

Premium Music License

Premium License Summary:

(Non-Exclusive) Agreement

(Unlimited) Downloads

(Unlimited) Monetized audio and video streams

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 (**Non-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.

1. **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 License Fee has been paid. The License Fee is a one-time non-returnable payment for the rights granted to Licensee.
2. **Delivery of the Track:**
 - a. Licensor agrees to deliver the Track as a high-quality **File** identified on the Licensor’s profile page, as such terms are understood in the Music Industry.
 - b. After the License Fee has been paid, the Licensor must make all commercially reasonable efforts to provide the Track to the Licensee. The Track will be sent to the email address that the Licensee gave the Licensor.
3. **Term:** The license will expire on the tenth anniversary of the Effective Purchase Date, and the term of this agreement is ten (10) years.
4. **Use of the Track:**
 - a. In The Licensor hereby grants Licensee a (**limited**) (**Non-Exclusive**), non-transferable license and the right to incorporate, include and/or use the Track in the creation of one (1) new song or to incorporate the Track into a new piece of music created by the Licensee in exchange for Licensee's payment of the License Fee. The Licensee may record his or her written words over the Track or incorporate bits and pieces of the Track into previously recorded instrumental or vocal music that the Licensee has created, produced, and/or owns in order to create the new song or new instrumental music. The "New Song" is the brand-new song or instrumental composition that the Licensee creates that utilizes all or part of the Track. In order to get the New Song ready for release, Licensee is allowed to change the Track's arrangement, length, tempo, or pitch.
 - b. Subject to the selling restrictions, limitations, and prohibited uses specified in this Agreement, this Right grants Licensee a (**Worldwide**), (**Non-Exclusive**) license to use the Track as included in the New Song in the manners and for the purposes

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expressly provided herein. Licensee understands and agrees that any and all rights granted to Licensee in the Track under the provisions of this Agreement are **(Non-Exclusive)**, and Licensor shall continue to license the Track to other possible third-party Licensees under the same or comparable terms and circumstances as this Agreement.

- The New Song may be used for any promotional activities, such as **(Non-Exclusive)** single release, inclusion in mixtapes or free music collections (EP or Albums), as well as promotional, non-profit digital streaming;
 - The song **(may)** be performed publicly by the Licensee **(for-profit performances)** and for **(unlimited non-profit performances)**, including but not limited to, at a live performance (i.e. concert, festival, nightclub etc.), on terrestrial or satellite radio, and/or on the internet via third-party streaming services (Spotify, YouTube, iTunes Radio etc.). The New Song may be played on **(unlimited radio stations)** terrestrial or satellite radio stations;
 - The Licensee may use the New Song in sync with audiovisual works of no more than five (5) minutes in length that are (Monetized Music Videos) or (Monetized Videos Words). The Video may not play for longer than the length of the New Song, in the case that the New Song is longer than five (5) minutes. Any television network may air the video, and it may also be posted online for free public download and digital streaming on sites like Vevo and YouTube, among others. Licensor does not give Licensee any additional synchronization rights;
 - The Licensee is permitted to sell **(Unlimited)** downloads and/or physical music items, as well as **(Unlimited)** monetized audio streams, **(Unlimited)** monetized video streams, **(Unlimited)** non-monetized video streams, and **(Unlimited)** free downloads of the New Song. The New Song could be offered for purchase alone and/or combined with additional songs by the Licensee to create an EP or full-length album.
 - The New Song may be offered for purchase through digital stores as a permanent mp3 download or in physical form, such as CDs and vinyl records. In order to be clear and prevent confusion, the Licensee is NOT permitted to sell the Track in the manner in which it was given to the Licensee. To exercise its rights under this section, the Licensee must produce a New Song (or an instrumental as described above). Any sale of the Track by the Licensee in its original form constitutes a major breach of this Agreement, and the Licensee shall be responsible to the Licensor for damages in accordance with the terms of this Agreement.
- c. As long as the Licensee abides by the terms and conditions of this Agreement, the Licensee is not required to account for or pay to the Licensor any royalties, fees, or

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money that it has received (expressly excluding mechanical royalties) or that would otherwise be due to the Licensor in connection with the use or exploitation of the New Song as specified in this Agreement.

