reference is hereby made to that certain agreement dated July 15, 1998 by and between you (hereinafter referred to as "Publisher") and our predecessor in interest TouchTunes Digital Jukebox (hereinafter referred to as "Licensee") as amended (hereinafter referred to as the "Agreement").

The following, when fully executed by Publisher and Licensee shall constitute this a further amendment to the Agreement.

A. Wherever in the Agreement or this amendment the term "Licensee" is used, same is to be construed as meaning the undersigned, TouchTunes Music Corporation.

B. Paragraph "1" of the Agreement (but not its subparagraphs) is hereby deleted in its entirety and the following shall be deemed substituted in its place and stead:

"1". <u>(a) Grant of Rights:</u>

(i). **Coin-Operated Digital Jukebox Rights:**

Publisher hereby grants to Licensee the non-exclusive right and privilege, but not the obligation, to perform the Compositions through and by means of Coin-Operated Digital Jukeboxes (hereinafter "DJ"). Said right shall include the right to reproduce the Compositions in digitized form, and the right to perform the Compositions via the DJ's and to add to and delete such Recordings from Licensee' database and DJ hard drives.

(ii). **Background and On-Demand Music Rights:**

In addition to the rights herein above granted, Publisher hereby further grants to Licensee the non-exclusive right and privilege, but not the obligation, to perform and license the

performance of the Compositions in retail and other establishments (such as, but not limited to, commercial public retail establishments, health clubs, business offices, etc.) on, through and by means or Licensee's "background" music systems, by which users are enabled to interact with a non-coin operated DJ, through means of Licensee's proprietary software, for purposes of interrupting the randomly selected "background" performances of Recordings (including those which may embody a Composition) and to select a particular Recording of the user's choice, for performance on such non-coin operated DJ."

C. Paragraphs "1(a)" and "1(c)" are hereby respectively renumbered as Paragraphs "1(b)" and "1(d)" of the Agreement.

D. Paragraph "1(b)" is hereby deleted in its entirety and the following deemed inserted in its place and stead:

"(c) <u>Royalties:</u>

(i) **Coin-Operated Digital Jukebox Rights:**

In consideration of the grant of such rights, commencing on and after January 1, 2001 Licensee shall pay to Publisher a royalty (which shall be deemed inclusive of both the so-called mechanical and public performance royalties) of One United States ($.01) Cent per play per Composition per DJ. For the avoidance of doubt, it is understood that no separate fee or royalty shall be required of Licensee to add a Composition to its central database or any DJ hard drive.

(ii) **Background and On-Demand Music Rights:**

In consideration of the grant of such rights as described in Paragraph "1(a)(ii)" above, Licensee shall pay to Publisher a royalty (which shall be deemed inclusive of both the so-called mechanical and public performance royalties) of an amount equal to Publisher's pro-rata share of an aggregate of ten (10%) percent of the music service fees received by Licensee for such service during the accounting period in question. Such pro-rata basis shall be based upon a fraction of such fees where the numerator is the number of Compositions played via such grant of rights during the accounting period in question and the denominator is the total number of such compositions (including the Compositions) played via all of the grants of such rights to Licensee in such period. For the avoidance of doubt, it is understood and agreed that no separate fee or royalty shall be required of Licensee to add a Composition to its central database or any DJ hard drive.

(iii) **No additional Royalties:**

In consideration of the royalties paid and to be paid to Publisher as herein set forth, Licensee shall not be required to make any additional performance royalty payments to ASCAP, BMI, SESAC or the JLO for the performance of the Compositions during the Term and pursuant to terms and conditions of this Agreement

(iv) **Aggregate Royalty Rate:**

It is understood and agreed that the payments to be made hereunder shall include both the songwriter's and publisher's share of all royalties due hereunder, and that Publisher shall be solely responsible for making payment to the respective songwriter(s)."

E. Notwithstanding the provisions of Paragraph "2" of the Agreement and Paragraph "4" of the Amendment, the Term is hereby extended without interruption, up to and including June 30, 2004.

F. Paragraph "3" of the Agreement is hereby amended by the addition of the following sentence at the end thereof: "Licensee shall be subject to and abide by any restrictions imposed upon Publisher by its contractual obligations with songwriters, publishers and other grantors and of which Licensee shall have received prior written notice."

G. The Agreement is hereby amended by the addition of a new Paragraph "8" reading as follows:

"8. Synchronization Rights: Licensee shall have no right to synchronize a Composition with advertisements of any kind without Publisher's prior written consent, which consent may be withheld by Publisher for any reason or for no reason. By way of clarification of the previous sentence, the selection of a Composition by a user shall not automatically "trigger" any audio-only or audio-visual advertising material, unless Publisher has previously agreed in writing to the specific content and presentation of the advertisement, the period(s) during which such advertisement may be played and/or displayed, and the area(s) in which such advertisement may be played and/or displayed. The grant of such consent in any one instance shall not constitute consent to any subsequent use. Publisher's failure to take action for a violation of this paragraph in a specific instance shall not be deemed a waiver of any future violation."

