

## Premium

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**All licenses are non-refundable and non-transferable.**

**Master Use.** The Licensor hereby grants to Licensee a non-exclusive license (this "License") to record vocal synchronization to the Composition partly or in its entirety and substantially in its original form ("Master Recording")

**File Types.** The licensee is to receive the following file types: **MP3, WAV & TRACKSTEMS**

**Mechanical Rights.** The Licensor 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, digital downloads, other miscellaneous audio, and digital recordings, and any lifts and versions thereof (collectively, the "Recordings", and individually, a "Recordings") worldwide for up to the pressing or selling a total of **Unlimited (Unlimited)** copies of such Recordings or any combination of such Recordings, the condition upon the payment to the Licensor a sum of **One Hundred And Nineteen Point Ninety-five dollars (\$119.95)**, receipt of which is confirmed. Additionally, the licensee shall be permitted to distribute **Unlimited** free internet downloads or streams for non-profit and non-commercial use. This license allows up to **10,000,000** monetized audio streams to sites like (Spotify, RDIO, Rhapsody) and is eligible for monetization on YouTube.

**Synchronization Rights.** The Licensor hereby grants limited synchronization rights for **Three (3)** music videos streamed online (Youtube, Vimeo, etc..) for up to **10,000,000** monetized video streams and **Unlimited** non-monetized video streams on all total sites. A separate synchronization license will need to be purchased for the distribution of video to Television, Film, or Video games.

**Music Publishing** THE LICENSEE IS EXPRESSLY PROHIBITED FROM REGISTERING THE BEAT AND/OR NEW SONG WITH ANY CONTENT IDENTIFICATION SYSTEM, SERVICE PROVIDER, MUSIC DISTRIBUTOR, RECORD LABEL OR DIGITAL AGGREGATOR (for example: TuneCore or CDBaby, and any other provider of user-generated content identification services). The purpose of this restriction is to prevent you from receiving a copyright infringement takedown notice from a third party who also received a non-exclusive license to use the Beat in a New Song. The Beat has already been tagged

for Content Identification (as that term is used in the music industry) by the Producer as a pre-emptive measure to protect all interested parties in the New Song. 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.

**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 **may** still receive compensation from performances with this license.

**Broadcast Rights.** The Licensor hereby grants to Licensee broadcasting rights for up to **100** Radio Stations.

**Credit.** The licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats under the name "**Mubz Got Beats**" in writing where possible and vocally otherwise. The licensee is obligated to add '(Prod. Mubz Got Beats)' in the title of the composition when uploading to sites like Youtube, Soundcloud,...

**Consideration.** In consideration of the rights granted under this agreement, the Licensee shall pay to licensor the sum of **\$119.95** US dollars and other good and valuable consideration, payable to "**Abdul Mubeen**", receipt of which is hereby acknowledged. If the Licensee fails to account for the Licensor, timely complete the payments provided for hereunder, or perform its other obligations hereunder, including having insufficient bank balance, the licensor shall have the right to terminate the 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 actionable infringements under applicable law, including, without limitation, the United Kingdom Copyright Act, as amended.

**Indemnification.** Accordingly, Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, expenses, including, without limitation, reasonable attorney's fees, arising from or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

**Royalties.** The licensor, Abdul Mubeen (p/k/a) Mubz Got Beats, is to receive 5 points (Producer Royalties) for the composition whether it is exposed as a single or as part of a project (i.e, mixtape, album, ep, etc...) or any other form factor - at the rate of the SRLP (Suggested Retail List Price).

**Audio Samples.** 3rd party sample clearance is the responsibility of the licensee.

**Miscellaneous.** This license is non-transferable and is limited to the Composition specified above, constitutes the entire agreement between the Licensor and the Licensee relating to the Composition, and shall be binding upon both the Licensor and the Licensee and their respective successors, assigns, and legal representatives.

**Governing Law.** This License is governed by and shall be construed under the law of London, United Kingdom, without regard to the conflicts of laws principles thereof.

**Term.** Executed by the Licensor and the Licensee, to be effective for all purposes as of the Effective Date first mentioned above and shall terminate exactly ten (10) years from this date.

**Ownership.**

a. The Producer is and shall remain the sole owner and holder of all rights, title, and interest in the Beat, including all copyrights to and in the sound recording and the underlying musical compositions written and composed by the Producer. Nothing contained herein shall constitute an assignment by Producer to Licensee of any of the foregoing rights. Licensee may not, under any circumstances, register or attempt to register the New Song and/or the Beat with any Global Copyright Office. The aforementioned right to register the New Song and/or the Beat shall be strictly limited to the Producer. Licensee 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 Licensee hereby grants to Producer the right as attorney-in-fact to execute, acknowledge, deliver and record in any UK/US Copyright Office or elsewhere.

b. For the avoidance of doubt, you do not own the master or the sound recording rights in the New Song. You have been licensed the right to use the Beat in the New Song and to commercially exploit the New Song based on the terms and conditions of this Agreement.

- Notwithstanding the above, you do own the lyrics or other original musical components of the New Song that were written or composed solely by you.

c. With respect to the publishing rights and ownership of the underlying composition embodied in the New Song, the Licensee, and the Producer hereby acknowledges and agree that the underlying composition shall be owned/split between them as follows:

- **Licensee, owns 50% of the writers share.**

- **Mubz Got Beats (Mubz Got Beats), owns 50% of the writers share.**

**Performance Rights Organisation.** When managing the royalty splits and others that may be in relation. You must include, the licensor (Abdul Mubeen)'s IPI/CAE credentials with your Publisher/PRO or anything else related to the splits and points mentioned within this contract.

IPI/CAE Number: **853691604**

d. Producer shall own, control and administer One Hundred Percent (100%) of the so-called "Publisher's Share" of the underlying composition.

e. 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 an ownership interest in the composition to indicate that **Mubz Got Beats** wrote and owns 50% of the composition in the New Song and as the owner of 100% of the Publisher's share of the New Song.

f. 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.

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