5. **Track Usage Restrictions:** By signing this agreement, Licensee accepts and understands that it is strictly forbidden to use the Track or New Song in the ways or for the reasons listed below.
- a. The rights granted to the Licensee are NON-TRANSFERABLE, and the Licensee is not permitted to transfer or assign any of its rights under this Agreement to any third party.
 - b. The Licensee is not allowed to synchronize, or allow others to synchronize, the Track or New Song with any audiovisual works, unless specifically allowed and in accordance with this Agreement's paragraph 4(b)(iii) for use in one (1) Video. This prohibition covers, but is not limited to, the use of the Track and/or New Song in television commercials, movies, theatrical productions, video games, and any other online formats that are not expressly permitted under the terms of this clause. The Licensee shall not have the right to license or sublicense any use of the Track or of the New Song, in whole or in part, for any so-called "samples".
 - c. The Licensee shall not use the Track in the form, or a form that is substantially similar to the form, in which it was delivered to the Licensee for any illegal copying, streaming, duplication, selling, lending, renting, hiring, broadcasting, uploading or downloading to any database, servers, computers, peer to peer sharing, or other file-sharing services, posting on websites, or distribution. Any individual artist, engineer, studio management, or other person working on the New Song may receive the Track file from the Licensee.
 - d. It is specifically forbidden for the Licensee to register the track and/or new song with any content identification system, service provider, music distributor, record label, or digital aggregator (for example TuneCore or CDBaby, and any other provider of user-generated content identification services). This limitation is made so that you won't be served with a copyright infringement takedown notice by someone else who also has a non-exclusive license to utilize the Track in a New Song. As a preventative measure to safeguard all parties involved in the New Song, the Licensor has previously tagged the Track for Content Identification (as that word is used in the Music Industry). Your permission to use the Track and/or New Song may be terminated without prior warning or payment to you if you violate this rule, in which case you are in breach of the provisions of this license.
 - e. With respect to the underlying composition in the Track as well as the master recording of the Track: (i) The parties acknowledge and agree that the New Song is a "derivative work" as that term is used in the United States Copyright Act; (ii) There is no intention by the parties to produce a joint work with respect to the Track and/or the New Song; and (iii) The Licensor has no intention of granting any rights

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in and/or to any other derivative works that may have been created by other third-party Licensees.

6. Ownership:

- a. The Licensor is and will continue to be the only owner and holder of all rights, titles, and interests in the Track, including all copyrights to and in the sound recording and the underlying musical compositions created and composed by Licensor. Nothing in this document will be construed as a transfer of any of the aforementioned rights by Licensor to Licensee. Under no circumstances is Licensee permitted to file or make an attempt to register the New Song and/or the Track with the U.S. Copyright Office. The aforementioned Licensee's exclusive right to register the New Song and/or the Track is stated above.
- b. Upon request, the Licensee shall sign, acknowledge, and send to the Licensor any further paperwork that the Licensor may judge necessary to prove and enforce the Licensor's rights. Additionally, the Licensee hereby grants to Licensor the right as attorney-in-fact to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents if Licensee shall fail to execute same within five (5) days after so requested by Licensor.
- c. To clarify, neither the master nor the sound recording rights to the New Song are yours. Based on the guidelines in this Agreement, you have been granted a license to utilize the Track in the New Song and to commercially exploit it. Notwithstanding the above, you do own the lyrics or other original musical components of the New Song that were written or composed solely by you.
- d. The Licensee and the Licensor hereby recognize 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 incorporated in the New Song:
 - Of the so-called "Publisher's Share" of the underlying composition, Licensor shall own, control, and manage Fifty Percent (50%) of it.
 - Licensee must simultaneously identify and register the Licensor's share and ownership interest in the composition to show that Licensor wrote and owns 50% of the composition in the New Song and as the owner of 50% of the Publisher's share of the New Song if Licensee wishes to register his or her interests and rights to the underlying composition of the New Song with their Performing Rights Organization ("PRO").
- d. By paying the License Fee to the Licensor and electronically accepting this Agreement's terms and conditions at such time, the Licensee shall be assumed to have signed, affirmed, and ratified its acceptance of the provisions of this Agreement.

