#### CONTENT LICENSING AGREEMENT

between

Data Call Technologies, Inc. 600 Kenrick, Suite B-12 Houston, Texas 77060

hereinafter referred to as "Licensor"

and

PLAN\_B MEDIA AG
Schaafenstr. 25
50676 Cologne
Germany
hereinafter referred to as "plan\_b"

## 1 PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this content distribution Agreement (hereinafter "Agreement") is to set forth the terms and conditions under which plan\_b may use the Content ("Content" as set forth in APPENDIX 2) owned or licensed by LICENSOR for a commercial distribution to plan\_b's End Users in the territory ("Territory" as set forth in APPENDIX 2).
- 1.2 End User means any third Party receiving Content on a mobile device for a payment in accordance with the terms and conditions of this Agreement for their own private and non-commercial use.

## 2 OBLIGATIONS OF LICENSOR

- 2.1 LICENSOR shall make a first delivery of Content to plan\_b within 14 days after the signing of this Agreement unless separately agreed between the Parties.
- 2.2 LICENSOR shall deliver Content according to the specifications (for example formats, file sizes) set by plan\_b or to be agreed between the Parties in writing.
- 2.3 LICENSOR grants plan\_b for the term of this Agreement the right to produce, market and distribute Content to End Users (in the territory specified in appendix 2) through its own and its partner's platform.

## 3 OBLIGATIONS OF PLAN B

- 3.1 plan\_b will distribute Content to End Users in the Territory through its distribution channels.
- 3.2 plan\_b shall use reasonable commercial efforts to market and stimulate interest in the Content with its customers.
- 3.3 plan\_b shall provide LICENSOR with a detailed written record, which includes the number of End User downloads and each distribution channel. Such report shall be provided to LICENSOR in electronic format within 6 weeks of the end of a quarter.
- 3.4 LICENSOR shall have the right to use a certified public accountant to inspect and audit all the related records and books of plan\_b to ensure plan\_b's compliance with the terms of this Agreement. In the event that any such audit reveals that plan\_b has underpaid fees to the value of ten (10) percent or more of the total amount of payments for the period covered by the audit, plan\_b shall bear the cost of the audit and shall in any event immediately pay to LICENSOR

the full value of the underpaid or under-reported fees. Such audits shall normally be conducted during normal business hours at plan\_b's premises.

## 4 REVENUES

- 4.1 plan\_b shall pay LICENSOR a share of its revenues as set forth in APPENDIX 2 ("REVENUES").
- 4.2 All shares are net, plus the respective applying value added tax (if applicable).

## 5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 LICENSOR is the owner of all intellectual property rights, including without limitation, any and all patents, utility models, trade marks, rights in designs, trade, business or domain names, know-how, rights in databases and copyrights, rights in inventions, ideas, concepts, trade secrets and confidential information which have to be given to fulfill this contract.
- 5.2 In the alternative, if LICENSOR is not the sole and exclusive owner of all of the foregoing intellectual property rights to the Content, LICENSOR has been granted by the owner or rightful sub-licensee of the intellectual property of the Content the right to grant the rights provided by LICENSOR to plan b under this Agreement.
- 5.3 LICENSOR grants to plan\_b a license to produce, use, distribute, promote and publicly display the Content in any possible way for distribution and marketing purposes. Additionally, Licensee shall have the right to use the trademarks, trade names, or logos relating to Content (the "TRADEMARKS").
- 5.4 LICENSOR warrants that Content does not infringe an intellectual property right enforceable in the agreed country of delivery or use. LICENSOR indemnifies and holds harmless plan\_b against all claims that Content infringes any of the above mentioned rights of a third Party. LICENSOR shall pay all damages awarded in a trial to a third Party.

## 6 CONFIDENTIALITY

- 6.1 Each Party shall keep in confidence all material and information, including without limitation Content, received from the other Party and marked as confidential or which should be understood to be confidential, and may not use such material or information for any other purposes than those set forth in this Agreement. The confidentiality obligation shall, however, not be applied to material and information, which as shown by the receiving Party,
  - 6.1.1 is generally available or otherwise public; or
  - 6.1.2 the receiving Party has received from a third party without any obligation of confidentiality; or
  - 6.1.3 was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; or
  - 6.1.4 the receiving party has independently developed without using material or information received from the other Party.
- 6.2 Each Party shall promptly upon termination of this Agreement or when the Party no longer needs the material or information in question for the purpose stated in this Agreement cease using confidential material and information received from the other Party and, unless the Parties separately agree on destruction of such material, return the material in question (including all copies thereof).
- 6.3 The rights and responsibilities under this section shall survive any termination or cancellation of this Agreement for 2 years.

