From: Gold Haze <createrotatemotivate@gmail.com>

Sent: 21 December 2020 22:48:51

To: "createrotatemotivate@gmail.com" <createrotatemotivate@gmail.com>

Cc:

Subject: License Key Features

## License Key Features

Used for Music Recording
Distribute up to 2500 copies
100,000 Online Audio Streams
1 Music Video
For Profit Live Performances
Radio Broadcasting rights (0 Stations)

License Fee: The Licensee to 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.

- 1. Licensor agrees to deliver the Beat as a high-quality MP3, as such terms are understood in the music industry.
  - 1. Licensor shall use commercially reasonable efforts to deliver the Beat to Licensee immediately after payment of the License Fee is made. Licensee will receive the Beat via email, to the email address Licensee provided to Licensor.
  - 2. The Term of this Agreement shall be ten (10) years and this license shall expire on the ten (10) year anniversary of the Effective Date.
  - 3. Use of the Beat:
  - 4. In consideration for Licensee's payment of the License Fee, the Producer hereby grants Licensee a limited non-exclusive, nontransferable license and the right to incorporate, include and/or use the Beat in the preparation of one (1) new song or to incorporate the Beat into a new piece of instrumental music created by the Licensee. Licensee may create the new song or new instrumental music by recording his/her written lyrics over the Beat and/or by incorporating portions/samples of the Beat into pre-existing instrumental music written, produced and/or owned by Licensee. The new song or piece of instrumental music created by the Licensee which incorporates some or all of the Beat shall be referred to as the "New Song". Permission is granted to Licensee to modify the arrangement, length, tempo, or pitch of the Beat in preparation of the New Song for public release.
  - 5. 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 Producer shall continue to license the Beat upon the same or similar terms and conditions as this Agreement to other potential third-party licensees.
  - 6. The New Song may be used for any promotional purposes, including but not limited to, a release in a single format, for inclusion in a mixtape or free compilation of music bundled together (EP or album), and/or promotional, non-monetized digital streaming;
  - 7. Licensee may perform the song publicly for-profit performances and for an 0 non-profit performances, including but not limited to, at a live performance (i.e. concert, festival, nightclub etc.), on terrestrial or satellite radio, and/or on the internet via third-party streaming services (Spotify, YouTube, iTunes Radio etc.). The New Song may be played on 0 terrestrial or satellite radio stations;
  - 8. The Licensee may use the New Song in synchronization with One (1) audiovisual work no longer than five (5) minutes in length (a "Video"). In the event that the New Song itself is longer than five (5) minutes in length, the Video may not play for longer than the length of the New Song. The Video may be broadcast on any television network and/or uploaded to the internet for digital streaming and/or free download by the public including but not limited to on YouTube and/or Vevo. Producer grants no other synchronization rights to Licensee