

EXHIBIT 12



3651 FAU Blvd Suite #400, Boca Raton, FL, 33431
<http://www.eglacomm.net>

EGLA COMMUNICATIONS END USER LICENSE AGREEMENT, MEDIAPLUG NETWORK APPLIANCE SOFTWARE AND EGLACAST

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING EGLA COMMUNICATIONS-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

EGLA COMMUNICATIONS, OR ITS SUBSIDIARY LICENSING THE SOFTWARE INSTEAD OF EGLA COMMUNICATIONS, HAS DECIDED TO LICENSE ITS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT PLUS ANY ADDITIONAL LIMITATIONS ON THE LICENSE SET IN ITS SUPPLEMENTAL LICENSE AGREEMENT ACCOMPANYING THE PRODUCT (COLLECTIVELY THE "AGREEMENT").

TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS END USER LICENSE AGREEMENT AND ANY SUPPLEMENTAL LICENSE AGREEMENT, THE SUPPLEMENTAL LICENSE AGREEMENT SHALL APPLY. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ARE WILLING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, "CUSTOMER") TO THE PERFORMANCE AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN EGLA COMMUNICATIONS IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM EGLA COMMUNICATIONS OR AN AUTHORIZED EGLA COMMUNICATIONS RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

THE FOLLOWING TERMS OF THE AGREEMENT GOVERN CUSTOMER'S ACCESS AND USE OF EACH EGLA COMMUNICATIONS OR EGLA COMMUNICATIONS-SUPPLIED SOFTWARE ("SOFTWARE"), EXCEPT TO THE EXTENT: (A) THERE IS A SEPARATE SIGNED CONTRACT BETWEEN CUSTOMER AND EGLA GOVERNING CUSTOMER'S USE OF THE SOFTWARE, OR (B) THE SOFTWARE INCLUDES A SEPARATE "CLICK-ACCEPT" LICENSE AGREEMENT OR THIRD PARTY LICENSE AGREEMENT AS PART OF THE INSTALLATION AND/OR DOWNLOAD PROCESS GOVERNING CUSTOMER'S USE OF THE SOFTWARE. TO THE EXTENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE FOREGOING DOCUMENTS, THE ORDER OF PRECEDENCE SHALL BE (1) THE SIGNED CONTRACT, (2) THE CLICK-ACCEPT AGREEMENT OR THIRD PARTY LICENSE AGREEMENT, AND (3) THE AGREEMENT.



3651 FAU Blvd Suite #400, Boca Raton, FL, 33431
<http://www.eglacomm.net>

LICENSE

Conditioned upon compliance with the terms and conditions of the Agreement, EGLA COMMUNICATIONS grants to Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees. "Documentation" means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by EGLA COMMUNICATIONS with the Software in any manner (including on CD-ROM, or on-line). In order to use the Software, Customer may be required to input a registration number or product authorization key and register Customer's copy of the Software online at EGLA COMMUNICATIONS's website to obtain the necessary license key or license file.

Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or such other limitations as are set forth in the applicable Supplemental License Agreement or in the applicable purchase order which has been accepted by EGLA COMMUNICATIONS and for which Customer has paid to EGLA COMMUNICATIONS the required license fee (the "Purchase Order").

Unless otherwise expressly provided in the Documentation or any applicable Supplemental License Agreement, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable Documentation permits installation on non-EGLA COMMUNICATIONS equipment) for communication with EGLA COMMUNICATIONS equipment owned or leased by Customer and used for Customer's internal business purposes. For evaluation or beta copies for which EGLA COMMUNICATIONS does not charge a license fee, the above requirement to pay license fees does not apply.

GENERAL LIMITATIONS

This is a license, not a transfer of title, to the Software and Documentation, and EGLA COMMUNICATIONS retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of EGLA COMMUNICATIONS or its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided under the Agreement, Customer shall have no right and Customer specifically agrees not to:

(A) transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any EGLA COMMUNICATIONS relicensing/transfer policy then in force), or use the



3651 FAU Blvd Suite #400, Boca Raton, FL, 33431
<http://www.eglacomm.net>

Software on unauthorized or secondhand EGLA COMMUNICATIONS equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;

(B) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;

(C) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;

(D) publish any results of benchmark tests run on the Software;

(E) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of EGLA COMMUNICATIONS; or

(F) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of EGLA COMMUNICATIONS. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by applicable law, and at Customer's written request, EGLA COMMUNICATIONS shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of EGLA COMMUNICATIONS's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which EGLA COMMUNICATIONS makes such information available.

