



MUSICAL USE LICENSE AGREEMENT

BASIC NON-EXCLUSIVE LICENSE FOR BEATS

HØME RECORDS

I. CONTRACTING PARTIES

This **MUSICAL USE LICENSE AGREEMENT**, hereinafter referred to as “**THE AGREEMENT**,” is entered into, on the one hand, by **HØME RECORDS**, identified by its trade name written with the distinctive symbol “Ø,” in its capacity as music producer, creator, original and legitimate holder of the economic and moral copyright over instrumental musical compositions commonly known as “beats,” hereinafter referred to as “**THE LICENSOR**,” and, on the other hand, by **THE ACQUIRING USER**, a natural or legal person who acquires a use license through the digital platform operated by THE LICENSOR, hereinafter referred to as “**THE LICENSEE**,” in accordance with the terms and conditions set forth in this legal instrument.

THE AGREEMENT shall be deemed entered into at the moment THE LICENSEE expresses electronic consent through the express acceptance of the corresponding terms.

II. DECLARATIONS

A) THE LICENSOR declares that:

1. It is an entity professionally engaged in the creation, production, editing, administration, and licensing of original instrumental musical compositions.
2. It is the full and legitimate holder of the economic and moral copyright over the beats offered to the public for licensing.
3. It has the necessary legal capacity to enter into this agreement and grant use licenses in accordance with applicable Mexican legislation.
4. The beats subject to this agreement constitute original works protected by the Federal Copyright Law.

5. It operates and commercializes musical licenses under the brand HØME Records.
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B) THE LICENSEE declares that:

1. They are over eighteen (18) years of age at the time of purchase.
 2. They have sufficient legal capacity to be bound by the terms of this agreement.
 3. They have had prior, clear, and sufficient access to the information related to the acquired license.
 4. They acknowledge that this agreement is a contract of adhesion entered into by electronic means.
 5. They expressly consent by checking the digital box indicating:
"I confirm that I am over 18 years old and accept the Terms and Conditions and the Privacy Policy."
 6. They acknowledge that such acceptance constitutes a valid electronic signature.
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C) Both parties declare that:

1. They recognize the legal validity of consent granted by electronic means.
 2. They agree to be bound by the terms set forth herein.
 3. They expressly submit to the legislation and jurisdiction of the State of Querétaro, Mexico.
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III. DEFINITIONS

For purposes of this agreement, the following terms shall have the meanings indicated:

- **Beat:** Instrumental musical composition created by THE LICENSOR.
 - **License:** Limited authorization of use granted to THE LICENSEE. The available modalities (Basic, Premium, and Exclusive) and their specific conditions are detailed in the Licenses section of THE LICENSOR's official website.
 - **Derivative Work:** Song, recording, or production that incorporates the beat, and may include vocal elements, lyrics, or performance by THE LICENSEE, provided that the original instrumental is not modified.
 - **Digital Platforms:** Streaming services, social networks, and video platforms.
 - **Commercial Use:** Any use that generates direct or indirect income.
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IV. CLAUSES

FIRST. PURPOSE OF THE AGREEMENT

By means of this agreement, THE LICENSOR GRANTS TO THE LICENSEE A **NON-EXCLUSIVE, LIMITED, PERSONAL, AND NON-TRANSFERABLE USE LICENSE** with respect to a specific beat acquired through THE LICENSOR's digital platform, under the modality known as the **BASIC LICENSE**, subject strictly to the conditions, limitations, and restrictions established in this agreement.

SECOND. NATURE OF THE LICENSE

This license:

- a) Is non-exclusive.
- b) Does not imply assignment of copyright.
- c) Does not transfer any intellectual property.
- d) Is limited solely to the expressly authorized uses.

THE LICENSOR retains full ownership of the moral and economic rights over the beat at all times.

THIRD. SCOPE OF THE RIGHTS GRANTED

THE LICENSEE is authorized exclusively to:

- Use the beat in MP3 format.
 - Create a derivative work for digital use.
 - Distribute said work up to a maximum limit of 10,000 plays per platform on streaming services.
 - Publish the derivative work on social networks and video platforms without monetization.
 - Promote the derivative work in a personal and non-commercial manner.
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FOURTH. EXPRESSLY PROHIBITED USES

THE LICENSEE is strictly prohibited from:

1. Reselling, sublicensing, transferring, or sharing the beat.
2. Registering the beat as their own work.
3. Monetizing any audiovisual content that incorporates the beat.
4. Using the beat in advertising campaigns, products, or services.
5. Using the beat on radio, television, or physical copies.
6. Creating NFTs or digital assets without express authorization.
7. Modifying the beat to create new instrumentals for sale.
8. Claiming original authorship of the beat.

FIFTH. MANDATORY CREDIT

THE LICENSEE undertakes to give visible, clear, and permanent credit to **HØME Records** in:

- Descriptions
- Metadata
- Posts
- Credits of the derivative work

Failure to comply with this obligation shall be considered a serious breach.