H. The Agreement is hereby amended by the addition of a new Paragraph "9" reading as follows:

"9". Notices: All reports and accountings hereunder may be sent by mail (and in addition to mail, in the case of electronic accountings, by e-mail or floppy disc). All notices hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or by overnight carrier to the address first above set forth or such other address as either party may provide to the other. In addition, courtesy copies of all correspondence to Licensee shall be sent to Strote & Levinson, Attorneys at Law, 21700 Oxnard Street, Suite 340, Woodland Hills California 91367, Attention Mark L. Levinson, Esq.. Courtesy copies of all correspondence to Publisher shall be sent to BMG Entertainment, 1540 Broadway, New York, NY 10036, Attn: VP, Legal & Business Affairs (Music Publishing). All notices shall be deemed given at the time of their respective receipt."

I. The Agreement is hereby amended by the addition of a new paragraph "10" reading as follows:

"10. Most Favored Nations: The parties hereto agree that should Licensee, during the Term hereof, enter into any agreement with another publisher upon substantially the same

terms and conditions as the Agreement, and such other agreement provides for a royalty more favorable than that granted hereunder, Licensee shall promptly send notice to Publisher and the Agreement shall be automatically amended to include such more favorable royalty, effective as of the date of such other agreement. Furthermore, should Licensee, during the Term enter into an agreement with another publisher that provides for an advance against royalties, this Agreement shall be automatically amended to provide for an advance to Publisher which shall be a good faith effort on the part of Licensee to equate Publisher's share of the music publishing industry to such other publisher's share of the market and the advance paid to such other publisher. For example, assume that Licensee makes a business decision that such other publisher's share represents thirty (30%) percent of the market and it was given a Twenty Thousand ($20,000) Dollar advance and Licensee's good faith estimate places Publisher's share at fifteen (15%) percent of the market, then under such circumstances, Publisher would receive an advance of Ten Thousand ($10,000) Dollars."

Except as herein modified or changed, the Agreement remains in full force and effect and is hereby ratified and affirmed.

Your signature where indicated, together with that of the undersigned, shall constitute this a valid, binding and enforceable agreement between us.

Very truly yours,

TOUCHTUNES MUSIC CORPORATION

By: Linda Komorsky

Linda Komorsky
Vice President, Business Affairs
Music Rights and Licensing

ACCEPTED AND AGREED TO:
BMG SONGS, INC. AND
CAREERS-~~BMG MUSIC~~ PUBLISHING, INC.

By_____

Stanley H. Schneider
Vice President, Legal and Business Affairs
Music Publishing

EXHIBIT CO 0431

Careers-BMG Music Publishing, Inc.
BMG Songs, Inc.
1540 Broadway
New York, New York 10036-4098

Date: As of January 1, 2000

TouchTunes Music Corporation.
1110 Lake Cook Road, Suite 100
Buffalo Grove, Illinois 60089

Gentlepersons:

Reference is hereby made to the Digital Jukebox Musical Composition License between us and your predecessor in interest, TouchTunes Digital Jukebox, Inc. dated July 15, 1998 (the "License"). The following when executed by us ("Publisher") and the undersigned ("Licensee") shall constitute this an amendment to the License.

1. Wherever in the License or this amendment, the term "Licensee" is used, same is to be construed as meaning the undersigned, TouchTunes Music Corporation.

2. Paragraph 1(b) of the License is hereby deleted and replaced by the following:

(b) Royalties: (i) In consideration of the granting of such rights the mechanical royalty applicable to each use of a Composition shall be the current statutory rate for digital transmission in effect at the time that such Composition is digitally transmitted to a particular DJ, but shall not become due and payable unless and until, and as and when, such Composition is first performed on Such DJ. If the statutory rate specified in the U.S. Copyright Act (or established pursuant to Copyright Act arbitration procedures) and/or (as applicable) the equivalent Canadian industry rate (if the scope of this license is expanded to include Canada) is hereinafter increased, then from and after the commencement of the calendar quarter following the effective date of such increase the royalty rate hereunder shall be so increased. For the purpose of clarification of the first sentence of this ¶1(b)(i), a separate royalty shall not be required in order to add a Composition to Licensee's central database but (subject to the timing provisions of such first sentence) shall be payable each time a Composition is downloaded by digital transmission from Licensee's central database to each of the DJs receiving such transmission.

