**License Preview**

This Non-Exclusive Limited License Agreement (the "Agreement"), having been made on and effective as of date of transaction (the "Effective Date") by and between Producer Name p/k/a Beatdeli Global (the "Producer" or "Licensor"); and Licensee residing at [N/A] ("You" or "Licensee"), sets forth the terms and conditions of the Licensee's use, and the rights granted in, the Producer's instrumental music file entitled The Beat Title (Contract Preview Only) (the "Beat") in consideration for Licensee's payment of $50.00 USD (the "License Fee"), on a so-called "Limited License" basis.

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.

**1.** **License Fee:** Producer's receipt of a **$50.00** licensee fee (the "Limited License Fee") from you is a precondition to this Limited License Agreement. The licensee shall be deemed to have signed, affirmed and ratified its acceptance of the terms of this Agreement by virtue of its payment of the License Fee to Licensor and its electronic acceptance of its terms and conditions at the time Licensee made payment of the License Fee.

**2.** **Delivery of the Beat:** Following receipt of the Limited License Fee and execution of this Limited License Agreement, Producer will email a link to the Beat in 24-bit/44.1k WAV and 320kbps MP3 file format to the email address you provided to Producer or MP3 File direct download after payment.

**3.** **Term:** The Term of this Limited License agreement shall be ten (10) years and this license shall expire on the ten (10) year anniversary of the Effective Date (unless terminated earlier pursuant to the terms of this Agreement).

**4.** **Use of the Beat:**

a. **Non-Exclusive**. The Beat is being licensed to you on a non-exclusive basis, which means for example without limitation that Producer may continue to exploit the Beat and/or license it to other third parties.

b. **Making One New Song** . You will have a limited, non-exclusive, nontransferable license to create one (1) new, substantially different (i.e., with substantial unique addition) derivative musical composition (the "New Composition") and one (1) new derivative master recording (the "New Recording") incorporating the Beat. For example, you may choose to record your own topline vocals over the Beat, and/or incorporate all or portions/samples of the Beat into the instrumental music of a New Composition and New Recording. You will have the right to modify the arrangement, tempo, duration, and/or pitch of the Beat in preparation of the New Composition and New Recording. You will not have the right to sublicense the New Composition and/or New Recording to third parties (e.g., you may not permit anyone to "sample" your New Recording in a subsequent master recording). The producer must be contacted immediately by e-mail (support@beatdeli.com), if you plan on releasing or licensing the New Composition and / or New Recording to third parties (e.g. music labels). **You will not have the right to reverse engineer / "reverse-produce"/ make an interpolation and wrongfully copy, adapt, or distribute derivative audiovisual works of the beat with the intention to avoid basic copyright laws and / or the license terms mentioned on this License Agreement. Doing so constitutes copyright infringement and the aforementioned material would be treated as a pirated product subject for a takedown on all platforms.**

c. **For Sale and Streaming**. You may exploit and/or permit exploitation of the New Composition and New Recording in non-paid and/or paid uses---e.g., where people don't have to pay to listen to and/or download it, and where they do. For example, you may release the New Recording for free download, include it on a free mixtape or free compilation of music, or release it on non-monetized digital streaming service (such as SoundCloud); and you may also sell physical copies of it (e.g., on CD), or release it for sale on a digital service platform (such as iTunes or Amazon Music), or release it on a monetized digital streaming service (such as Spotify or Apple Music). Before uploading the New Composition and New Recording to such services, the licensee must be clear of the royalty terms and instructions provided by the clause 5. on this license contract.

d. **Public Performances**. You may perform the New Recording (and/or underlying New Composition) publicly (for example, in a live concert performance, at a festival, or in a nightclub), and even if people are paying to see you perform. Any recording of a live performance of the New Composition shall be subject to the same terms of this Limited License Agreement (i.e., and would qualify as a New Recording hereunder).

e. **No Radio.** You may not pitch, submit or permit the pitching or submission of the New Composition and New Recording for performance on terrestrial, satellite, or internet radio (e.g., over-the-air radio, Sirius XM, Pandora, etc.)---any such use would require your purchase of an Unlimited License in connection with the Beat.

