

License Agreement

This License Agreement is made effective as of 31 July 2022 by and between the Producer p/k/a *Rocco Doro* ("Licensor" or „Producer“) and the Licensee ("You" or "Licensee"). The Licensor has produced a sound recording entitled *Title* ("Beat"). Licensor grants the Licensee a non-exclusive, non-transferable License to use the Beat. The term and specific purpose of usage constitute this Agreement. Now, so in consideration, the parties agree as follows:

1. License Fee:

The License Fee of €49 is a one-time payment for the rights granted to Licensee. This Agreement is not valid until the License Fee is paid.

2. Delivery of the Beat:

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

2.2 Licensor will use reasonable efforts to deliver the Beat to Licensee immediately after the payment of the License Fee. 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 commencing date.

4. Use of the Beat:

4.1 The Licensor grants the Licensee the right to incorporate, include and use the Beat in the preparation of one (1) new song. The new song created by the Licensee which incorporates some or all the Beat is referred as the "New Song".

4.2 The Beat is being licensed on a non-exclusive basis. Licensor will continue to license the Beat to other potential third-party licensees. Licensee acknowledges and agrees that all rights granted are on a non-exclusive basis.

(i) Distribution:

The Licensor grants Licensee the selling of a total of Five Thousand (5,000) downloads on a digital service platform (such as iTunes). The New Song may be available as a single or included in a compilation of songs. There is no cap on non-monetized downloads.

(ii) Streaming:

This license allows up to Five Hundred Thousand (500,000) cumulative, monetized audio streams on digital service platforms (such as Spotify). There is no cap for non-monetized audio streams for non-profit use.

(iii) Synchronization:

The Licenser grants no synchronization rights to Licensee.

(iv) Broadcasting:

The New Song may be played on unlimited terrestrial or satellite radio stations.

(v) Live Performances:

The Licenser hereby grants to Licensee a non-exclusive license to use the New Song in unlimited non-profit performances, shows, or concerts. Any recording of a live performance of the New Song will be subject to the same terms of this License Agreement.

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:

5.1 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.

5.2 The Licensee shall not synchronize, or permit third parties to synchronize, the Beat or New Song with any audiovisual works. 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.

5.3 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".

5.4 The Licensee is expressly prohibited from registering the beat and/or New Song with any Content Identification System (as that term is used in the music industry). This is 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.

6. Ownership:

6.1 The Producer is and will remain the sole owner and holder of all rights, title, and interest in the Beat. This includes all copyrights to the sound recording and the underlying musical compositions.

6.2 You do not solely own the master or the sound recording rights in the New Song. You have the right to 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.

6.3 The publishing rights and ownership of the underlying composition embodied in the New Song, will be owned/split as follows:

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

7. Royalties

- 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 with the registration details mentioned below:

NAME: Rocco Doro

PRO: AKM

IPI #: 1148877902

The Licensee must also send the Producer by all the necessary information about the registration of the New Recording.

7.1 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 in connection with the New Song.

7.2 In addition to the 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), or by doing so yourself (e.g., to PayPal or via Producer banking information that may be provided upon emailed request): Producer Royalties, Mechanical and Master Recording Royalties.

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. The mechanical royalty rate will be the rate prevailing on an industry-wide basis in the country concerned on the date that this agreement has been entered into.

8. Credit:

Licensee will use best efforts to give Producer production and songwriting credit. That includes a credit on all compact discs, records, music videos, and digital labels or any other record configuration manufactured which is now known or created in the future that embodies the New Song. Such credit shall be in the substantial form: **"Produced by Rocco Doro"** or **"prod. by Rocco Doro"**.

9. Breach by Licensee:

9.1 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.

9.2 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.

9.3 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.

10. 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.

11. Warranties, Representations, and Indemnification:

10.1 Producer warrants that he has the full right and ability to enter into this License Agreement and grant those rights granted herein. Producer warrants that he did not infringe on any copyrighted material or sound recordings belonging to any other person, firm, or corporation.

11.2 You represent and warrant that the exploitation of the New Song 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.

11.3 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.

12. 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 signed by both parties hereto. This agreement supersedes all prior agreements between the parties, whether oral or written. If any provision of this agreement, in whole or in part, should be or become invalid, or should there be a loophole in this agreement, the validity of the remaining provisions shall not be affected. This agreement shall be governed by and interpreted under the laws of Austria 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 Vienna/Austria. A signed copy of this Agreement 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.