

Premium License Agreement

This agreement made and entered into on %ORDER_DATE% ("Effective Date") serves as a legally binding contract between KT Da Shade (the "Producer" or "Licensor") and %CLIENT_NAME% ("Licensee"). This agreement grants the Licensee non-exclusive rights to the instrumental named "%BEAT NAME%" ("Beat").

This Agreement is issued solely in connection with and for Licensee's use of the Beat pursuant and subject to all terms and conditions set forth herein. All rights not specifically granted and set forth in this license are hereby reserved by the Licensor.

License Fee

The Licensee shall make payment of the License Fee to Licensor on the date of this Agreement. All rights granted to Licensee by Producer in the Beat are conditional upon Licensee's timely payment of the License Fee. The License Fee is a one-time payment for the rights granted to Licensee and this Agreement is not valid until the License Fee has been paid.

File Format and Delivery of the Beat

In accordance to this Premium License agreement, the licensee will receive the following files

- 320 Kbps MP3 File (untagged)
- 24bit 48khz WAV File (untagged)
- 32bit 48khz WAV Stems

All files will be sent to your email address in the form of download links. (please also check your promotions/spam folders)

Term

The Term of this Agreement shall be five (5) years and this license shall expire on the five (5) year anniversary of the Effective Date.

Use of the Beat

In consideration for Licensee's payment of the License Fee, the Licensor hereby grants Licensee a limited non-exclusive, non-transferable license and the right to incorporate, include and/or use the Beat in the preparation of one (1) "New Song." Licensee may create the New Song by recording his/her written lyrics over the Beat. The new song created by the Licensee which incorporates some or all of the Beat shall hereinafter be referred to as the "New Song".

This License grants Licensee a worldwide, non-exclusive license to use the Beat as incorporated in the New Song in the manners and for the purposes expressly provided for herein, subject to the sale restrictions, limitations and prohibited uses stated in this Agreement.

Licensee acknowledges and agrees that any and all rights granted to Licensee in the Beat pursuant to this Agreement are on a non-exclusive basis and Licensor shall continue to

license the Beat upon the same or similar terms and conditions as this Agreement to other potential third-party licensees.

The Licensee shall provide the Licensor with two (2) copies of the completed Record within thirty (30) days after manufacture of any Record embodying the Masters. If the record is solely available in digital format, the Licensee shall provide the Licensor with a digital copy via email.

Restrictions on the Use of the Beat

The rights granted to Licensee are NON-TRANSFERABLE and that Licensee may not transfer or assign any of its rights hereunder to any third-party.

Licensee is not allowed to modify the arrangement, tempo, or pitch of the Beat in preparation of the New Song for public release. Licensee is not allowed to add new instrumentation to the beat or modify the Beat.

The Licensee shall not have the right to license or sublicense any use of the Beat or of the New Song, in whole or in part, for any so-called "samples".

Licensee shall not engage in any unlawful copying, streaming, duplicating, 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 of the Beat in the form, or a substantially similar form, as delivered to Licensee. Licensee may send the Beat file to any individual musician, engineer, studio manager or other people who are working on the New Song.

THE LICENSEE IS EXPRESSLY PROHIBITED FROM REGISTERING THE BEAT 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). The purpose of this restriction is to prevent you from receiving a copyright infringement takedown notice from a third party who also received a non-exclusive license to use the Beat in a New Song. The Beat has already been tagged for Content Identification (as that term is used in the music industry) by Producer as a pre-emptive measure to protect all interested parties in the New Song. If you do not adhere to this policy, you are in violation of the terms of this License and your license to use the Beat and/or New Song may be revoked without notice or compensation to you.

As applicable to both the underlying composition in the Beat and to the master recording of the Beat: (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) As applicable to the Beat and/or the New Song, there is no intention by the parties to create a joint work; and (iii) There is no intention by the Licensor to grant any rights in and/or to any other derivative works that may have been created by other third-party licensees.

Mechanical Rights

The Licensor hereby grants to Licensee a non-exclusive license to use the New Song 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 "Recording") worldwide for up to the pressing or selling a total of Ten Thousand (10,000) copies of such Recordings or any combination of such Recordings.

Additionally, licensee shall be permitted to distribute unlimited free internet downloads or streams for non-profit and non-commercial use. This license allows up to Five Hundred Thousand (500,000) monetized audio streams to sites like Spotify, RDIO, Rhapsody but not eligible for monetization on YouTube.

Performance Rights

The Licensor hereby grants to Licensee a non-exclusive License to use the Beat within the New Song in unlimited non-profit or paid performances, shows, or concerts.

