

## Exclusive Music License

The terms and conditions of the (“Customer” or “Licensee”) use of the (“Song Composer” or “Licensor”) Track, as well as the rights granted in it, are outlined in this (Exclusive) License Agreement, which was made between the (“Song Composer” or “Licensor”) and (“Customer” or “Licensee”) on the date of purchase in exchange for the Licensee's payment of the listed Product Price. This Agreement is issued solely in connection with and for Licensee's use of the Track pursuant and subject to all terms and conditions set forth herein.

The following outlines the pertinent terms and circumstances with regard to (“Song Composer” or “Licensor”) producing specific recording(s) that incorporate (“Customer” or “Licensee”) musical performance. All references to "Masters" herein are to be interpreted as referring to one (1) "Master" if there are no more than one (1) master recordings covered by this agreement. The parties hereby concur the following for good and valuable consideration, receipt and sufficiency of which is accordingly acknowledged:

1. **Music Product Commitment:** For delivery to Licensee for, among other exploitations, the production and distribution of recordings, Licensor shall prepare one (1) musical composition including Licensee featured performance of a yet-to-be-titled master recording (the "Master"). For the avoidance of doubt, the Composition supplied by Licensor to create the Master shall be solely kept and owned by Licensor as a pre-existing composition, and the composition made by Licensee under this Agreement is a derivative. The Universe shall be the bounds of this Agreement. The Licensee certifies that the master was delivered, received, and accepted in a good manner.
2. **Rights:** The Master will be regarded as a "work done for hire" for the Licensee (or the Licensee's designees) in accordance with the Copyright Act of 1976 from the moment of creation (expressly excluding the underlying musical composition) (Title 17, U.S.C.).

If a Master is found to not meet these requirements, then all rights to it—including any copyrights associated with the sound recording but excluding the underlying musical composition—shall be presumed passed to the Licensee.

3. Subject to the terms and conditions of this agreement, Licensee shall have the sole and exclusive right in perpetuity and throughout the world, including, without limitation: (i) to manufacture, advertise, sell, license, or otherwise dispose of the Master and derivatives derived therefrom in any manner or media whatsoever on the terms and under the trademarks that Licensee elects, or, in Licensee's sole discretion, to refrain from doing so; (ii) to perform the work and (iii) incorporating the audio performance of the Licensor into an audio-visual creation ("Video"). Despite the aforementioned, Licensee (or its designees) shall not be permitted to edit or modify Licensor's composition, utilize Licensor's composition other than the Master, or use Licensor's composition in a manner that suggests Licensor's endorsement.
4. **License Fee:** The prompt payment of the License Fee is a requirement for the Licensor to grant Licensee all rights for use of the Track. This Agreement is not effective until the

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License Fee has been paid. The License Fee is a one-time non-returnable payment for the rights granted to Licensee.

5. **Controlled Compositions:** This selection and/or musical composition will be referred to as a "Controlled Composition" if it was written or composed by the Licensor, in whole or in part, either alone or in collaboration with others, or if it was owned or controlled, in whole or in part, directly or indirectly, by Licensor or any person, firm, or corporation in which Licensor has a direct or indirect interest. With respect to each Controlled Composition, Licensor hereby agrees to grant or cause to be granted, as appropriate, mechanical licenses (including, without limitation, any "first use" mechanical licenses) and other licenses to Licensee or Licensee's designees under the same terms and conditions as those that apply to musical compositions and selections created, owned, or controlled, in whole or in part, directly or indirectly, by Licensee. There is no cap on the mechanical royalties that the Licensee must pay for albums and/or EPs, and they must be paid at 100% of the minimum statutory rate for sales in the United States and Canada. The mechanical royalty rate for licenses granted outside of the United States and Canada shall be the rate in effect in the relevant nation as of the date hereof on an industry-wide basis. With the understanding that Licensor will be entitled to its pro-rata share of any royalties attributable to such commercial "video programs," Licensor hereby grants Licensee a license to reproduce Controlled Compositions that are embodied on the Master created hereunder in synchronization with and in time relation to visual images featuring Licensee's performances in so-called promotional "video programs" and in so-called commercial "video programs." Upon the request of the Licensee, the Licensor shall execute or cause the Licensor's publishing designee to execute and send to the Licensee all documents necessary for the Licensee to carry out the intent of this paragraph.
6. **Publishing Rights:** The Licensee and the Licensor hereby acknowledge and agree that the underlying composition shall be owned/split between them as follows with regard to the publication rights and ownership of the underlying composition reflected in the Master:
7. **Credit and Likeness:** The only thing that is restricted is that Licensee may only use the Licensor's approved name, approved likeness, and other approved identification and biographical details regarding the Licensor in connection with the Masters recorded under this Agreement. Labels and liner notes of the Master, if applicable; configurations (including applicable meta-data) derived from the Master; and all trade and consumer advertisements, including strip ads in Billboard Magazine, that exclusively refer to the Masters under this agreement and are one-quarter (1/4) page or larger in size, placed by Licensee, and appear in so-called "nationwide" publications. The licensee is responsible for making sure the licensee is properly credited, for verifying the accuracy of credits on all proofs, and for correcting any errors in the Licensee's credit. Produced by (LICENSOR\_ALIAS) is the required form of such credit.