SOFTWARE, UPGRADES, AND ADDITIONAL COPIES

For purposes of the Agreement, "Software" shall include (and the terms and conditions of the Agreement shall apply to) computer programs, including firmware, as provided to Customer by EGLA COMMUNICATIONS or an authorized EGLA COMMUNICATIONS reseller, and any upgrades, updates, bug fixes or modified versions thereto (collectively, "Upgrades") or backup copies of any of the foregoing.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO EGLA COMMUNICATIONS EQUIPMENT FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR OTHERWISE HOLDS A VALID



3651 FAU Blvd Suite #400, Boca Raton, FL, 33431
<http://www.eglacomm.net>

LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

PROPRIETARY NOTICES

Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in the Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of EGLA COMMUNICATIONS.

TERM AND TERMINATION

The Agreement and the license granted herein shall remain effective until terminated, which is indicated as 12 month after initial installation, but can be renewed. Customer may terminate the Agreement and the license at any time by destroying all copies of Software and any Documentation. Customer's rights under the Agreement will terminate immediately without notice from EGLA COMMUNICATIONS if Customer fails to comply with any provision of the Agreement. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "General Terms Applicable to the Limited Warranty Statement and End User License Agreement" shall survive termination of the Agreement.

CUSTOMER RECORDS

Customer grants to EGLA COMMUNICATIONS and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to EGLA COMMUNICATIONS the appropriate license fees, plus the reasonable cost of conducting the audit.

EXPORT, RE-EXPORT, TRANSFER AND USE CONTROLS

The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by EGLA COMMUNICATIONS under the Agreement are subject to export controls under the laws and regulations of the United States (U.S.) and any other



3651 FAU Blvd Suite #400, Boca Raton, FL, 33431
<http://www.eglacomm.net>

applicable countries' laws and regulations. Customer shall comply with such laws and regulations governing export, re-export, transfer and use of EGLA COMMUNICATIONS Software and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. EGLA COMMUNICATIONS and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Information regarding compliance with export, re-export, transfer and use may be located at the following URL:

U.S. GOVERNMENT END USER PURCHASERS

The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to Government end user or, if the Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in the Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

LIMITED WARRANTY

Subject to the limitations and conditions set forth herein, EGLA COMMUNICATIONS warrants that commencing from the date of shipment to Customer (but in case of resale by an authorized EGLA COMMUNICATIONS reseller, commencing not more than ninety (90) days after original shipment by EGLA COMMUNICATIONS), and continuing for a period of the longer of (a) ninety (90) days or (b) the warranty period (if any) expressly set forth as applicable specifically to software in the warranty card accompanying the product of which the Software is a part (the "Product") (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to the Documentation. The date of shipment of a Product by EGLA COMMUNICATIONS is set forth on the packaging material in which the Product is shipped. Except for the foregoing, the Software is provided "AS IS". This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of EGLA COMMUNICATIONS and its suppliers under this limited warranty will be (i) replacement of defective media and/or (ii) at EGLA COMMUNICATIONS's option, repair, replacement, or refund of the purchase price of the Software, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to EGLA COMMUNICATIONS or the party supplying the Software to Customer, if different than EGLA COMMUNICATIONS, within the warranty period. EGLA



3651 FAU Blvd Suite #400, Boca Raton, FL, 33431
<http://www.eglacomm.net>

COMMUNICATIONS or the party supplying the Software to Customer may, at its option, require return of the Software and/or Documentation as a condition to the remedy. In no event does EGLA COMMUNICATIONS warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, EGLA COMMUNICATIONS does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

RESTRICTIONS

This warranty does not apply if the Software, Product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by EGLA COMMUNICATIONS or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by EGLA COMMUNICATIONS, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes. The Software warranty also does not apply to (e) any temporary Software modules; or (f) any Software for which EGLA COMMUNICATIONS does not receive a license fee.

DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY EGLA COMMUNICATIONS, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

General Terms Applicable to the Limited Warranty Statement, End User License Agreement, and Supplemental License Agreement

Disclaimer of Liabilities—Limitation of Liability



3651 FAU Blvd Suite #400, Boca Raton, FL, 33431
<http://www.eglacomm.net>

IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA, NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF EGLA COMMUNICATIONS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER TO EGLA COMMUNICATIONS FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). NOTHING IN THE AGREEMENT SHALL LIMIT (I) THE LIABILITY OF EGLA COPR, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS TO CUSTOMER FOR PERSONAL INJURY OR DEATH CAUSED BY THEIR NEGLIGENCE, (II) EGLA COMMUNICATIONS'S LIABILITY FOR FRAUDULENT MISREPRESENTATION, OR (III) ANY LIABILITY OF EGLA COMMUNICATIONS WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

