

NONEXCLUSIVE BEAT LICENSE AGREEMENT is made on %MFS\_ORDER\_DATE% ("Effective Date")

The Producer "Nizzereo" (hereinafter referred to as the "Seller") in accordance with the terms stated in this agreement gives %MFS\_CLIENT\_NAME% (Hereinafter referred to as the "Buyer") the nonexclusive rights of use of the Master Recording of the beat %MFS\_BEAT\_NAME% (Hereinafter referred to as the "Original Instrumental Composition") purchased from the Seller. Buyer agrees to pay twenty-five US dollars (\$25).

The Licensee and Licensors have agreed to the following terms:

### **Master Use**

1. Buyer has the worldwide, nontransferable right for the non-exclusive use of the Original Instrumental Composition for the creation of one commercial recording
2. Use of the Seller's compositions in isolation (without synchronization of vocal performance) 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.
2. The Buyer cannot resell, lease 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.

The Licensors maintain 100% full rights (copyright, publishing and ownership) of the Composition, and can continue to sell it non-exclusively and/or exclusively. The Licensee has neither the right nor authority to sell or license the rights to the Composition whether in whole or part to any other party. In the event another party purchases exclusive rights to the Composition from the Licensors, the Licensee will retain non-exclusive rights under the limitations listed in this agreement and until these terms have been fulfilled.

### **Mechanical Rights**

1. The Buyer has the right to a copy of a tagged mp3 recording of the Original Instrumental Composition.
2. The Buyer has the right to distribute the commercial recording created using the Original Instrumental Composition as a demo.
3. The Buyer has the right to sell up to 5,000 (5,000) copies of the recording created using the Original Instrumental Composition. The Buyer must acquire a new license once

5,000 copies of the recording created using the Original Instrumental Composition are sold.

4. The Buyer has the right to up to a culminated total of Five Hundred Thousand (500,000) monetized audio streams on sites like Spotify, Pandora, Rhapsody, etc. The Buyer must acquire a new license once Five Hundred Thousand (500,000) monetized audio streams of the recording created using the Original Instrumental Composition are reached.
5. The Buyer has the right to up to a culminated total of Five Hundred Thousand (500,000) non-monetized video streams of the recording created using the Original Instrumental Composition on sites such as YouTube, Vimeo, etc. The Buyer must acquire a new license once Five Hundred Thousand (500,000) non-monetized video streams of the recording created using the Original Instrumental Composition.

The Licensors hereby grants to Licensee a non-exclusive License to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disks, internet downloads, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, "Recordings") worldwide for up to the pressing or selling a total of 5000 copies of such Recordings or any combination of such Recordings. Additionally, Licensors shall be permitted to distribute 10000 internet downloads for non-profit and non-commercial use.

### **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.
2. If the Buyer want to receive radio play they must purchase a new license

### **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)
2. Seller shall receive 4% of the sales price of each unit sold that is in excess of 5,000 units. Buyer must contact and inform Seller if 5,000 units are sold so Seller can start receiving royalties.
3. Buyer must contact and inform Seller of CD sales if the Original Instrumental Composition is used for commercial purposes (i.e. with a record label with gross revenue of over \$1,000), the Seller must receive credit for the Original Instrumental Composition, unless agreed upon otherwise by the two parties.
4. The Licensee is entitled to keep 100% of all royalties and publishing that is generated from sales of the Master Recording on digital retailers (such as iTunes), through physical sales (such as Compact Disks) and on online streaming services (such as Spotify).

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

### **Performance Rights**

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in unlimited non-profit performances, shows, or concerts.

The Licensee is also permitted to use the Master Recording in unlimited for-profit performances. The Licensee can earn up to one thousand (\$1,000) US Dollars in compensation or ticket sales using the Master Recording in said performances.

#### **Music Videos**

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in 1 music video.

### **Synchronization Rights**

The Licensor hereby grants to Licensee a non-exclusive License to copy, perform, edit and/or loop portions of, record on film, video, digital animations, and video games (collectively, "Projects") and use the Master Recording in synchronization or timed relation with the productions in one (1) Projects.

### **Credit**

1. The "Nizzereo" tag must be placed near the beginning of the commercial recording at an audible level (preferably the level as the lead vocal track).
2. The Seller must be credited as the producer in the title of the Seller's compositions. It must be stylized as one of the following:

(Prod. by Nizzereo)

or

(Produced by Nizzereo)

3. Buyer must include, on all productions, the Seller's name credited as the producer and or composer. Buyer agrees to display this statement on all physical and/or digital media containing a portion or sum of the Original Instrumental Composition that is being licensed in this agreement. Including but not limited to CD's, CD covers, mp3s, Cassette tapes, Cards, etc.

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 organisation, Licensor shall be acknowledged as a Writer.

### **Sampling**

1. The Buyer understands and agrees that the Original Instrumental(s) Composition that is being licensed in this agreement is purchased as a "Work Made for Hire" and 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.

The Licensee agrees that the Composition is purchased as a "Work Made for Hire" whereby the clearing of any sampled materials is the responsibility of Licensee.

### **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.