(ii) In addition to the foregoing mechanical royalties, Licensee shall pay Publisher a performance royalty (inclusive of both the publisher's and the songwriter's share) of 1/3¢ per play per Composition per DJ, provided, that Licensee shall be entitled to such number of free plays on each specific DJ as may be required to recoup the mechanical fee paid with respect to that Composition on that DJ, calculated by dividing the applicable mechanical royalty by .0035. For example: At

this time the U.S. statutory rate is $.075 for the first five minutes. Licensee is entitled to 21 free plays on each DJ for which Licensee pays mechanical royalties ($.075 divided by $.0035= 21.)

3. In consideration of the public performance royalty prescribed in the new ¶1(b)(ii) added by this amendment, it is understood and agreed that Licensee shall not be required to make further performance royalty payments to ASCAP, BMI, SESAC or the JLO for performances of Compositions pursuant to the License during the term. By way of clarification of the preceding sentence, Licensee warrants and represents that performance royalty payment was remitted to the JLO for the 1999 calendar year license, and Licensee shall begin paying Publisher a performance royalty retroactive to January 1, 2000.

4. The initial period of the Term pursuant to ¶2 of the License shall be three years rather than two years (i.e., the initial period will now end on July 15, 2001.)

5. Without limiting Publisher's retention of all rights not granted hereunder or the generality of ¶6 of the License, no Composition shall be synchronized with any advertisement of any kind without Publisher's prior written consent, which may be withheld in Publisher's sole discretion. By way of the clarification of the preceding sentence, the selection of a Composition by anyone causing that Composition to play on a DJ shall not "trigger" any audio-only or audiovisual advertising material unless Publisher has agreed in advance, in writing and in Publisher's sole discretion, to the specific content and presentation of the advertisement, the period(s) during which such advertisement may be played and/or displayed, and the area(s) in which such advertisement may be played and/or displayed. The granting of consent in any specific instance shall not constitute consent to any subsequent use. Publisher's failure to take action in a specific instance shall not be deemed a waiver of any future violation of this ¶5.

6. Licensee shall incorporate security encryption measures into the DJ design and operations, which measures shall be currently based upon the ISO Standard MPEG 1 Layer III with multimedia protection ("MMP") protocol and will be upgraded periodically to meet any improved standards.

7. Licensee agrees that if it enters into any agreement with any third party publisher which provides for a royalty or other material term at a rate more favorable than that granted to Publisher hereunder, including, without limitation, the remittance of advances based upon such third party publisher's performance history or anticipated future royalties of the respective catalogue, then this agreement shall be automatically amended to provide prospectively for similar treatment.

8. All reports and accountings hereunder may be sent by mail (and in addition to mail in the case of electronic accountings, by e-mail or floppy disk). All notices hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or by overnight carrier to the following address: BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, California 90211, Attn.: President, BMG Songs, Inc. Simultaneous copies of all notices shall be sent to: BMG Entertainment, 1540 Broadway, 43rd Floor, New York, New York

10036, Attn.: VP, Legal and Business Affairs (Music Publishing). In addition, courtesy copies of all correspondence to Licensee shall be sent to: TouchTunes Music Corporation, attn.: Linda Komorsky, V.P. Business Affairs, Music Rights and Licensing, with simultaneous copies being sent to Mark L. Levinson, Esq.; 1900 Avenue of the Stars, Ste. 1700; Los Angeles, California 90067. All notices shall be deemed given at the time of their respective receipt.

Except as hereby specifically modified or altered, the License shall remain in full force and effect and is hereby ratified and affirmed.

Very truly yours,

CAREERS-BMG MUSIC PUBLISHING, INC.

By: _____
Stanley H. Schneider
Vice President, Legal and Business Affairs
Music Publishing

BMG SONGS, INC.

By: _____
Stanley H. Schneider
Vice President, Legal and Business Affairs
Music Publishing

AGREED AND ACCEPTED:

TOUCHTUNES MUSIC CORPORATION.

By: Linda Komorsky
Linda Komorsky
Vice President, Business Affairs,
Music Rights and Licensing

EXHIBIT CO 0432

DIGITAL JUKEBOX MUSICAL COMPOSITION LICENSE

AGREEMENT entered into this 15th day of July, 1998, by and between TouchTunes Digital Jukebox, Inc., a Canadian corporation, c/o Engel & Engel, 445 Park Avenue, New York, New York 10022 ("Licensee") and Careers-BMG Music Publishing, Inc. and BMG Songs, Inc., 1540 Broadway, New York, N.Y. 10036 ("Publisher").

