

**(UPDATED) AUDIO/VISUAL PROMOTIONAL MUSIC VIDEO LICENSE
FOR CMC NETWORKS**

This Agreement is made as of the _____ day of _____, 20____ by and between _____ (hereinafter referred to as "Company") and CMC Broadcasting Company, Incorporated a California corporation (hereinafter referred to as "CMC").

1. Definitions: (a) "Music Video" shall mean the content provided at any time by Company, consisting of (i) the audio recording of musical performances by various recording artists (hereinafter referred to as "Artist(s)") of certain compositions (hereinafter referred to as "Composition(s)"), and (ii) the synchronized video recording of visual images of the performances of such Artist(s) and/or of other material.

(b) "Broadcast Radio and Television" shall mean the medium in which exhibitions of audio and audio-visual works are delivered or transmitted by any technological means, now or hereafter known, to viewers who are not obligated to pay for the privilege of receiving such exhibitions, as well as other exhibitions, it being understood that the exhibition to the viewers shall not entitle them to receive possession of the physical materials embodying such audiovisual works; such technological means shall include but not be limited to the use of electric, electronic, magnetic, optical or laser signals that pass through the air, cables, wires, fibers, conductors, microwave relays, or closed circuits, whether identified as broadcast, digital, cable radio or television systems, master antenna television systems, multipoint distribution service systems, closed circuit systems or otherwise.

(c) "Cable and Radio and Television" shall mean the medium in which exhibitions of audio and audio-visual works are delivered or transmitted by any technological means, now or hereafter known, to subscribers who are not all assembled in the presence of each other in a single location and who are obligated to pay for the privilege of receiving such exhibitions, as well as other exhibitions, it being understood that the exhibition to the subscribers shall not entitle them to receive possession of the physical materials embodying such audiovisual works; such technological means shall include but not be limited to the use of electric, electronic, magnetic, optical or laser signals that pass through the air, cables, wires, fibers, conductors, microwave relays, or closed circuits, whether identified as cable radio and television systems, master antenna television systems, multipoint distribution service systems, closed circuit systems or otherwise.

(d) "Wireless Networks" shall mean the medium in which exhibitions of audio and audio-visual works are delivered or transmitted by any technological means, now or hereafter known, to subscribers who are not all assembled in the presence of each other in a single location and who are obligated to pay for the privilege of receiving such exhibitions, as well as other exhibitions, it being understood that the exhibition to the subscribers shall not entitle them to receive possession of the physical materials embodying such audiovisual works, through the use of wireless devices such as cellular telephones, personal digital assistants, pocket PCs, and any other devices capable of receiving wireless transmissions over third-party cellular networks.

(e) "On-Line Networks" shall mean the medium in which exhibitions of audio and audio-visual works are delivered or transmitted by any technological means, now or hereafter known, to users who are not all assembled in the presence of each other in a single location, it being understood that the exhibition to the user shall not entitle them to receive possession of the physical materials embodying such audiovisual works, through the use of computer devices such as desktop or portable computers, televisions, radios, or cellular telephones, personal digital assistants, pocket PCs, and any other devices capable of receiving transmissions over third-party internet networks.

2. Delivery: Company will at its expense deliver Music Videos to CMC in a state of the art technological format compatible with broadcast television industry standards whether by tape, digital disc, cable, fiber, electronic file transfer, or satellite. CMC will provision the Music Video for use on Broadcast Radio and Television, Cable Radio and Television, Wireless Networks, and On-Line Networks.

3. Term of the Agreement: The Term of this Agreement shall commence as of the date set forth above and shall continue for a period of two (2) years there from. It is understood that the number of Music Videos provided may vary during the term of this Agreement, subject to the sole discretion of Company and to the notice provisions and rights of cancellation set forth herein. This Agreement will automatically renew for additional one-year terms unless either party provides to the other in writing a cancellation notice 60 days in advance of the renewal date.

4. Grant of Rights: Company grants to CMC the non-exclusive worldwide right, privilege and license during the Term of this Agreement:

(a) To exhibit at CMC's sole discretion the Music Video over Broadcast Radio and Television, Cable Radio and Television, Wireless Networks, and On-Line Networks during the Term as part of CMC's family of program services under the "CMC" brand.

(b) To use the voice, image, likeness and performance of the Artists as embodied in the Music Video and the names and approved likenesses of, and biographical material concerning, the Artists for the sole purpose of advertising and promoting the Music Video, CMC, and its affiliates, and not for the purpose of endorsing any other product or service.

