

# EXHIBIT 11

Friday, June 4, 2021 at 23:18:27 Eastern Daylight Time

**Subject:** RE: Breach of contract notification  
**Date:** Thursday, April 24, 2014 at 4:48:58 PM Eastern Daylight Time  
**From:** Melanie McCool  
**To:** Edwin Hernandez, PhD, Jim McFelea, Dodd Haynes  
**CC:** alcidesh@eglacorp.com, Cory Meltzer, Robert Strandberg  
**Attachments:** image001.png, EGLA Termination Letter 4-24-14.pdf

Hi Dr. Hernandez, attached please find a letter officially terminating the Term Sheet between DMX and EGLA as we no longer require your products and services. To respond to your other points below, DMX did not ultimately deliver its service to Encompass TV via the EGLA platform. Also, we are not aware that there were marketing materials used by DMX to promote the DMX cable service. While we maintain that DMX did not breach the Term Sheet, it no longer has need of the EGLA platform. As such, I hope that our companies can part ways on good terms. Many thanks.

--

**MELANIE McCOOL**  
Vice President, Legal & Business Affairs

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**From:** Edwin Hernandez, PhD [mailto:[edwinhm@eglacorp.com](mailto:edwinhm@eglacorp.com)]  
**Sent:** Tuesday, April 15, 2014 12:31 PM  
**To:** Melanie McCool; Jim McFelea; Dodd Haynes  
**Cc:** [alcidesh@eglacorp.com](mailto:alcidesh@eglacorp.com); Cory Meltzer; Robert Strandberg  
**Subject:** Re: Breach of contract notification

Hi Melanie,

Thanks for your reply, there were other items in our letter, for example proof that "Powered by EGLA COMMUNICATIONS" has been shown in all marketing materials used by MOOD MEDIA, among other issues from the NDA. **We still have no access to the system in ENCOMPASS TV, we suspect that system is compromised.**

Also, when you installed the MEDIA PLUG specially the one in Encompass you accepted the use of all terms in the licensing agreement found inside the box. An except of the licensing agreement is shown here:

**"GENERAL LIMITATIONS**

This is a license, not a transfer of title, to the Software and Documentation, and EGLA CORP retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of EGLA CORP 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 CORP relicensing/transfer policy then in force), or use the Software on unauthorized or secondhand EGLA CORP 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 CORP; or**

"

Best Regards,

Edwin

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**From:** Melanie McCool <[melanie.mccool@moodmedia.com](mailto:melanie.mccool@moodmedia.com)>

**Date:** Tuesday, April 15, 2014 12:29 PM

**To:** Edwin Hernandez <[edwinhm@eglacorp.com](mailto:edwinhm@eglacorp.com)>, Jim McFelea <[jim.mcfelea@moodmedia.com](mailto:jim.mcfelea@moodmedia.com)>, Dodd Haynes <[dodd.haynes@moodmedia.com](mailto:dodd.haynes@moodmedia.com)>

**Cc:** Edwin Hernandez <[alcidesh@eglacorp.com](mailto:alcidesh@eglacorp.com)>, Cory Meltzer <[cory@meltzermathis.com](mailto:cory@meltzermathis.com)>, Robert Strandberg <[rstrandberg@edc-tech.org](mailto:rstrandberg@edc-tech.org)>

**Subject:** RE: Breach of contract notification

Hi Dr. Hernandez, I'd like to respond to your points below.

- AEI Collingham Holdings Co. Ltd. d/b/a DMX ("DMX") remains a wholly owned subsidiary of Mood Media Corporation ("Mood"). While Mood sold certain assets of its DMX business, DMX remains a customer of EGLAs.
- Attached please find a fully executed copy of the Term Sheet. DMX didn't assign the Term Sheet to Stingray, even though assignment is not prevented by the Term Sheet.
- To our knowledge, DMX has paid all invoices from EGLA. If there are invoices that you believe remain unpaid, please forward those to us.
- Mood has no reason to believe that anyone at DMX/Mood, including former employees, has violated the non-disclosure agreement. Mood has asked that Gustavo, Alejandro and any other individuals employed by Stingray cease all communication with EGLA. DMX/Mood will handle all communication with EGLA from this point forward.
- Fewer than 10 cable operators are receiving the EGLA solution.

DMX does not agree with your assessment that we've breached the Term Sheet; however, even if we had breached, the Term Sheet provides for thirty days' written notice and opportunity to cure prior to termination. As such, we ask that EGLA continues to perform its obligations under the Term Sheet while we work through these issues. Thank you.