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7. **Mechanical License:** If any selection or musical composition, or any portion thereof, recorded in the New Song under this agreement is written or composed by the Licensor, in whole or in part, alone or in collaboration with others, or is owned or controlled, in whole or in part, directly or indirectly, by the Licensor or any person, firm, or corporation in which the Licensor has a direct or indirect interest, then such selection and/or musical composition shall be referred to as a "Controlled Composition" in the following.

The Licensor hereby agrees to grant mechanical licenses to the Licensee for each Controlled Composition that is incorporated into the New Song, or to cause such licenses to be granted, as appropriate. 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.

8. **Song Credit:** In connection with the New Song recorded under this agreement, Licensee shall have the right to use and authorize others to use the Licensor's approved name, approved likeness, and other approved identification and biographical material about the Licensor solely for commercial and other unrestricted purposes. On all compact discs, records, music videos, and digital labels, as well as on any other record configuration manufactured in the future that embodies the New Song created hereunder, Licensee shall use best efforts to have Licensor credited as a "Licensor" and shall give Licensor appropriate production and songwriting credit, as well as on all cover liner notes, any records containing the New Song, and on the front and/or back cover of any album listing the New Song. The Licensee must make every effort to ensure that the Licensor is correctly credited. The Licensee must verify the authenticity of credits on all proofs and take all necessary steps to correct any errors. If the Licensee fails to give the credit to the Licensor, the Licensee is required to make a reasonable attempt to remedy the situation as soon as possible. This credit must be in the following substantial form: **"Produced by (LICENSOR_ALIAS)"**.

10. **Licensor's Option:** Within three (3) years of the date of this Agreement, the Licensor may choose to terminate this License at any time by giving writing notice to the Licensee. If the Licensor chooses to exercise this option, the Licensor will reimburse the Licensee for the license fee paid by the Licensee in an amount equal to 200 percent (200%) of that amount. The New Song must be removed from all physical and digital distribution channels as soon as the Licensor exercises the option, and Licensee must immediately stop allowing the general public to stream or download the New Song.

11. **Breach by Licensee:**

- a. The Licensee has five (5) business days to correct any alleged violations of this Agreement after receiving written notification from the Licensor and/or the Licensor's authorized agent. In the event that Licensee fails to correct the alleged violation within five (5) business days, Licensor may, in its sole discretion,

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terminate Licensee's rights under this Agreement due to Licensee's default of its responsibilities and breach.

- b. If Licensee uses the Track or New Song for commercial purposes without following the terms and conditions of this Agreement, Licensee will be held financially responsible to the Licensor for all sums paid, gathered, or received by Licensee or any third party acting on its behalf in connection with such unauthorized commercial exploitation of the Track and/or New Song.
- c. Licensee acknowledges and accepts that a breach or threatened breach of this Agreement by Licensee might result in irreparable harm to the Licensor, harm that would not be sufficiently made up for by monetary compensation. As a result, in the event that the Licensee violates or threatens to violate the terms of this Agreement, the Licensor may ask for and be granted a temporary restraining order as well as a preliminary injunction to prevent the Licensee from doing so. Nothing in this clause shall prevent the Licensor from seeking any additional legal or equitable relief from the breach or threatened breach, including but not limited to suing the Licensee for damages. If the Licensee violates any of the terms of this Agreement, the Licensor will be held liable for any fees, expenses, or damages incurred as a result. The Licensee is liable for court costs, legal fees, and reasonable attorney's fees.