SIXTH. INTELLECTUAL PROPERTY

This agreement does **NOT** constitute an assignment of rights.

THE LICENSOR retains:

- Moral rights
 - Economic rights
 - The right to license third parties
 - The right of future exploitation
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SEVENTH. ELECTRONIC ACCEPTANCE AND SIGNATURE

The electronic acceptance made by THE LICENSEE constitutes:

- Express consent
- A valid electronic signature
- Full acceptance of the terms

THE LICENSEE waives the right to deny this agreement solely because it was entered into by digital means.

EIGHTH. LICENSEE RESPONSIBILITY

THE LICENSEE shall be solely responsible for:

- The use made of the beat
- Any infringement derived from improper use

- Third-party claims due to non-compliance
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NINTH. LIABILITY, INDEMNIFICATION, AND HOLD HARMLESS

THE LICENSEE expressly acknowledges and accepts that the use of the beat subject to this agreement is carried out under their exclusive responsibility, and therefore agrees to hold THE LICENSOR harmless from any claim, lawsuit, administrative, judicial, or extrajudicial proceeding that may arise directly or indirectly from the use of the beat or the derivative work created from it.

THE LICENSEE shall be responsible for obtaining any additional authorization required for the exploitation of the derivative work, including, but not limited to, authorizations from performers, singers, collaborators, digital platforms, or third parties involved.

In no case shall THE LICENSOR be responsible for claims related to:

- a) The lyrical content incorporated by THE LICENSEE.
- b) Improper or unauthorized use of the beat.
- c) Exceeding the established reproduction limits.
- d) Failure to provide proper credits.
- e) Use of the beat in prohibited or illegal contexts.

THE LICENSEE agrees to indemnify THE LICENSOR for any damage, loss, expense, penalty, fine, or legal fees resulting from such claims.

TENTH. LIMITATION OF LICENSOR LIABILITY

The parties expressly agree that THE LICENSOR's total liability, under any circumstance and under any legal theory, shall be strictly limited to the amount actually paid by THE LICENSEE for the acquired license.

THE LICENSOR shall not be liable for indirect, incidental, special, consequential damages, lost profits, loss of income, loss of business opportunities, cancellation of digital platform accounts, or any other damages that are not direct and verifiable.

THE LICENSOR does not guarantee commercial results, public acceptance, future monetization, or absence of claims from automated platforms, provided that THE LICENSEE has breached any provision of this agreement.

ELEVENTH. REVOCATION OF LICENSE FOR BREACH

THE LICENSOR reserves the right to immediately and unilaterally revoke this license in the event that THE LICENSEE breaches any of the obligations established in this agreement, without the need for judicial resolution or prior notice.

Revocation shall imply:

- a) Automatic termination of the granted usage rights.
- b) Immediate obligation to remove the derivative work from all digital platforms.
- c) Prohibition on continuing to exploit, distribute, or publicly communicate the derivative work.

Revocation shall not entitle THE LICENSEE to any refund and shall not release them from liabilities incurred during the term of the agreement.

TWELFTH. NO-REFUND POLICY

THE LICENSEE acknowledges and accepts that, due to the digital and intangible nature of the product, the Basic License is non-refundable, except in exceptional cases of verifiable technical error directly attributable to THE LICENSOR.

THE LICENSEE acknowledges that, as it is a reproducible digital good, delivery of the file constitutes full performance of THE LICENSOR's obligation.

Refunds shall not be granted for:

- a) Change of mind by THE LICENSEE.
- b) Lack of use of the beat.
- c) Lack of knowledge of the license terms.
- d) Technical issues with THE LICENSEE's equipment.

Any refund request shall be evaluated in accordance with the policies in effect at the time of purchase, without implying an automatic obligation to refund.

THIRTEENTH. MODIFICATIONS AND CONTRACTUAL TERM

THE LICENSOR reserves the right to modify its policies, licenses, and contracts for future acquisitions. However, licenses previously acquired shall be governed by the terms in effect at the time of electronic acceptance.

Notifications, notices, or communications between the parties shall be made via the registered email address or through the digital platform where the purchase was made, both parties recognizing such means as valid and sufficient for legal purposes.

This license shall remain in force indefinitely as long as THE LICENSEE strictly complies with all obligations established herein.

Partial or total breach of any provision shall result in automatic termination of the agreement.

FOURTEENTH. APPLICABLE LAW, JURISDICTION, AND ENTIRE AGREEMENT

This agreement shall be governed and interpreted in accordance with the applicable laws of the State of Querétaro, Mexico, and international copyright treaties in force, including the Berne Convention for the Protection of Literary and Artistic Works, with the parties expressly waiving any other jurisdiction that may correspond to them by reason of their present or future domicile.

The parties agree to attempt to resolve any dispute amicably before resorting to judicial proceedings.

This agreement constitutes the entire and complete agreement between the parties, superseding any prior verbal or written agreement.

The electronic acceptance made by THE LICENSEE shall be equivalent for all legal purposes to a handwritten signature.