(c) To duplicate the Music Video for the uses and purposes set forth above. CMC cannot license others to duplicate the Music Video except for the uses and purposes set forth above without Company's prior consent.

(d) To advertise, promote, and publicize the music videos, in connection with CMC's exercise of its rights hereunder; CMC will use its best efforts in such promotion to clearly identify Company and its artists. Company will use its best efforts to deliver to CMC such promotional information or materials that may aid CMC in said promotion.

(e) Provided however that in the event Company no longer has the right, with respect to a particular artist or Music Video, to convey the rights granted in this Paragraph 4, it shall immediately so notify CMC in writing and CMC will pull that artist from future rotation or other programming.

5. Limitation of Rights: (a) Any use of the Music Video not expressly provided for herein is strictly prohibited without the prior written consent of Company.

(b) CMC shall not change, modify, edit or in any manner alter any Music Video without Company's prior consent, which consent may be withheld in Company's sole discretion, except as follows: (i) for the purpose of using shortened portions of the Music Video to advertise and promote the Music Video as the programming available on CMC; (ii) reduced frame rates, resolution and sound quality as necessary for the Music Video to be presented over Wireless and On-Line Networks; and (iv) to edit the Music Video if required by CMC, Broadcast Radio and Television, Cable Radio and Television or On-Line, or Wireless Networks operators to delete portions that do not conform to their content standards.

6. Promotional Consideration: It is agreed that there is significant real and valuable promotional worth to Company for the exposure provided by CMC of the Music Video and that the rights granted herein are provided in exchange for the good and valuable promotional consideration.

7. Other Obligations: Company shall be solely responsible, in connection with CMC's use of the Music Video as permitted hereunder, for (i) obtaining any required consents or licenses of record companies, artist(s), actors, performers or copyright proprietors of the Music Video and the compositions, scripts or performances contained in the Music Video; and (ii) payment of all fees, royalties, or other payments which may be required to be paid to any labor union, including without limitation, re-use payments and any other payments to the American Federation of Musicians and/or the American Federation of Television and Radio Artists, as a result of the use of Music Video by CMC.

8. Trademarks, Trade Names, and Copyrights: (a) It shall be a condition to the grant of rights herein that: (i) CMC shall not delete any copyright notice or other notice which Company includes in any Music Video.

(b) CMC is hereby granted a nonexclusive license to use the trademarks, trade names, logos and copyrights of the Company reproduced in the Music Video solely for the purpose of describing and promoting the Music Video in the promotional material of CMC and its distributors.

9. Warranties and Representations: (a) Each party warrants and represents that it has the right to enter into and fully perform its obligations under this Agreement, and that the exercise by CMC of the rights granted hereby does not violate and will not result in the breach of any agreement with any third party.

(b) Each party agrees to and does hereby indemnify and hold harmless the other party from and against any and all loss and damage (including reasonable attorneys' fees) arising out of or connected with any claim by any one or more third party arising out of any breach by the indemnifying party of any of its warranties, representations and agreements herein.

(c) Company warrants that its content meets industry, federal and state broadcast content specifications and regulatory requirements.

10. Ownership: All Music Video made available to CMC hereunder and all copyrights and rights in and to such Music Video shall remain the sole and exclusive property of Company, subject to the rights granted to CMC herein. All duplicated material (until erased or destroyed) shall be and remain the sole property of Company, subject only to CMC's right to use such material as permitted hereunder.

11. Termination or Expiration of Agreement. (a) In the event of termination or expiration of the term of this Agreement, all rights granted hereunder shall immediately revert to Company.

(b) Upon the termination or expiration of the term of this Agreement, CMC shall immediately cease all exhibition or broadcast of the Music Video.

12. Notices: (a) All notices required to be given to the parties hereto and all other required mailings shall be sent to the following addresses and to the following named individuals, or to such other addresses and individuals as the parties may hereafter designate by written notice to the other:

For Company:

For CMC:

CMC Broadcasting Company, Incorporated
10227 International Boulevard
Oakland, CA 94603
510-632-9262

(b) All notices shall be sent by certified mail, return receipt requested.

13. Miscellaneous: Either party may assign this agreement upon written notice, as provided in Section 12 above, to the other party; (b) this agreement shall be construed pursuant to the laws of the State of California governing contracts fully made and to be performed entirely within said State; (c) this is the entire agreement between the parties and cannot be modified, except by a written instrument signed by both parties; (d) the headings contained in this Agreement have no substantive effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year set forth above.

CMC:

CMC BROADCASTING COMPANY, INCORPORATED

By

Title

Company:

By

Title

Telephone/E-Mail