



## MN OPEN AGREEMENT

This agreement (the "Agreement") is made by and between MusicNet, Inc. d/b/a MediaNet Digital, Inc. ("MediaNet") and the party identified as "Company" in the signature block. This Agreement sets forth the terms applicable to the MN Open Service (as defined in the TOS). By executing this Agreement, MediaNet agrees to provide and Company agrees to use the MN Open Service, including, without limitation, the MN Open API and the MN Open Web Components, as applicable, solely in accordance with the terms set forth herein and in the MN Open Terms of Service (as of the date hereof, located at <http://www.mndigital.com/legal/mnopen-terms-of-service.html>) which is incorporated herein by reference ("TOS"). Capitalized terms not defined herein shall have the meanings set forth in the TOS.

Product (s)		
MN Open API	Services	MediaNet will provide access to the MN Open API for content discovery, metadata, purchasing, user management, fulfillment and other related functionality.
	Set-Up	MediaNet will provide an API key, secret password, documentation and access to the MN Open API.
	Payment Processing	Credit card processing services may be provided by MediaNet or Company, in Company's sole discretion.
MN Open Web Components	Services	MediaNet will provide access to a library of Web Components for content discovery and matching, sample streams, metadata including artist bios and album reviews, purchasing and fulfillment, and other related functionality.
	Set-Up	MediaNet will provide the JavaScript code snippets and documentation required to implement our web components.
	Payment Processing	Credit card processing services will be provided by MediaNet.

Services		
Catalog		MediaNet will provide Company with a catalog of MP3s, which will be made available at 320 or 256 kbps, through the MN Open Service.
Licensing and Label Relations		MediaNet will handle all licensing and label relations, unless Company requires a direct deal with a Content Owner (in such event custom catalog management fees may apply).
Reporting		Company will be provided access to a MediaNet reporting portal where they can view and download daily utilization and purchase statistics.
Customer Support		MediaNet will provide End User customer support, at Company's option, for all billing related inquiries when MediaNet handles credit card processing. Company handles all other End User customer support.
Company Support		MediaNet will provide Company with support on any issues relating to MediaNet software and services that are running within the Company service.

Territory		
Territory		United States and its territories and possessions.

<b>Fees and Payments</b>		
Initial Set-Up		<b>WAIVED</b>
Option 1 (MediaNet handles credit card processing)	MP3 Track Revenue Share	Company will receive 10% of the Retail Price collected by MediaNet, excluding any applicable taxes, on all MP3 track sales.
	MP3 Album Revenue Share	Company will receive 10% of the Retail Price collected by MediaNet, excluding any applicable taxes, on all MP3 album sales.
Option 2 (Company handles credit card processing and must maintain a pre-funded account balance.)	MP3 Track Wholesale Costs	MediaNet will deduct from Company's pre-funded account the Wholesale cost which is equal to the sum of (i) label content costs (currently, most tracks are \$0.70), plus (ii) the MediaNet fee of \$0.10 per track.
	MP3 Album Wholesale Costs	MediaNet will deduct from Company's pre-funded account the Wholesale cost which is equal to the sum of (i) label content costs (currently, most albums are \$7.00), plus (ii) the MediaNet fee of \$1.20.
30 Second Sample Fee		<b>WAIVED</b>

IN WITNESS WHEREOF, MediaNet and Company have executed this Agreement as of the dates set forth below.

**MUSICNET, INC.  
D/B/A MEDIANET DIGITAL, INC.**

**COMPANY:** \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date