

EXHIBIT 9

TERM SHEET

The purpose of this document (hereinafter "Term Sheet") is to summarize the basic business terms under which **AEI Collingham Holdings Co. Ltd.**, db/a **DMX** (hereinafter "DMX") and **EGLA CORP** db/a **EGLA COMMUNICATIONS** (hereinafter "EGLA") are willing to engage in to a final agreement which shall be executed between the parties within 30 days from the date this Term Sheet is signed.

RECITALS:

DMX has a web product formed by a set of music channels created by **DMX** for the ISP and cable operators.

EGLA will provide DMX a web solution plus a technical solution for cable systems. In order to provide the Service, as defined below, EGLA will provide DMX with the **MEDIAMPLIFY** or **MEDIA PLATFORM** and with the **EGLA MEDIA PLUG APPLIANCE**. The specifications of each one of these products are detailed in Exhibit I and Exhibit II.

DMX and **EGLA** desire to engage in an agreement where EGLA will provide the use of the EMP and the EMPG, and certain technical services for TV-EVERYWHERE product. (DMX2GO)

Therefore, the parties agrees to the following:

SERVICE: The EGLA Service (hereinafter the "Service") shall include the use by DMX of the following: (i) **EGLA MEDIA PLATFORM**; (ii) the **EGLA Media Plug-In**, and (iii) **Technical Support**.

- (i) **EGLA MEDIA PLATFORM:** EGLA developed and owns **MEDIAMPLIFY** or **EGLA MEDIA PLATFORM** (hereinafter EMP) which is Software as Service (SaaS) with a multimedia engine capable of streaming music at any bit rate and different formats with a multimedia authentication and validation mechanisms suitable for a subscription based system and is also capable of supporting concurrent users and many music channels as request by the customer; which features and detailed specs are included in Exhibits I and II.

EGLA shall maintain a set of **Application Programming Interfaces** (hereinafter API) that allow mobile, web, and IPTV applications to connect to EMP.

Each EMP unit includes, without any additional charge, the End User Licensing Agreement (EULA); a 1-year support package (as define below); and all the upgrades for the software that shall be needed.

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- (ii) **EGLA MEDIA PLUG-IN:** EGLA also developed the **EGLA MEDIA PLUG** (hereinafter EMPG) which is a multimedia device capable of provide IPTV, Telecommunication carriers and cable operators with audio channels for Set Top Boxes.

- (iii) **TECHNICAL SUPPORT:** EGLA shall give DMX technical support for both, EMP and EMPG as part of the Service.

In order to do that, EGLA shall maintain an active supporting staff dedicated to bring DMX the necessary support on EMP and EMPG services. EGLA Staff shall answer any DMX technical support request within 24 hours from the particular request.

A 24/7/365 Support number shall be provide to DMX.

DMX shall pay EGLA a monthly fee of four thousand dollars (U\$S 4,000) for all needed Technical Support, including but not limited to the following services: troubleshooting, customization services, integration services, re-encoding and/or transcoding times, cable users interfaces, security changes in software and/or hardware, technical sales support, presentations and reports to ensure sale of DMX services, use of new codecs, protocols and/or multicasting techniques, etc. (hereinafter Support Fee).

The Technical Support shall be limited to a number of 10 cable operators.

No additional bills will be sent to DMX for technical support.

The support for API development will be handled via web forum and online documentation without any additional charge.

The API support is only available M-F from 9am-5pm, except during US Holidays (Dic. 31st, Jan 1st, July 4th, Labor Day, Thanksgiving Day, Dec. 24th, Dec 25th).

No travel expenses are included in the fees referred below.

EGLA shall work with DMX to train DMX's Staff in order to monitor the Platform's operation.

EGLA shall provide DMX with the EMP and all documentation related to the system and how it works.

TERM: 3 years agreement.

EFFECTIVE DAY: January 1rst. 2013.

SOFTWARE DEVELOPMENT: DMX agree to pay EGLA a non-refundable fee of \$ 60.000 as a set up cost for the development of EMP and EMPG. Any intellectual property rights and the ownership of the licenses regarding the software remain exclusively on EGLA. This fee includes: setup, initial setup of all servers in EGLA's cloud and configuration of up to version EGLA 1.2 version in the cloud.

MONTHLY FEES: DMX shall pay EGLA a monthly fee of U\$S 17,200, plus Florida Tax of 6%.

COMPATIBILITY: EMP and EMPG shall support uploading of new content using DMX compatible format (s).

BRANDING: DMX shall include the language "*Powered by EGLA COMMUNICATIONS*" in company brochures and marketing materials.

HARDWARE AND LICENSING: For any EMPG order by DMX, EGLA shall charge \$ 15,000 per unit ("Hardware Fee"), which shall be delivered by EGLA within 15 days from the request by DMX.