11. Warranties, Representations, and Indemnification:

- a. Licensee acknowledges and agrees that Licensor has not made any representations or warranties that the Track will be suitable for the specific creative use or musical purpose that Licensee has in mind or desires. The Licensee is granted an "as is" license to use the Track, its sound recording, and the underlying musical composition without any implied warranties or conditions about its suitability for a particular use.
- b. (SAMPLES_DEFINITION)
- c. The parties to this agreement are required to hold the other party free, safe, and harmless from any and all claims, actions, demands, costs, liabilities, loss, damages, judgments, recoveries, charges, and expenses made by third parties that the non-defaulting party actually incurs; (including, without limitation, reasonable attorneys' fees), which may be made or paid, brought, or incurred by reason of any breach and or claim of breach of the warranties and representations hereunder by the defaulting party, their agents, successors, heirs, assigns and employees, which have been reduced to final judgment; provided that prior to final judgment, resulting from any breach of any representations or warranties of the defaulting party contained in this agreement or any failure by defaulting party to perform any obligations on its part to be performed hereunder 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.

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Miscellaneous: This Agreement is meant to be the whole expression of the parties' agreement and cannot be changed, modified, waived, or amended in whole or in part without a written document (email is adequate) and signatures from both parties. All past understandings between the parties, whether written or oral, are superseded by this agreement. If any part of this agreement is found to be void, invalid, or ineffective, that decision will not impact the remaining portions of the agreement, which will continue to operate as if the void, invalid, or ineffective portion had not been included. Before the Licensee notifies the Licensor in writing of its failure to perform and the failure has not been corrected within thirty (30) days of the service of such notice, or, if the breach is not reasonably capable of being cured within such thirty (30) day period, Licensor does not commence to remedy the breach within said time period, the Licensor shall not be deemed to have materially breached this Agreement. This agreement shall be governed by and interpreted in accordance with the laws of the **(State, Country the Licensor resides in at the time of purchase)** applicable to agreements entered into and wholly performed in said State, without regard to any conflict of laws principles. You hereby agree that the state or federal courts in the **(State, Country the Licensor resides in at the time of purchase)** shall have exclusive jurisdiction over and venue over any action, suit, or proceeding based upon any issue, claim, or controversy originating under or connected to this agreement. Other than what is expressly stated below, you will not be entitled to any money related to the Master(s). All notices under this agreement must be in writing and sent by certified or registered mail with return receipt requested (prepaid) to the respective addresses listed above or to any other address(es) that either party may designate. When received, such notices are regarded given. Any notice sent by mail will be considered received five (5) business days after it is delivered; notices sent by fast delivery service will be considered received two (2) business days after they are sent. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT AND THAT WE HAVE ADVISED YOU OF THE IMPORTANCE OF CONSULTING WITH AN INDEPENDENT ATTORNEY OF YOUR CHOICE TO REVIEW THIS AGREEMENT ON YOUR BEHALF. YOU AGREE THAT YOU HAVE HAD AN UNRESTRICTED CHANCE TO BE REPRESENTED BY AN INDEPENDENT ATTORNEY. You hereby warrant and represent that you will not attempt to use any failure or waiver to get an independent attorney as a reason to evade any duties under this agreement, to invalidate this agreement, or to render this agreement or any portion of it unenforceable. Each counterpart to this agreement that is executed will be treated as an original and together they will form one and the same legal document. In addition, a signed copy of this agreement transmitted by facsimile or scanned into an image file and transmitted via email shall, for all purposes, be treated as if it was delivered containing an original manual signature of the party whose signature appears thereon and shall be binding upon such party as though an originally signed document had been delivered. Notwithstanding the foregoing, in the event that you

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do not sign this Agreement, your acknowledgment that you have reviewed the terms and conditions of this Agreement and your payment of the License Fee shall serve as your signature and acceptance of the terms and conditions of this Agreement.