f. **One Video**. You may synchronize (use) the New Composition and New Recording in one (1) audiovisual work ("Video"). The duration of the Video can't exceed the longer of: (i) five (5) minutes; and (ii) the duration of the New Composition as embodied on the New Recording. The Video can't be used to promote any third-party product or service---it can only be used to promote the New Composition and New Recording. You may exploit the Video only on free-access internet video platforms (e.g., YouTube, Vimeo, Instagram, Facebook, and/or Vevo), and you may not monetize the Video (on those platforms or otherwise). The description of the Video on such video platforms must include credit to DVinc of Beatdeli Global as producer. You may not license or permit the Video to be broadcast on television networks, or to be otherwise licensed to third parties. For the avoidance of doubt, the New Composition and/or New Recording (and/or Beat) may not be synchronized with or incorporated in any other audiovisual work---for example without limitation, in any commercial, television show, film, or video game.

g. **Youtube Monetization / CONTENT ID**. With Limited License you may not monetize the New Composition and New Recording on Youtube (only the "Unlimited" license type allows you to monetize the New Compositions and New Recording on Youtube and keep 100% of the monetization revenue. Please contact the producer for license upgrade instructions: support@beatdeli.com). You might receive a claim from the Producer's automatic Content ID service. 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. This process is automatic, requires no action from the licensee and does not intervene with the video itself. The purpose of this is to prevent you from receiving a copyright infringement take down notice from a third party who also received a non-exclusive license to use the Beat in a New Song.

**THE LICENSEE IS EXPRESSLY PROHIBITED FROM REGISTERING THE BEAT AND/OR NEW SONG WITH ANY CONTENT IDENTIFICATION (Content ID / Youtube Sync / Youtube Money) SYSTEM.** (For example: the optional Content ID / Youtube Money option provided by TuneCore, CDBaby and DistroKid, and any other record label- or user-generated content identification service). 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.

h. **5,000 Copy/100,000 Stream Cap**. Your rights to exploit a New Composition and New Recording are subject to a maximum aggregate number of one hundred thousand (100,000) streams and five thousand (5,000) copies (physical, or digital downloads), across all services and platforms (for illustrative example, if the Video had 100,000 plays on YouTube and the New Recording had 100,001 streams on SoundCloud, that would be a breach of this paragraph). If you are approaching the foregoing cap on your rights to use the Beat, New Composition, and New Recording, you must either remove the New Composition and New Recording from all platforms, or you must purchase a new higher-level license of the Beat from Producer (e.g., an Unlimited License), before exceeding the foregoing cap.

i. **No Direct Use of the Beat.** For the avoidance of doubt, you are not getting any right to exploit the Beat directly, only to create and exploit a New Composition and New Recording that incorporates the Beat along with sufficient new and unique material to distinguish the New Composition and New Recording from and not directly compete with the Beat. **Additionally, you will not have the right to reverse engineer / "reverse-produce"/ make an interpolation and wrongfully copy, adapt, or distribute derivative audiovisual works of the beat with the intention to avoid basic copyright laws and / or the license terms mentioned on this License Agreement.** Doing so constitutes copyright infringement and the aforementioned material would be treated as a pirated product subject for a takedown on all platforms.

**5.** **PRO (Performing Rights Organization) Registration:** Producer has written and composed the Beat, which is commonly treated as one-half of the total songwriting on a musical composition (and you agree that Producer retains a 50% ownership of the copyright in the New Composition and the right to register the New Composition with relevant performance rights organizations (e.g., ASCAP, BMI, etc.)). With respect to the publishing rights and ownership of the underlying composition embodied in the New Song, the Licensee, and the Producer hereby acknowledge and agree that the underlying composition shall be owned/split between them as follows:

* **Licensee** , owns **50%** of the writers share
* **Licensor (IPI# 1205373487)**, owns **50%** of the writers share, -**Producer (IPI# 1205373487** shall own, control, and administer Fifty Percent (50%) of the so-called "Publisher's Share" of the underlying composition,

In the event that Licensee wishes to register his/her interests and rights to the underlying composition of the New Song with their Performing Rights Organization ("PRO"), Licensee must simultaneously identify and register the Producer's share and ownership interest in the composition to indicate that Producer wrote and owns 50% of the composition in the New Song and as the owner of 50% of the Publisher's share of the New Recording, with the registration details mentioned above. The Licensee must also send the Producer by email (dvinc@beatdeli.com) all the necessary information regarding the registration of the New Recording, such as the full title, artist name and release date of the New Recording that is being registered. The IPI numbers, full names and corresponding PRO organizations of the writers involved in the New Recording must also be added to this email.