DISCLAIMER OF LIABILITIES —WAIVER OF CONSEQUENTIAL DAMAGES AND OTHER LOSSES

IF YOU ACQUIRED THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, THE CARIBBEAN OR CANADA, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EGLA COMMUNICATIONS OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF EGLA COMMUNICATIONS OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(II) FRAUDULENT MISREPRESENTATION, OR (III) EGLA COMMUNICATIONS'S LIABILITY IN CONNECTION WITH ANY TERMS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

For all countries referred to above, Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Software or any other product or service delivered by EGLA COMMUNICATIONS. Customer acknowledges and agrees that EGLA COMMUNICATIONS has set its prices and entered into the Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.



3651 FAU Blvd Suite #400, Boca Raton, FL, 33431
<http://www.eglacomm.net>

ADDITIONAL LICENSE TERMS AND CONDITIONS

1. Installation and Use on Unlimited Number of Endpoint Devices

EGLA COMMUNICATIONS hereby grants You the right to install and use any of the Software listed above in this SEULA on an unlimited number of Endpoint devices, provided that, except with respect to the Network Access Manager Module as described in Section 2 below, each of those Endpoint devices must use the Software only to connect to EGLA COMMUNICATIONS MEDIAPLUG Equipment. These license grants are subject to export restrictions in the EULA and to the network equipment license restrictions in Section 3 below. You may make one copy of the Software for each such Endpoint device and a reasonable number of backup copies for the purpose of installing the Software on that Endpoint device.

2. EGLA MEDIAPLUG NETWORK APPLIANCE MODULE

The Network Access Manager Module, as described in the EGLA COMMUNICATIONS MediaPlug Client Administrator Guider, may be used by You in conjunction with non-EGLA COMMUNICATIONS wired and wireless equipment for the purpose of connecting to non-EGLA COMMUNICATIONS network equipment. Support services (including Technical Assistance or TAC support) are only available if You have an active support contract for EGLA COMMUNICATIONS Products used in conjunction with the Network Access Manager Module. Support services will not be provided directly to your end users by EGLA COMMUNICATIONS.

3. EGLA Network MEDIAPLUG and Hosted Service License Entitlements and Restrictions

Your use of the Software or specific features thereof with EGLA COMMUNICATIONS network MEDIAPLUG shall be subject to license entitlements and restrictions for the applicable EGLA COMMUNICATIONS network equipment or hosted services. Please consult Your administrator guide for the applicable EGLA COMMUNICATIONS network equipment or hosted services for the relevant license entitlements and restrictions.

4. Distribution to Third Party Business Partners and Customers

You may copy and distribute the Software to your third party business partners and customers solely and exclusively for the purposes of accessing your EGLA COMMUNICATIONS equipment, provided that You shall remain responsible for compliance with the EULA and this SEULA by each such third party business partner and customer. Each such distribution of the Software to a third party must be accompanied by a copy of the EULA and this SEULA.



5. No Support to Third Party Business Partners or Customers

EGLA COMMUNICATIONS will not provide end-user support (including Technical Assistance or TAC support) to any third party business partner or customer that receives the Software in accordance with Section 4 hereof. You shall be responsible for providing all support to each such third party.

6. Effect of Termination on Third Party Business Partners or Customers

In the event of termination of the Agreement, You must use commercially reasonable efforts to notify the third party business partner or customer to whom You have distributed the Software that their rights of access and use of the Software have also ceased.

7. Data, Information and Privacy

Music Database - You are responsible for all content stored in your MEDIA PLUG unit(s) and shall abide by international standards regarding copyright of music and video, making EGLA COMMUNICATIONS not liable for any copyright violations.

Telemetry Module—You agree to this Agreement and install the Telemetry Module, You consent to EGLA COMMUNICATIONS's collection, use, processing and storage of Personal Information and Non-personal Information as described below. This Personal Information and Non-personal Information is transferred to EGLA COPR, including the transfer of such information to the United States and/or another country outside the European Economic Area, so EGLA COMMUNICATIONS can determine how users are interacting with our products and for the purpose of providing You technical networking support and improving our products and services. EGLA COMMUNICATIONS may share this information with select third parties in an anonymous aggregated form. None of this Personal Information and Non-personal Information will be used to identify or contact You, and use of the Personal Information and Non-personal Information shall be subject to EGLA COPR's Privacy Statement, available.