## 7 TERM OF THE AGREEMENT AND TERMINATION

- 7.1 Unless otherwise stated in the Appendix the term of this letter Agreement shall continue for twenty-four (24) months with the effective date unless terminated sooner or extended pursuant to the terms hereof ("Initial Term"). The Initial Term shall automatically be extended for an additional period of half a year unless either party provides the other party with written notification of termination of the letter Agreement at least 60 days prior to end of such period.
- 7.2 Either Party shall be entitled to cancel this Agreement if the other Party is materially in breach of the terms of this Agreement. If the breach of contract is capable of being remedied, this Agreement can be cancelled only provided that the Party in breach has not rectified its breach within thirty (30) days of the written notice by the other Party.
- 7.3 Either Party may cancel this Agreement already prior to the date of its fulfillment, if it becomes evident that the other Party will commit a breach of contract entitling to cancellation of this Agreement.
- 7.4 Upon termination or cancellation of this Agreement plan\_b shall cease to use Content for any purpose and delete Content from any files and data storage.
- 7.5 After termination of this contract, there shall be a sell-off period (defined in APPENDIX 2) following the date of termination of this contract.

#### 8 MISCELLANEOUS

- 8.1 The Parties acknowledge that they act as independent contractors and this Agreement does not constitute any partnership, joint venture, agency relationship or other independent legal entity separate from the Parties.
- 8.2 Neither Party shall assign or transfer to any third party, without the prior written consent of the other Party, this Agreement or any rights granted herein.
- 8.3 Any amendments to this Agreement shall be in writing and shall have no effect before signed by the duly authorized representatives of the Parties.
- 8.4 All payments will be made to Licensor in United States dollars.

# 9 SEVERABILITY

9.1 In the event that any provision in this Agreement will be subject to an interpretation under which it would be void or unenforceable, such provisions will be construed so as to constitute it a valid and enforceable provision to the fullest extent possible, and in the event that it cannot be so construed, it will, to that extent, be deemed deleted and separable from the other provisions of this Agreement, which will remain in full force and effect and will be construed to effectuate its purposes to the maximum legal extent.

## 10 GOVERNING LAW AND VENUE

- 10.1 This Agreement shall be governed and construed in accordance with the laws of the United States of America. The courts of competent jurisdiction at New York City, New York, shall have the exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.
- 10.2 This Agreement has been prepared in two (2) identical copies, one for each Party.

PLAN B MEDIA AG

PLAN B MEDIA AG

03/24/06 03/24/06

Date Date

/s/ Heim Brecht /s/ Stefan Meyes-Sickenagel

Signature Signature

Heim Brecht Stefan Meyes-Sickenagel

Name (Please print) Name (Please print)

CIO COO

Title/Position Title/Position

LICENSOR LICENSOR

3/23/06

Date Date

/s/ James Ammons

Signature Signature

James Ammons

Name (Please print) Name (Please print)

President and CEO

Title/Position Title/Position

## APPENDIX I

1. CONTACT PLAN\_B MEDIA AG

Name: Matthias Hellmann

Position: Head of Content

Phone: XXXXXXXXXXXXX

Email: XXXXXXXXXXXXXXX

2 CONTACT LICENSOR

Name: Jim Ammons

Position: CEO / President

Phone: 866-219-2025

Email: ammons@datacalltech.com

3 CONTACT LICENSOR AGENT (IF APPLICABLE)

Name:

Position:

Phone:

Email:

4 BANK ACCOUNT LICENSOR

Bank name: Bank Of America

Bank address: Dallas, Texas

Country: USA

## APPENDIX 2

1 CONTENT, SHARE & TERRITORY

1.1 Contract name (for internal plan\_b-ware use): Data Call Technologies,
Inc.

CONTENT LICENSOR TERRITORY TERMINATION SHARE

Top News Headlines Top Business Headlines Science/Health News Entertainment Headlines

National Football League
National Basketball Association
National Hockey League
Major League Baseball
NCAA Football
NCAA Men's Basketball
Professional Golf Association
NASCAR

Latest Sports Lines 45% Worldwide 24 months
Latest Sports Headlines
Thought for Today
Market Details
World Financial Highlights
Weather:
Current Conditions
48-Hour Forecast
7-Day Forecast
Weather Alerts
Doppler Weather Radar

- 2 TERMS
  - 2.1 Contract start: 04-01-06
  - 2.2 Contract end: 04-01-08
  - 2.3 Commercial distribution possible from:
  - 2.4 Sell-off period: 3 months after termination
- 3 PAYMENTS AND REPORTS TO LICENSOR
  - 3.1 Reporting: Quarterly; 30 days after end of quarter
  - 3.2 Payment terms: 30 days after receipt of invoice
- 4 EXCLUSIVITY COPYRIGHT
  - 4.1 Content exclusive: [ ] Yes [ ] No
  - 4.2 Copyright:

Source: DATA CALL TECHNOLOGIES, SB-2/A, 9/18/2006