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### 8. Warranties, Representations, and Indemnification:

- a. (SAMPLES\_DEFINITION)
  - b. Licensee acknowledges that Licensor has not assured them that the Master will be suitable for the specific artistic or musical use they have in mind or desire. The Licensee is given the Master, its sound recording, and the Composition contained therein "as is" without any implied guarantees of merchantability or suitability for a particular purpose. Additionally, Licensee acknowledges and agrees that the Composition created by the Licensor may have previously been licensed on a non-exclusive basis to third parties.
  - c. Any licenses granted by the Licensor prior to this agreement will continue to be valid and unaffected by it. Licensee renounces any rights it may have against the Licensor for any earlier licensing for the composition. Furthermore, the Licensee promises that they will not file any lawsuits for the non-exclusive use of the composition by third-party licensees.
  - d. The parties hereto agree to hold the non-defaulting party free, safe, and harmless from any and all claims, suits, demands, costs, liabilities, loss, damages, judgments, recoveries, costs, and expenses (including, without limitation, reasonable outside attorneys' fees), which may arise from any third-party claims, liabilities, costs, losses, damages, or expenses that are actually incurred by the non-defaulting party; provided that the non-defaulting party has given the defaulting party prompt written notice of all claims and the right to participate in the defense with counsel of its choice at its sole expense before final judgment, arising out of any breach of any representations or warranties of the defaulting party contained in this agreement or any failure by the defaulting party to perform any obligations on its part to be performed hereunder. Any breach or failure to comply with any condition of this agreement shall not, under any circumstances, give Licensee the right to seek an injunction or any other kind of equitable relief.
9. **Miscellaneous:** The validity, interpretation, and legal consequences of this agreement shall be regulated by the laws of the **(State, Country the Licensor resides in at the time of purchase)** that are applicable to contracts entered into and wholly performed within such State. This agreement has been entered into in the **(State, Country the Licensor resides in at the time of purchase)**. Any disputes relating to this agreement shall only be brought before the state and federal courts located in **(State, Country the Licensor resides in at the time of purchase)**, and the parties hereto hereby consent to the jurisdiction of such courts. All notices, statements, and payments due to any party under this agreement must be submitted to that party at the address indicated therein or at any other location that the relevant party may from time to time designate in writing. All notices must be in writing and delivered personally (with a written receipt for the delivery) or sent via certified or registered mail with a return receipt request and all fees paid, with the exception of statements, which may be sent via ordinary US mail.

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With the exception of notices of address changes, which take effect only after actual receipt, notices sent in line with the preceding must, unless otherwise specified in this clause, be presumed given when personally delivered or five (5) days after mailing. The parties recognize and agree that email confirmations and responses will be sufficient whenever approvals are required by these provisions, and that such approval or consent may not be unreasonably withheld. Except as expressly stated above, Licensor shall not be entitled to any payments in connection with the Master(s). This agreement may be assigned by the Licensor to any parent, subsidiary, or affiliate, as well as to anyone who owns or acquires a sizable percentage of the Licensor's stock or assets, so long as the Licensor continues to be secondarily liable. Without the prior written authorization of the Licensor, the Licensee is not permitted to assign any of the Licensee's rights or responsibilities under this agreement. Any attempted assignment in violation of this is void from the start. Both parties acknowledge and agree that this agreement (a) will bind and benefit the parties hereto and their respective successors, permitted assigns, heirs, estates, administrators, and executors; (b) embodies the sole and entire agreement of the parties with regard to, and supersedes all prior oral or written understandings between them regarding the subject matter hereof; and (c) may not be modified without the written consent of both parties.

10. Any breach by either party shall not be deemed material unless it is remedied by the non-breaching party within thirty (30) days (or fifteen (15) days in the case of failure to pay money owed) after receiving written notice from the non-breaching party describing the nature of the breach and the breaching party fails to remedy such breach, if any, within thirty (30) days (15 days in the case of payments) after receiving such notice, or within a reasonable amount of time. In entering into this agreement and providing services in accordance with it, the Licensee has and will continue to have the status of an independent contractor. Nothing in this agreement contemplates or establishes the Licensee as the agent or employee of the Licensor. LICENSEE UNDERSTAND THAT LICENSEE HAS THE RIGHT TO SEEK THE ADVICE OF INDEPENDENT COUNSEL WITH REGARD TO ITS RIGHTS, THE PROVISIONS HEREOF, AND THE ADVICE OF ENGAGING IN THIS LEGALLY BINDING AGREEMENT. FURTHERMORE, THE LICENSEE ACKNOWLEDGES THAT THE LICENSEE HAS BEEN GIVEN THE OPTION TO CONSULT INDEPENDENT COUNSEL AND THAT THE LICENSEE IS EITHER EXECUTING THIS AGREEMENT VOLUNTARILY AFTER CONSULTING INDEPENDENT COUNSEL OR CONSCIOUSLY CHOOSING NOT TO DO SO.

This Agreement may be performed by facsimile and in any number of counterparts, each of which will be deemed an original but all of which together will comprise one and the same instrument. Additionally, for all intents and purposes, a signed copy of this agreement delivered by facsimile, digital signature, or scanned into an image file and delivered via email shall be deemed to have been signed by the party whose signature appears thereon in person and shall bind such party as though an original signed document had been delivered.