**6.** **SoundExchange Registration:** You agree that if/when you register the New Recording with SoundExchange and comparable foreign collectors of master recording public performance royalties, you will direct the same (e.g., by a letter of direction) to pay to Producer twenty-five percent (25%) of any and all public performance royalties collected.

**7. Royalties:** In addition to the Limited License license Fee, you agree to pay the following royalties to Producer, either by directing the distributor of your records to do so (i.e., your record label, or the digital distribution company you use, e.g., DistroKid), or by doing so yourself ( via Producer banking information that may be provided upon emailed request):

a. \*\*Producer Royalties, Mechanical and Master Recording Royalties:\*\*For Producer's production of the Beat you intend to use in the New Recording, you agree to pay Producer 50% of everything you make from the New Recording. When a copy of a master recording like the New Recording is sold (either on a CD, or when someone buys it on a service like iTunes) or streamed (e.g., on a service like Apple Music or Spotify), copyright law requires that the songwriters get paid a royalty called a mechanical royalty. You agree to make sure that Producer is paid mechanical royalties for Producer's 50% songwriting share of the New Composition, at the minimum statutory rate.

**8.** **Credit:** You will have the right to use and permit others to use Producer's approved name "Dvinc" for purposes of the New Recording and "Dvinc" for purposes of the New Composition, but solely in connection with uses of the New Composition and New Recording permitted hereunder. You will use best efforts to have Producer credited as a "producer" of the New Recording (e.g., "**Produced by Dvinc of Beatdeli Global** ") and co-writer / composer of the New Composition (e.g., "**Co-written / composed by Detrick ‘Dvinc’ Gentry** [and other co-writers / composers])" in any and all metadata (for example on Spotify, Itunes and other streaming platforms), liner notes, and/or other customary place for such credits in connection with all exploitations of the New Recording and/or New Composition (as applicable), and in a manner no less favorable to Producer than credit accorded to any other producer or songwriter of the master recordings and musical compositions (respectively) bundled with the New Recording and/or New Composition. In the event of any failure to have Producer properly credited, you will use reasonable efforts to cure such failure immediately on a prospective basis.

**9.** **Ownership:** The Producer 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 Producer. Nothing contained herein shall constitute an assignment by Producer to Licensee of any of the foregoing rights. You may not register or attempt to register (or permit the registration or attempted registration) of the Beat with the Copyright Office of your country of residence. You may own a copyright to the extent of your contributions embodied in the New Song and New Recording (e.g., your topline lyrics, melody, and/or other new instrumental elements), but any registration or claim of copyright as to the New Song and/or New Recording must be as a derivative work disclaiming any ownership to the copyright(s) in the Beat. For the avoidance of doubt, there is no intention of the parties for the New Composition and/or New Recording to constitute a joint work for purposes of copyright law, and Producer does not herein grant to you any rights in or to any other derivative works that may have been or may yet be created by third parties based on the Beat. Producer reserves to itself any and all rights in and to the Beat not expressly granted to you herein. You will, upon request, execute, acknowledge and deliver to Producer such additional documents as Producer may deem necessary to evidence and effectuate Producer's rights hereunder, and you hereby grant to Producer the right as attorney-in-fact to execute, acknowledge, deliver and record in the Copyright Office of your country of your residence or elsewhere any and all such documents if you fail to execute same within five (5) days after so requested by Producer.