Synchronization Rights

The Licensor hereby grants limited synchronization rights for One (1) music video containing the Beat as used within the New Song to be streamed online (YouTube, Vimeo, etc.) for up to Five Hundred Thousand (500,000) non-monetized video streams on all total sites. A separate synchronization license will need to be purchased for distribution of video on Television, Film or Video game.

Broadcast Rights

The Licensor hereby grants to Licensee broadcasting rights up to Two (5) Radio Stations.

Ownership

The Licensor is and shall remain the sole owner and holder of all right, title, and interest in the Beat, including all copyrights to and in the sound recording and the underlying musical compositions written and composed by Licensor. Nothing contained herein shall constitute an assignment by Licensor to Licensee of any of the foregoing rights. Licensee may not, under any circumstances, register or attempt to register the New Song and/or the Beat with the U.S. Copyright Office. The aforementioned right to register the New Song and/or the Beat shall be strictly limited to Licensor. Licensee will, upon request, execute, acknowledge and deliver to Licensor such additional documents as Licensor may deem necessary to evidence and effectuate Licensor's rights hereunder, and 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.

For the avoidance of doubt, you do not own the master or the sound recording rights in the New Song. You have been licensed the right to use the Beat in the New Song and to commercially exploit the New Song based on the terms and conditions of this Agreement.

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.

Writer's Share and Publishing Share

With respect to the publishing rights and ownership of the underlying composition embodied in the New Song, the Licensee and the Licensor hereby acknowledge and agree that the underlying composition shall be owned/split between them as follows:

- Licensee shall own and control Fifty Percent (50%) of the so-called "Writer's Share" of the underlying composition. Specifically, the Lyrics.
- Licensor shall own and control Fifty Percent (50%) of the so-called "Writer's Share" of the underlying composition. Specifically, the Music.
- Licensor shall own, control, and administer Fifty Percent (50%) of the so-called "Publisher's Share" of the underlying composition embodied in the New Song.

Credit

Licensee shall have the right to use and permit others to use Licensor's ("Producer") approved name, approved likeness, and other approved identification and approved biographical material concerning the Producer solely for purposes of trade and otherwise without restriction solely in connection with the New Song recorded hereunder. Licensee shall use best efforts to have Producer 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 Producer is properly credited and Licensee shall check all proofs for accuracy of credits, and shall use its best efforts to cure any mistakes regarding Producer's credit. In the event of any failure by Licensee to issue credit to Producer, 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"

The Producer reserves the right to keep an audio signature at the beginning of all non-exclusive instrumentals.

Audio Samples

3rd party sample clearance is the responsibility of the Licensee. Licensee will contact Licensor via email anytime before publishing the New Song to inquire about any possible samples used in the Beat that may require clearance.

Breach by Licensee

Licensee shall have five (5) business days from its receipt of written notice by Licensor and/or Licensor's authorized representative to cure any alleged breach of this Agreement by Licensee. Licensee's failure to cure the alleged breach within five (5) business days shall result in Licensee's default of its obligations, its breach of this Agreement, and at Licensor's sole discretion, the termination of Licensee's rights hereunder.

If Licensee engages in the commercial exploitation and/or sale of the Beat or New Song outside of the manner and amount expressly provided for in this Agreement, Licensee shall be liable to Licensor for monetary damages in an amount equal to any and all monies paid, collected by, or received by Licensee, or any third party on its behalf, in connection with such unauthorized commercial exploitation of the Beat and/or New Song.

Licensee recognizes and agrees that a breach or threatened breach of this Agreement by Licensee gives rise to irreparable injury to Licensor, which may not be adequately compensated by damages. Accordingly, in the event of a breach or threatened breach by the Licensee of the provisions of this Agreement, Licensor may seek and shall be entitled to a temporary restraining order and preliminary injunction restraining the Licensee from violating the provisions of this Agreement. Nothing herein shall prohibit Licensor from pursuing any other available legal or equitable remedy from such breach or threatened breach, including but not limited to the recovery of damages from the Licensee. The Licensee shall be responsible for all costs, expenses or damages that Licensor incurs as a result of any violation by the Licensee of any provision of this Agreement. Licensee' obligation shall include court costs, litigation expenses, and reasonable attorneys' fees.

Miscellaneous

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and cannot be altered, modified, amended or waived, in whole or in part, except by written instrument (email being sufficient) signed by both parties hereto.

This license is non-transferable and is limited to the Beat specified above, and shall be binding upon both the Licensor and the Licensee and their respective successors, assigns, and legal representatives.

Governing Law

This License is governed by and shall be construed under the law of Japan, without regard to the conflicts of laws principles thereof.