

## **Exclusive License Agreement**

### **Exclusive Lease – Beat License**

This License Agreement is made on Purchase Date by and between The Buyer (“Licensee”) and The Seller (“Licensor”). Licensor warrants that it controls the mechanical rights in and to the musical work composed (“Composition”) being sold to the Licensee as of and prior to the effective date.

The Licensee and Licensor have agreed to the following terms:

Track Outs Sent Within 3 business days if not available at the time of the purchase.

Exclusive rights allow the Licensee to use the Instrumental for unlimited commercial recordings or broadcasts. The Licensee has full rights to record, alter, mix the Instrumental in any shape, way or form (except reselling the Instrumental). The Licensee must give full credit to the Licensor as on all commercial recordings. The Licensor still owns copyright to the Instrumental but is no longer able to sell the composition.

### **Publishing**

ASCAP IPI # 817584020 – Songwriters/Composer: Th3rd Degree owns 30% publishing rights.

Displayed above and below is the information you will need to register your recordings with Performance Rights Organizations such as BMI, ASCAP, SESAC and distribution companies.

Licensee owns 70% of the publishing rights created to the beat.

Licensor owns 30% of the publishing rights created to the beat.

Licensor owns still 100% of the instrumental.

The licensee is required to share royalties for synchronization licenses (works that are placed on television shows, film, advertisements, video games, movie trailers, etc.).

### **Music Videos**

The Licensor hereby grants to Licensee an exclusive license to use the Master Recording in unlimited music videos.

### **Synchronization Rights**

100% Royalty Free Beats

The Licensor hereby grants synchronization rights for unlimited music videos streamed online (YouTube, Vimeo etc..) for unlimited monetized video streams.

The Licensor also grants the Licensee synchronization rights for unlimited monetized audio streams to sites like Spotify, Rhapsody etc..

### **Broadcast Rights**

The Licensor hereby grants to Licensee an exclusive license to broadcast or air the Master Recording on unlimited radio stations or through unlimited station channels, respectively.

### **Credit**

The licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats by acknowledging the relevant author in writing where possible and vocally otherwise. Where a project is commercially released and registered with a performance rights organization, Licensor shall be acknowledged as a Writer. Compensation

Payment for this License is non-refundable. If the Licensee fails to account to the Licensor, timely and complete the payments provided for hereunder, the Licensor shall have the right to terminate this License upon written notice to the Licensee. Such termination shall render the recording, manufacture and/or distribution of Recordings for which monies have not been paid subject to and actionable as

infringements under applicable law. Indemnification

Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

### **Miscellaneous**

1. The Licensor expressly forbids resale or other distribution of the Instrumental, either as they exist or any modification thereof. The Licensor can not sell, loan, rent, lease, assign, remix, rearrange, remove any melodies, instruments, drum programming or transfer rights under to another user (example – Record Label, another production company, another producer), or for use in any competitive product without written consent and or another license agreement.
2. Licensee must supply the Licensor with at least 1 copy of each final recording made using the Instrumental.
3. Licensee must include credits to Licensor on all physical media containing a portion or sum of the Instrumental that is being licensed in this agreement. Including but not limited to CD's, CD covers, Cassette tapes, Cards, Mixtapes, Websites, etc.
4. Licensee must contact and inform Licensor of CD sales if the Instrumental is used for commercial purposes with a record label with gross revenue of over \$1,000,000, the Licensor must receive credit for the Instrumental unless agreed upon otherwise by the two parties.
5. Written consent is required if the Instrumental is to be used for Radio Broadcast, Commercial Advertisement, Television Broadcast, Video Games, Internet, On-hold & In House Background Music, or film Soundtracks.