--

**MELANIE McCOOL**

Vice President, Legal & Business Affairs

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**From:** Edwin Hernandez, PhD [mailto:[edwinhm@egla.com](mailto:edwinhm@egla.com)]  
**Sent:** Tuesday, April 15, 2014 9:43 AM  
**To:** Jim McFelea; Melanie McCool; Dodd Haynes  
**Cc:** [alcidesh@egla.com](mailto:alcidesh@egla.com); Cory Meltzer; Robert Strandberg  
**Subject:** Breach of contract notification

Hi Jim and all,

There are a few items we believe are in breach from MOOD's part that ECLA is by this means is notifying you. ECLA first refers to the Software as a Service/Licensing TERM SHEET with MOOD MEDIA:

- End User Licensing Agreement to the ECLA MEDIA PLUGS are not transferrable. Are exclusive used to MOOD MEDIA, now in use by DMX
- Licenses to all software platforms are not yet renewed for the devices in CABLEVISION MEXICO and will be due renewal AXTEL TV
- We have not received payments and MOOD is not current to the payments, we believe MOOD is behind by 60 to 90 days.
- We need proof that "Powered by ECLA COMMUNICATIONS" has been shown in all marketing materials per our contract dates Jan 2012
- The contract recites support for up to 10 cable operators, but MOOD MEDIA and now STINGRAY stated that there are more than 80 in service at the moment.
- We don't have a signed agreement from the term sheet that originally expired,

We will continue our internal investigation to determine any other issues to be notified to you in writing.

ECLA also believes that MOOD MEDIA is in breach of our confidentiality agreement, signed by Gustavo Tonelli on March 8th, 2012 at least in the following elements and agreement sections:

- Two MOOD MEDIA executives are now employed by STINGRAY MEDIA. Those employees hold confidential and proprietary information, and continue directing communications to ECLA COMMUNICATIONS and making decisions with the same product/services that ECLA is offering and disclosed to them directly in a daily basis.
- What provisions has MOOD MEDIA followed to honor, in our NDA Section 9 reads: "This Agreement shall become effective as of the date first written above and shall automatically

Expire three (3) years thereafter, provided, however, that prior to such expiration, either Party may terminate

this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all

of the receiving Party's nondisclosure obligations pursuant to this Agreement shall survive with respect to any

Confidential Information received prior to such expiration or termination"

- What provisions has MOOD MEDIA followed to honor in Section 16 "The Recipient shall not at any time prior to the expiration of three (3) years from the date of this Agreement, without the prior written consent of the Company, which consent the Company may withhold in its sole discretion, (a) attempt in any manner to deal directly or indirectly in any manner with any of the contact Persons or other individuals or companies related to the Business Opportunity including by having any part of or deriving any benefit from the Business Opportunity or any aspect thereof, or (b) by-pass, compete, avoid, circumvent, or attempt to circumvent the Company relative to Business Opportunity including by utilizing any of the Confidential Information or by otherwise exploit or deriving any benefit from the Confidential Information."

Best Regards,

Edwin A. Hernandez, PhD

**Chief Technology Officer - Founder**  
**EGLA COMMUNICATIONS**

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**From:** Jim McFelea <[jim.mcfelea@moodmedia.com](mailto:jim.mcfelea@moodmedia.com)>

**Date:** Tuesday, April 15, 2014 7:05 AM

**To:** Edwin Hernandez <[edwinhm@egla.com](mailto:edwinhm@egla.com)>, Melanie McCool <[melanie.mccool@moodmedia.com](mailto:melanie.mccool@moodmedia.com)>, Dodd Haynes <[dodd.haynes@moodmedia.com](mailto:dodd.haynes@moodmedia.com)>

**Cc:** Edwin Hernandez <[alcidesh@egla.com](mailto:alcidesh@egla.com)>

**Subject:** RE: EGLA + MOOD

Dr. Hernandez

Please call me first thing on my cell phone to discuss.

I understand that you discontinued service yesterday.

I thought we agreed to discuss on Tuesday when Melanie returned to the office?

**JIM MCFELEA**

EVP - Global Operations

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**From:** Edwin Hernandez, PhD [mailto:[edwinhm@egla.com](mailto:edwinhm@egla.com)]

**Sent:** Friday, April 11, 2014 3:25 PM

**To:** Melanie McCool; Jim McFelea; Dodd Haynes

**Cc:** [alcidesh@egla.com](mailto:alcidesh@egla.com)

**Subject:** Re: EGLA + MOOD

Hi All,

Thanks Jim for the call. We have prepared an agreement that will amend the current one and will resolve most of the issues raised by EGLA in previous emails.

As part of such agreement, you may include any dates and timelines needed for the time period that you need the services that EGLA will offer to STING RAY and for your transition dates to be completed.

