

License Agreement

This Non-Exclusive License Agreement has been made on and effective as of 26. May 2022 12:00:00 (the “Effective Date”) by and between *Rocco Doro* (the “Producer” or “Licensor”) and Licensee (“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 *Rosebud* (the “Beat”). 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:

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. The Licensee shall make payment of the License Fee to Licensor on the date of this Agreement.

2. Delivery of the Beat:

a. Licensor agrees to deliver the Beat as a high-quality FLAC (16bit, 44.100 Hz) digital audio file.

b. Licensor shall use commercially reasonable efforts to deliver the Beat to Licensee immediately after the payment of the License Fee is made. Licensee will receive the Beat via a download link, sent to the e-mail address Licensee provided to Licensor.

3. Term:

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.

4. Use of the Beat:

a. In consideration of Licensee’s payment of the License Fee, the Licensor herewith grants the Licensee a limited, non-exclusive, non-transferable license and the right to incorporate, include and use the Beat in the preparation of one (1) new song. Licensee may create the new song by recording her/his written lyrics over the Beat. The new song 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.

b. 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 all rights granted to Licensee in the Beat according to

this Agreement are on a non-exclusive basis, and Licensor shall continue to license the Beat upon the same or similar terms and conditions as this Agreement to other potential third-party licensees.

(i) Distribution:

The Licensor herewith grants to Licensee a non-exclusive license to use the New Song 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 "Recording") worldwide for up to the pressing or selling a total of Ten Thousand (10,000) copies of such Recordings or any combination of such Recordings. The New Song may be available for sale as a single and/or included in a compilation of other songs bundled together by Licensee as a single, EP, or a full-length album.

(ii) Streaming:

The Licensee shall be permitted to distribute unlimited free internet downloads or streams for non-profit and non-commercial use. This license allows unlimited monetized audio streams to sites like Spotify but is not eligible for monetization on YouTube.

(iii) Synchronization:

The Licensee may use the New Song in synchronization with One (1) audiovisual work no longer than five (5) minutes in length (a "Video"). 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.

(iv) Broadcasting:

The Licensor hereby grants to Licensee broadcasting rights. The New Song may be played on unlimited terrestrial or satellite radio stations.

(v) Live Performances:

The Licensor hereby grants to Licensee a non-exclusive license to use the New Song in unlimited non-profit performances, shows, or concerts. The licensee is granted the right to receive compensation from performances with this license.

5. Restrictions on the Use of the Beat:

Licensee hereby agrees and acknowledges that it is expressly prohibited from taking any action(s) and from engaging in any use of the Beat or New Song in the manners, or for the purposes, set forth below:

a. For clarity and avoidance of doubt, the Licensee does NOT have the right to sell the Beat in the form that it was delivered to Licensee. The Licensee must create a New Song for its rights under this provision to vest.

b. The Licensee shall not synchronize, or permit third parties to synchronize, the Beat or New Song with any audiovisual works EXCEPT as expressly provided for and according to Paragraph 4(b)(iii) of this Agreement for use in one (1) Video. This restriction includes but is not limited to, use of the Beat and/or New Song in television, commercials, film/movies, theatrical works, video games, and in any other form on the Internet which is not expressly permitted herein. The Licensee shall not have the right to license or sublicense any use of the Beat or of the New Song, in whole or in part, for any so-called “samples”.

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. 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. 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.

6. 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. 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.

■ You 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 acknowledge and agree that the underlying composition shall be owned/split between them as follows:

- Licensee, owns 50% of the writer's share.
- Producer Name, owns 50% of the writer's share.

- Producer 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 an 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 100% of the Publisher’s share of the New Song.

d. 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.

7. Credit:

Licensee shall use best efforts to have Producer credited as a “producer” and shall give Producer appropriate production and a songwriting credit on all compact discs, record, music video, and digital labels or any other record configuration manufactured which is now known or created in the future that embodies the New Song created hereunder and on all cover liner notes, any records containing the New Song and on the front and/or back cover of any album listing the New Song and other musician credits. In the event of any failure by Licensee to issue a credit to Producer, Licensee must use reasonable efforts to correct any such failure immediately and on a prospective basis. Such credit shall be in the substantial form: “**Produced by Rocco Doro**” or “**prod. by Rocco Doro**”.

8. Breach by Licensee:

a. Licensee shall have five (5) business days from its receipt of written notice by Licensor and/or Licensor’s authorized representative to cure any alleged breach of this Agreement by Licensee. Licensee’s failure to cure the alleged breach within five (5) business days shall result in Licensee’s default of its obligations, its breach of this Agreement, and at Licensor’s sole discretion, the termination of Licensee’s rights hereunder.

b. If Licensee engages in the commercial exploitation and/or sale of the Beat or New Song outside of the manner and amount expressly provided for in this Agreement, Licensee shall be liable to Licensor for monetary damages in an amount equal to any and all monies paid, collected by, or received by Licensee, or any third party on its behalf, in connection with such unauthorized commercial exploitation of the Beat and/or New Song.

c. The Licensee shall be responsible for all costs, expenses, or damages that Licensor incurs as a result of any violation by the Licensee of any provision of this Agreement. Licensee's obligation shall include court costs, litigation expenses, and reasonable attorneys' fees.

9. Warranties, Representations, and Indemnification:

a. The Beat, its sound recording, and the underlying musical composition embodied therein are licensed to the Licensee "as is" without warranties of any kind or fitness for a particular purpose.

b. Producer warrants that he did not "sample" (as that term is commonly understood in the recording industry) any copyrighted material or sound recordings belonging to any other person, firm, or corporation (hereinafter referred to as "Owner") without first having notified Licensee.

c. Parties hereto shall indemnify and hold each other harmless from all third party claims, liabilities, costs, losses, damages or expenses as are incurred by the non-defaulting party and shall hold the non-defaulting party, free, safe, and harmless against and from all claims, suits, demands, costs, liabilities, loss, damages, judgments, recoveries, costs, and expenses.

10. Miscellaneous:

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and cannot be altered, except by written instrument (email being sufficient) signed by both parties hereto. This agreement supersedes all prior agreements between the parties, whether oral or written. A signed copy of this Agreement transmitted by facsimile or scanned into an image file and transmitted via email shall, for all purposes, be treated as if it was delivered containing an original manual signature of the party whose signature appears thereon and shall be binding upon such party as though an originally signed document had been delivered. If you do not sign this Agreement, your acknowledgment that you have reviewed the terms and conditions of this Agreement and your payment of the License Fee shall serve as your signature and acceptance of the terms and conditions of this Agreement.

This agreement shall be governed by and interpreted under the laws of Germany applicable to agreements entered into and wholly performed in said State, 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 Germany.