WHEREAS, Publisher owns and/or controls certain musical compositions (hereinafter sometimes referred to collectively as "Publisher's Catalog") including but not limited to the right to license the right to make and distribute phonorecords embodying such compositions; and

WHEREAS, Licensee, through its affiliate, TouchTunes Digital Jukebox, Inc., has developed a state of the art Digital Jukebox ("DJ") and is engaged in the business of furnishing music by means of the DJ located in commercial and retail establishments; and

WHEREAS, Licensee desires to obtain a license to make copies of the musical compositions contained in Publisher's Catalog which have previously been licensed for mechanical reproduction by Publisher (the "Compositions") and download said copies to a central database and into the individual DJs; and

WHEREAS, Publisher is willing to grant to Licensee the non-exclusive right to copy the Compositions in audio form only and download said copies for use in the DJ's pursuant to the terms hereinafter set forth;

NOW, THEREFORE, the parties hereto agree to vary the terms

of the Compulsory License Provision of Section 115 of the United States Copyright Act, as amended (the "Copyright Act"), as follows:

1. Grant of Rights: Publisher hereby grants to Licensee with respect to all of the Compositions all of the rights which are granted to and all obligations which are imposed upon, users of copyrighted works (and more specifically the Compositions) under the Copyright Act in the United States and under the authority of the copyright owner, except that with respect to copies made hereunder:

(a) Accounting: Licensee shall pay royalties and account to Publisher quarterly within forty-five (45) days after the end of each calendar quarter on the basis of copies so made. Concurrently with such payment Licensee shall render a written royalty statement setting forth in detail the computation of all royalties derived hereunder. Such statement shall provide Publisher with the title of the Composition, the names of the songwriters, the artist and the record number of the phonorecord so copied by Licensee, as well as the number of copies downloaded, and shall be sent to the attention of the Director of Royalties (Music Publishing).

(b) Royalty: In consideration of the granting of such rights the royalty paid shall be the current statutory rate in effect at the time said copies are downloaded. A separate royalty shall be paid each time a Composition is downloaded into TouchTunes' central

database and each time a Composition is downloaded from TouchTunes' central database to each of the DJs. In clarification of the previous sentence, a royalty shall be paid each time a Composition is downloaded from the server or central database to each DJ so that, if a single Composition is downloaded during one week into 5,000 separate DJs, the aggregate amount payable shall be 5,000 multiplied by the current statutory rate. If the statutory rate specified in the Act is hereinafter increased, then from and after the quarter following the effective date of such increase the royalty rate hereunder shall be increased.

(c) Breach/Cure: In the event that Licensee fails to account to Publisher and pay royalties as herein provided, Licensee shall be deemed to be in material breach of this license and Publisher may give written notice to Licensee that, unless such default is remedied within thirty (30) days from the date of Licensee's receipt of said notice, this license shall be deemed automatically terminated. Such termination shall render the further copying for which royalties have not been paid actionable as acts of infringement under, and fully subject to, the remedies provided by the Copyright Act. A waiver of any such breach shall not constitute a waiver of any succeeding breach whether similar or dissimilar.

2. Term: The Term of this Agreement shall be for a period of two (2) years and shall be automatically extended for

successive periods of six (6) months unless terminated by either party giving to the other written notice of intention to terminate at least thirty (30) days prior to the termination of any period of the Term whereupon this Agreement shall terminate at the end of such period.

3. Representations and Warranties: Publisher represents and warrants that it has all necessary rights to grant Licensee the rights as set forth in this license. Publisher's liability hereunder shall be limited to the aggregate amounts received by Publisher hereunder.

4. Compulsory License Notice Waiver: Licensee need not serve or file the Notice of Intention to Obtain a Compulsory License required by the Copyright Act.

5. Audit Provisions: Publisher, or its designee, shall have the right to audit the books and records of Licensee relating to the Compositions to verify compliance with the terms of this license and the accuracy of the statements rendered hereunder upon the giving of thirty (30) days notice and during regular business hours at the office of Licensee. Publisher shall not have the right to audit such books and records more than once each year. All data and information derived from such examination shall be kept completely confidential and shall only be shared with Publisher's appropriate business and legal representatives and employees.

6. Limitations: This license does not authorize (i) reproduction of the Compositions upon devices embodying sound synchronized with visual images or for any purpose other than in connection with the DJ (ii) the print use of the Composition

(except that TouchTunes may use the title and credits to promote the use of the Compositions in the DJs) or (iii) the use of the Compositions for advertising purposes.

7. Territory: The rights granted by this Agreement are limited to the United States of America, its territories and possessions.

8. Termination: Upon termination of the Term of this Agreement, Licensee shall cease making copies of the Compositions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TouchTunes Digital Jukebox, Inc.
("Licensee")

By: _____
Its: PRESIDENT

Careers-BMG Music Publishing
("Publisher")

By: _____
Its: Secretary
Federal I.D. No. 13-2852310

BMG Songs, Inc. ("Publisher")

By: _____
Its: Secretary
Federal I.D. No. 95-3104625

STANLEY H. SCHNEIDER
VICE PRESIDENT LEGAL AND
BUSINESS AFFAIRS,
MUSIC PUBLISHING

EXHIBIT CO 0433

EXHIBITS CO 0433 – 0500

INTENTIONALLY OMITTED