The Parties agree that 1-year licensing agreement; 1-year support package and 1-year upgrades for the software shall be included in the Hardware Fee referred before. DMX shall have the option to extend the license of the software and hardware referred in this section depending on software version required see Exhibit A, for every cable operator with a valid contract with DMX that requires the use of such software. For the avoidance of doubt, if the business relationship with any cable operator ends for any reason, DMX shall not be liable nor responsible for the payment of such extension of the License.

CUSTOMIZATION: EGLA shall customize the platform in order to reach every client's requirements. The number of clients shall not exceed the maximum of ten (10) cable operators. The customization cost shall be included in the Technical Support rendered by EGLA. For the avoidance of doubt, there will be no extra cost for any customization, beside the Support Fee set herein before.

STORAGE/CLOUD: EGLA shall provide DMX up to 10 TB cloud storage space. DMX shall have access to the cloud and its assets at any time. The storage space shall be limited to a maximum of ten (10) cable operators.

TERMINATION: If either party breaches any of the material terms or conditions set in this Term Sheet and fails to cure such breach within thirty (30) days, after receipt of written notice of the breach from the other party, then the party giving such notice shall have the right to terminate the agreement. Parties agree that DMX or EGLA shall have the right to terminate this agreement by giving a sixty (60) days prior written notice if, by any reason, DMX or EGLA decides to discontinue this line of products. DMX shall have the right to terminate this agreement if, by any reason, the revenue derivate from DMX's Client Portfolio

45

EMP

that uses EGLA's Platform decreases in a 40% or more. In case of termination by breach of contract, EGLA shall only be liable for a termination fee equals to three months of the monthly fee.

NON COMPETE: EGLA shall not in any manner offer to provide the Service that DMX gives to any commercial client which is already receiving the Service by DMX or any of its distributors. Nevertheless, with a written previous notice to DMX, EGLA would be able offer DMX's commercial client any other solution that is not related in any manner to DMX's Services.

NON-EXCLUSIVE USE OF PLATFORM: DMX acknowledges that EGLA will provide services to other customers within the same or similar markets as DMX.

MUSIC RIGHTS: DMX shall be fully and exclusively responsible for the contents and distribution of its Signal and for the copyrights and/or intellectual property rights arising therefrom. All rights related to DMX's Signal, its contents and distribution shall be DMX's exclusive responsibility.

All intellectual property rights to the signal and the programming, interstitial, "filler" and other material included in the reception and distribution thereof themselves, mastered or duplicated backup versions thereof or other materials created hereunder based thereon (collectively, the "Property") are, shall be immediately upon creation, and shall thereafter remain, the sole and exclusive property of DMX, and EGLA shall have no interest in, and shall not create or acquire any interest in, by virtue of its performance of the Service hereunder or otherwise, such Property including, but not limited to: (a) all copyrights in respect of any and all media, throughout the universe in perpetuity, in the Property and all works related in any way to the Property (the "Works"); (b) all rights of every kind and character in respect of all media throughout the universe in perpetuity in the name, voice, likeness, publicity and other rights of all cast members or creators of the Property for the purposes of marketing and exploiting the Works, including, without limitation, to Works embodying all or a portion thereof, and all rights of merchandising in any way related to the Property; and (c) the benefit of all waivers of moral rights of the creators in the Works. EGLA shall return the Property to DMX or other persons designated by DMX upon termination of this Agreement or upon DMX's request. EGLA shall destroy and certify such destruction in writing.

MISCELANEOUS: After the execution of this Agreement, the Parties will endeavor in good faith to negotiate and execute a long term agreement which shall be based upon the terms and conditions set forth herein and such other terms and conditions that the Parties execute such long form agreement, enforceable in accordance with its terms and shall inure to the benefit of the Parties hereto and their respective successors and assigns and nothing herein is

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intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement.

This Agreement set forth the entire agreement and understanding of the Parties hereto and supersedes any and all prior agreement, arrangement and understanding among the parties.

If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF MIAMI-DADE COUNTY WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.



ECLA COMMUNICATIONS



AEI COLLINGHAM CO. LTDA

EXHIBIT A.

PLATFORM SOFTWARE AS A SERVICE CURRENT VERSIONS

- MEDIAMPLIFY 0.7-SKY included in price
- MEDIAMPLIFY 1.2 will be upgraded at no cost upon signature of contract.

EGLA MEDIAPLUG SOFTWARE VERSIONS

- Audio Only version MEDIAPLUG 0.8a \$1,500/yr subscription per cable operator, included 1st year.
- Video/Audio version MEDIAPLUG 1.2 \$1,500/yr subscription per cable, price included in 1st year.

EXHIBIT B- MEDIA PLUG SOFTWARE

Specifications current

EXHIBIT C – WEB MEDIAMPLIFY PLATFORM

Specifications current

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