

PREMIUM EXCLUSIVE BEAT LICENSE AGREEMENT is made on **%MFS_ORDER_DATE%** ("Effective Date")

The Producer Jordan "Nizzereo" Hopkins (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 exclusive 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 the negotiated amount.

The Licensee and Licensor 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.
3. The Buyer has the right to the use of an untagged tagged WAV copy of recording of the Original Instrumental Composition and a mp3 copy of "Nizzereo" tag.
4. The Buyer has the right to the use of WAV stems of all sounds used in the Original Instrumental Composition.
5. The Buyer or any other party can mix, rearrange, remove or add sounds, instruments, drum programming to Original Instrumental Composition. ALL changes to the Original Instrumental Composition must be approved by the Seller.
6. The Buyer and any other party CANNOT sell, loan, rent, lease, assign, transfer all OR any of the products sold or their rights under the Seller to another user (example - Record Label, another production company, any other third party) or for use in any competitive product without written consent and or another license agreement

Ownership

1. The Seller maintains 100% full rights (copyright, publishing and ownership) of the Original Instrumental Composition
2. The Seller hold 50% of rights (copyright, publishing and ownership) to the commercial recording created using the Original Instrumental Composition
3. The Buyer cannot resell, lease or license any compositions to any third party. The Buyer understands that The Seller maintains 100% copyright and ownership of the Original Instrumental Composition that is being licensed for exclusive use in this agreement.

Mechanical Rights

1. The Buyer has the right to distribute the commercial recording created using the Original Instrumental Composition as a commercial recording.
2. The Buyer has the right to sell an unlimited number of copies of the recording created using the Original Instrumental Composition.
3. The Buyer has the right to unlimited monetized audio streams on sites like Spotify, Pandora, Rhapsody, etc.
4. The Buyer has the right to unlimited monetized video streams of the recording created using the Original Instrumental Composition on sites such as YouTube, Vimeo, etc.

Broadcast Rights

1. The Buyer has unlimited broadcasting rights for the recording created using the Original Instrumental Composition. The recording created using the Original Instrumental Composition can be played on an unlimited number of radio stations.

Publishing and Royalties

1. The License grants 50% publishing rights to the Buyer 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 one million (1,000,000) units. Buyer must contact and inform Seller if 1,000,000 units are sold so Seller can start receiving royalties.
3. Seller must be contacted for permission of use of the commercial recording created with the Original Instrumental Composition if it is to be used on a project (album, mixtape, EP, Single, Compilation) that a record label with gross revenue of over \$1,000 is involved.

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

1. 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. If used, the "Nizzereo" tag should be placed near the beginning of the commercial recording at an audible level (preferably the level as the lead vocal track).
2. 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.

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.

Compensation

1. 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

1. Executed by the Seller and the Buyer, this License agreement is to be effective as for all purposes as of the Effective Date for a period of ten (10) years. In the event that an exclusive license is sold by Seller to the Composition, the terms of this agreement shall be upheld.

Indemnification

1. The Buyer agrees to indemnify and hold Seller 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. 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

1. 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.