

Exclusive License Agreement

THIS LICENSE AGREEMENT is made on {CONTRACT_DATE} ("Effective Date") by and between {CUSTOMER_FULLNAME} (hereinafter referred to as the "Licensee") also, if applicable, professionally known as {CUSTOMER_ALIAS}, and {TRACK_OWNER_FULLNAME}. (hereinafter referred to as the "Licensor"). Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work entitled {TRACK_TITLE} ("Composition") .

Master Use

The Licensor hereby grants to Licensee an exclusive license (this "License") to record vocal synchronization to the Composition partly or in its entirety and substantially in its original form ("Master Recording").

For the avoidance of doubt, the Composition provided by Licensor to create the Master shall be solely retained and owned by Licensor as a pre-existing composition, and the composition made by Artist hereunder is a derivative.

Mechanical Rights

The Licensor hereby grants to Licensee an exclusive license to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disk, digital downloads, other miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, the "Recordings", and individually, a "Recordings") worldwide for unlimited copies of such Recordings or any combination of such Recordings.

Performance Rights

The Licensor hereby grants to Licensee an exclusive license to use the Master Recording in unlimited for-profit performances, shows, or concerts.

Broadcast Rights

The Licensor hereby grants to Licensee an exclusive license to broadcast or air the Master Recording in unlimited amounts of radio stations.

Synchronization

The Licensee may exploit and monetize from licensee's unique derived work(s) of composition for use on TV, Film, Video game or other synchronous projects. Licensee may represent other publishing owners of the original composition for exploitation and have full authority of granting non-exclusive license for synchronization use as long as credit and publishing information is provided to such agency.

Publishing & Royalties

- Publishing Rights: The Licensee shall have a fifty percent (50%) share of the publishing. The Licensor shall have a fifty percent (50%) share of the publishing.

- Mechanical Royalties: On the United States sales, Licensee will pay mechanical royalties at one hundred percent (100%) of the minimum statutory rate, subject to no cap of that rate for albums and/or EPs. For license outside the United States, the mechanical royalty rate will be the rate prevailing on an industry-wide basis in the country concerned on the date that this agreement has been entered into.

The Licensee agrees that he/she will register the Licenser's interest, on the Licenser's behalf, at the collection society in the Licensee's home territory to ensure that mechanical and performance royalties are collected throughout the world.

https://en.wikipedia.org/wiki/List_of_copyright_collection_societies

- Neighboring Rights

The Licenser shall have the right to receive neighboring rights income as a performer on the Master Recording directly from the applicable Collection Society.

The Licensee agrees that he/she will register the Licenser's interest on the Licenser's behalf with the collection society in the Licensee's home territory that administers neighboring rights income throughout the world.

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Credit

Licensee shall use best efforts to have Licenser credited as a "producer" and shall give Producer appropriate production and songwriting credit on all compact discs, record, music video, and digital labels or any other record configuration manufactured which is now known or created in the future that embodies the New Song created hereunder and 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 and other musician credits. Licensee shall use its best efforts to ensure that Licenser is properly credited and Licensee shall check all proofs for accuracy of credits, and shall use its best efforts to cure any mistakes regarding Licenser's credit. In the event of any failure by Licensee to issue credit to Licenser, Licensee must use reasonable efforts to correct any such failure immediately and on a prospective basis. Such credit shall be in substantial form: "Produced by KT Da Shade"

Consideration

In consideration for the rights granted under this agreement, Licensee shall pay to Licenser the sum of {TRACK_PRICE_WORD} US dollars (\${TRACK_PRICE}) and other good and valuable consideration, payable to "{TRACK_OWNER_FULLNAME}", receipt of which is hereby acknowledged. All licenses are non-refundable.

Indemnification

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

Audio Samples

3rd party sample clearance is the responsibility of the licensee.

Miscellaneous

If the Licensee fails to comply with any obligation hereunder the Producer shall have the right on notice to the Artist to terminate this license and all rights shall revert to the Producer. Such termination shall render any further exploitation by the Artist as an actionable infringement of copyright.

This license is non-transferable and is limited to the Composition specified above.

Governing Law

This Agreement shall be construed in accordance with the law of Japan.