Unfortunately, we cannot open any communication channel with STINGRAY as there are intellectual property issues

that still need to be resolved. As we have an NDA signed,  
**This agreement is confidential and all terms are deemed confidential.**

As such, I am attaching our proposal for your review,

Best Regards,

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Edwin A. Hernandez, PhD

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**Chief Technology Officer - Founder**  
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**From:** Melanie McCool <[melanie.mccool@moodmedia.com](mailto:melanie.mccool@moodmedia.com)>

**Date:** Thursday, April 10, 2014 5:58 PM

**To:** Edwin Hernandez <[edwinhm@eglacorp.com](mailto:edwinhm@eglacorp.com)>, Gustavo Tonelli <[gtonelli@stingraydigital.com](mailto:gtonelli@stingraydigital.com)>, Jim McFelea <[jim.mcfelea@moodmedia.com](mailto:jim.mcfelea@moodmedia.com)>, Dodd Haynes <[dodd.haynes@moodmedia.com](mailto:dodd.haynes@moodmedia.com)>

**Cc:** Edwin Hernandez <[alcidesh@eglacorp.com](mailto:alcidesh@eglacorp.com)>

**Subject:** RE: EGLA + MOOD

Hi Dr. Hernandez, it was good to speak with you this afternoon. I've copied Jim McFelea and Dodd Haynes on this email so that you have each other's contact information. I'll be out of the office tomorrow and Monday, but please let me know if you need anything. Thank you.

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**From:** Edwin Hernandez, PhD [mailto:[edwinhm@eglacorp.com](mailto:edwinhm@eglacorp.com)]

**Sent:** Thursday, April 10, 2014 12:59 PM

**To:** Gustavo Tonelli; Melanie McCool

**Cc:** [alcidesh@eglacorp.com](mailto:alcidesh@eglacorp.com)

**Subject:** Re: EGLA + MOOD

Hi Gustavo,

We were verbally notified a few days ago (Tuesday) after coming back from assisting the DMX/Cablevision Mexico project, that our services were going to be officially terminated in June 1st and that our server in ENCOMPASS was in the process of being replaced by another server from Stingray Media. As a consequence, EGLA will then make effective the termination of all services with SKY TUNES, SKY MUSIC, CABLEVISION MX, AXTEL TV, and ENCOMPASS effective today at 5pm.

Notwithstanding this outage, EGLA remains interested in maintaining a good relationship with MOOD MEDIA. EGLA needs a long-term relationship where MOOD guarantees that our intellectual property, trade secrets, and software are kept protected and confidential from any unauthorized 3rd party. We have not authorized any disclosure or

waiver of any NDAs with MOOD to any other entity.

EGLA remains interested in fortifying and strengthening this relationship/partnership with MOOD MEDIA.

However, we request "Stringray Digital" to take a platform license for the Mediamply Music Platform, and cease and desist any use of any competitor products that circumvent our products starting today.

I believe a conference call with MOOD would be beneficial, we are making ourselves available this afternoon. Please forward to me a meeting request at your earliest convenience.

Best Regards,

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Edwin A. Hernandez, PhD

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**Chief Technology Officer - Founder**  
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**From:** Gustavo Tonelli <[gtonelli@stingraydigital.com](mailto:gtonelli@stingraydigital.com)>

**Date:** Thursday, April 10, 2014 10:41 AM

**To:** Edwin Hernandez <[edwinhm@eglacorp.com](mailto:edwinhm@eglacorp.com)>, Melanie McCool <[melanie.mccool@moodmedia.com](mailto:melanie.mccool@moodmedia.com)>

**Cc:** Edwin Hernandez <[alcidesh@eglacorp.com](mailto:alcidesh@eglacorp.com)>

**Subject:** EGLA + MOOD

Hi Edwin, I'm going to try to be brief. Alejandro shared with me the conversation you two had earlier today, and I cannot say that I fully understand the matter. In any case, and because your contracted obligation is with Mood, I'm bringing in Melanie McCool, Mood's Business Affairs VP, who can take it from here. I have briefed her on a separate email, and I would like to take the opportunity here to make a few comments on what you shared with Alejandro:

EGLA has a standing contract and confidentiality agreement with MOOD. NOTHING of that has changed by Alejandro and I now working for Stingray. You continue to be paid by MOOD, as I have confirmed, your obligations continue to be as they were, and none of your information has been jeopardized, as Stingray has not been made aware of any material information, or used your services in any way if not through MOOD.

On the basis of this, I don't understand your threat to default on the contract if you don't hear from MOOD by 5p today.

Personally I don't understand why you would chose to breach a service contract that you are being paid for, forfeiting all future revenues and burning good business relations in the process, but then again, to kamikaze your business is your prerogative. I only wanted to bring to your attention that MOOD has an obligation with Stingray to maintain a number of services - including EGLA's - for a period of time. You failing or neglecting to provide the service will put MOOD in breach of this obligation. Stingray may choose to seek compensatory damages against MOOD, and MOOD may very well do the same with you.

Please do not construct my words as a threat. I am only trying to make sure we both understand what it is at stake,

given my inabilities to comprehend what it is that you're trying to achieve. If you no longer want the MOOD contract, there are ways in which I can assist you to broker an earlier termination that don't involve you getting sued.

**Gustavo Tonelli**

**stingraydigital** | General Manager, Latin America

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