

NONEXCLUSIVE MUSIC SYNCHRONIZATION LICENSE AGREEMENT is made on **{CONTRACT_DATE}**
("Effective Date")

The Producer **{TRACK_OWNER_FULLNAME}**, professionally known as **{PRODUCER_ALIAS}**, (hereinafter referred to as the "Seller") in accordance with the terms stated in this agreement gives **{CUSTOMER_FULLNAME}**, also known as **{CUSTOMER_ALIAS}**, (Hereinafter referred to as the "Buyer") the nonexclusive rights of use of the Master Recording of the instrumental/song **{TRACK_TITLE}** (Hereinafter referred to as the "Original Instrumental Composition") purchased from the Seller. Buyer agrees to pay **{TRACK_PRICE_WORD}** US Dollars (**-\${TRACK_PRICE}**).

The Licensee and Licensor have agreed to the following terms:

Synchronization Rights

1. Buyer has the worldwide, nontransferable right for the non-exclusive synchronization of the Original Instrumental Composition for the as background music for internet video content specifically created for video sharing sites such as YouTube, Vimeo, DailyMotion, etc. The is no limit to the amount of uses the Buyer can use the Original Instrumental Composition in this format.
1. Buyer has the worldwide, nontransferable right for the non-exclusive synchronization of the Original Instrumental Composition for the as background music for audio/video content specifically created as a podcast. The is no limit to the amount of uses the Buyer can use the Original Instrumental Composition in this format.
1. Use of the Seller's compositions in isolation (without synchronization of internet video or audio/video podcast) is not permitted.

Ownership

1. The Seller maintains 100% full rights (copyright, publishing and ownership) of the Composition, and can continue to sell it non-exclusively and/or exclusively.
1. The Buyer cannot resell, lease, share, give away, or license any compositions to another user. The Buyer understands that The Seller maintains 100% copyright and ownership of the Original Instrumental Composition that is being licensed in this agreement.

Mechanical Rights

1. The Buyer has the right to a copy of a mp3 recording of the Original Instrumental Composition.

Broadcast Rights

1. The Buyer has no broadcasting rights for the recording created using the Original Instrumental Composition. The recording created using the Original Instrumental Composition cannot be played on any radio stations.

Publishing and Royalties

1. The License expressly FORBIDS the publishing of the recording created using the Original Instrumental Composition with B.M.I., ASCAP, or any other public performance organizations (otherwise known as PROs)
1. Seller shall not receive any royalties for the Buyer's use of in Original Instrumental Composition internet video or audio/video podcasts. The Seller is only required to receive publishing and royalties for synchronization licenses for traditional media content (works that are placed on television shows, film, advertisements, video games, movie trailers, etc.).
1. Buyer must contact and inform Seller if the content created using the Original Instrumental Composition is used for commercial purposes (i.e. in conjunction with a company with gross revenue of over \$50,000), the Seller must receive credit for the Original Instrumental Composition, unless agreed upon otherwise by the Buyer and the Seller.

Credit

1. The Seller must be credited as the producer either audibly or in the description of the Buyers audio/video content. Suggested text is the following:

Music provided by Nizzereo
www.nizzereomusic.com
Instagram: Nizzereo
Twitter: Nizzereo

Sampling

1. The Buyer understands and agrees that the Original Instrumental(s) Composition that is being licensed in this agreement may contain unapproved samples. The Buyer also understands that they are responsible for clearing all samples that the Seller cannot and will not be held liable.

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.

Term

Executed by the Licensor and the Licensee, this License agreement is to be effective as for all purposes as of the Effective Date for a period of five (5) years. In the event that an exclusive license is sold by Licensor to the Composition, the terms of this agreement shall be upheld.

Indemnification

The Buyer 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

This License is non-transferable and is limited to the Composition specified, constitutes the entire agreement between the Seller and the Buyer relating to the Composition, and shall be binding upon both Seller and Buyer and their respective successors, assigns, and legal representatives.

Governing Law

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

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