**10.** **Breach by You:**

a. If you fail to cure any breach of this Limited License Agreement within five (5) business days of Producer providing you with written notice of a breach, Producer will have the right to immediately terminate this Limited License Agreement, and if Producer notifies you of such termination, you will have no further right to use the Beat in the New Composition, New Recording, and/or Video (and you must immediately cause them to be no longer available to the public).

b. If you use the Beat, New Composition, New Recording, and/or any Video in a manner not expressly permitted in this Limited License Agreement, you agree to pay Producer any and all amounts previously or thereafter collected, received, or credited to you or any third party in connection with such exploitation of the Beat, New Composition, New Recording, and/or Video (as applicable).

c. You recognize and agree that a breach or threatened breach by you of this Limited License Agreement could cause irreparable injury to Producer, which may not be adequately compensated by monetary damages. Accordingly, in the event of a breach or threatened breach by you, Producer shall be entitled to a temporary restraining order and preliminary injunction restraining you from violating the provisions of this Limited License Agreement.

d. Nothing herein shall prohibit Producer from pursuing any other available legal or equitable remedy in connection with breach or threatened breach of this Limited License Agreement, including but not limited to the recovery of monetary damages from you.

**11.** **Licensor's Option:** Licensor shall have the option, at Licensor's sole discretion, to terminate this License at any time within three (3) years of the date of this Agreement upon written notice to Licensee. In the event that Licensor exercises this option, Licensor shall pay to Licensee a sum equal to One Hundred Percent (100%) of the License Fee paid by Licensee. Upon Licensor's exercise of the option, Licensee must immediately remove the New Song from any and all digital and physical distribution channels and must immediately cease access to any streams and/or downloads of the New Song by the general public. Notwithstanding the foregoing, we agree that any exercise of our option pursuant to this clause 11 shall not be negligent and shall only be as a sanction for a breach of contract by the licensee.

**12.** **Representations, Warranties, and Indemnification:**

a. Producer represents and warrants that Producer has the full right and ability to enter into this Limited License Agreement and grant those rights granted herein. Producer warrants that the exploitations of the Beat permitted hereunder will not infringe upon or violate any common law or statutory right of any person, firm, or corporation; including, without limitation, contractual rights, copyrights, and right(s) of privacy and publicity and will not constitute libel and/or slander.

b. You represent and warrant that exploitation of the New Composition and/or New Recording hereunder will not infringe upon or violate any common law or statutory right of any person, firm, or corporation; including, without limitation, contractual rights, copyrights, and right(s) of privacy and publicity and will not constitute libel and/or slander. Just to be clear, Producer takes no responsibility whatsoever as to any elements added to the New Composition and/or New Recording by Licensee or any third party, and Licensee indemnifies and holds Producer harmless for any and all such elements.

c. Parties hereto shall indemnify and hold each other harmless from any and all third party claims, liabilities, costs, losses, damages, judgments, costs, and expenses as are actually incurred by the non-defaulting party (including, without limitation, reasonable attorneys' fees) arising in connection with any breach or claim of breach of this Limited License Agreement by the defaulting party, their agents, heirs, successors, assigns and employees, which have been reduced to final judgment or settled with the defaulting party's consent. The non-defaulting party shall give the defaulting party prompt written notice of all claims giving rise to indemnification obligations hereunder, and the defaulting party shall have the right to participate in the defense of such claims with counsel of its choice at its sole expense.

**13.** **Miscellaneous:** In no event shall Artist be entitled to seek injunctive or any other equitable relief for any breach or non-compliance with any provision of this Limited License Agreement. This Limited License Agreement constitutes the entire understanding of the parties and cannot be changed or waived, in whole or in part, except in writing signed by both parties hereto. This Limited License Agreement supersedes all prior agreements between the parties, whether oral or written. Should any provision of this Limited License Agreement be held to be void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Limited License Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. No failure by Producer hereto to perform any of its obligations hereunder shall be deemed a material breach of this agreement until you give Producer written notice of its failure to perform, and such failure has not been corrected within thirty (30) days of notice (or, if such breach is not reasonably capable of being cured that quickly, Producer does not commence to cure such breach within said time period, and proceed with reasonable diligence thereafter). This agreement shall be governed by and interpreted in accordance with the laws of the United States of America applicable to agreements entered into and wholly performed in said Country, without regard to any conflict of laws principles. You hereby agree that the exclusive jurisdiction and venue for any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be in the state or federal courts located in the Houston,TX. You don't have the right to make any money off the Beat, the New Composition, or the New Recording except as specifically allowed in this Limited License Agreement. You shall be deemed to have signed, affirmed and ratified your acceptance of the terms of this Limited License Agreement by virtue of your payment of the Limited License Fee to Producer.