



# MUSIC USE LICENSE AGREEMENT

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## NON-EXCLUSIVE PREMIUM LICENSE FOR BEATS

HØME RECORDS

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### I. CONTRACTING PARTIES

This **MUSIC USE LICENSE AGREEMENT**, hereinafter referred to as “**THE AGREEMENT**”, is entered into by and between **HØME RECORDS**, identified by its commercial name written with the distinctive symbol “Ø”, in its capacity as music producer, creator, original and legitimate holder of the moral and economic copyright over instrumental musical compositions commonly known as “beats”, hereinafter referred to as “**THE LICENSOR**”, and **THE ACQUIRING USER**, an individual or legal entity that acquires a license of use 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 executed at the moment THE LICENSEE expresses electronic consent through the explicit acceptance of the corresponding terms.

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### 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 moral and economic copyright over the beats offered to the public for licensing.
3. It has the legal capacity required to enter into this Agreement and to grant licenses of use in accordance with applicable Mexican law.
4. The beats subject to this Agreement constitute original works protected by the Federal Copyright Law of Mexico.
5. It operates and commercializes music licenses under the HØME Records brand.

## **B) THE LICENSEE declares that:**

1. They are at least 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 executed through electronic means.
5. They expressly consent by checking the digital box indicating acceptance of the Terms and Conditions and Privacy Policy.
6. They acknowledge that such acceptance constitutes a valid electronic signature and full acceptance of this Agreement.

## **C) Both parties declare that:**

1. They recognize the legal validity of consent granted through electronic means.
  2. They agree to be bound by the terms set forth herein.
  3. They expressly submit to the laws 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 ascribed to them below:

- **Beat:** Instrumental musical composition created and produced by THE LICENSOR.
- **License:** Limited authorization of use granted to THE LICENSEE under the Premium modality.
- **Derivative Work:** A song, recording, or musical or audiovisual production that incorporates the beat without modifying the original instrumental.
- **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**

Through this Agreement, THE LICENSOR GRANTS THE LICENSEE A NON-EXCLUSIVE, LIMITED, PERSONAL, AND NON-TRANSFERABLE LICENSE OF USE regarding a specific beat acquired through THE LICENSOR's digital platform, under the modality known as the PREMIUM LICENSE, subject strictly to the conditions, limitations, and restrictions established herein.

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### **SECOND. NATURE OF THE LICENSE**

This License:

- Is non-exclusive.
- Does not imply any assignment of copyright.
- Does not transfer any intellectual property rights.
- Is limited solely to the expressly authorized uses.

THE LICENSOR shall at all times retain full ownership of the moral and economic rights to the beat, as well as the right to license it to third parties.

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### **TERCERA. ALCANCE DE LOS DERECHOS OTORGADOS**

THE LICENSEE is exclusively authorized to:

- Use the beat in MP3 and WAV formats.
- Create one derivative work for commercial use.
- Distribute such derivative work up to a maximum limit of 500,000 streams per platform on streaming services.
- Monetize the derivative work on video platforms, including YouTube and similar services.
- Use the beat in one (1) official music video, as well as in additional non-monetized lyric videos or visualizers.

- Distribute the derivative work on local radio and local television (use is authorized on only one local station or channel).
  - Sell up to 2,000 physical copies of the derivative work.
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#### **FOURTH. EXPRESSLY PROHIBITED USES**

THE LICENSEE is strictly prohibited from:

- Reselling, sublicensing, transferring, or sharing the beat in isolated form.
  - Registering the beat as their own work or claiming original authorship thereof.
  - Using the beat as the basis for creating new instrumentals intended for sale.
  - Creating NFTs, digital tokens, or other digital assets without the express prior written authorization of THE LICENSOR.
  - Using the beat in content that promotes illegal activities, violence, hatred, or discrimination.
  - Exceeding the limits of streams, physical copies, or uses established under this License.
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#### **FIFTH. MANDATORY CREDIT**

THE LICENSEE shall provide 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 material breach of this Agreement.

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## **SIXTH. INTELLECTUAL PROPERTY**

This Agreement does NOT constitute an assignment of rights. THE LICENSOR retains:

- Moral rights
  - Economic rights
  - The right to license to 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 any right to challenge this Agreement solely on the grounds that it was executed by electronic means.

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## **EIGHTH. LICENSEE'S RESPONSIBILITY**

THE LICENSEE acknowledges and agrees that they shall be solely and exclusively responsible for the use made of the beat subject to this Agreement and of any derivative work created therefrom. Accordingly, THE LICENSEE assumes all legal, administrative, civil, commercial, or other liability that may arise from the use, exploitation, distribution, public communication, or monetization of the derivative work.

THE LICENSEE shall be responsible for verifying that the use of the beat remains within the limits established under the Premium License, including, without limitation, limits on streams, physical copies, authorized commercial uses, and permitted platforms.

Any use exceeding the scope of this License shall be considered unauthorized use and shall constitute a material breach of this Agreement, without prejudice to any legal actions that THE LICENSOR may pursue.

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## **NINTH. LIABILITY, INDEMNIFICATION, AND HOLD HARMLESS**

THE LICENSEE expressly agrees to indemnify, defend, and hold harmless THE LICENSOR from and against any claim, complaint, demand, or administrative, judicial, or extrajudicial proceeding initiated by third parties that arises directly or indirectly from:

- The lyrical, vocal, or conceptual content incorporated by THE LICENSEE.
- Improper or unauthorized use of the beat.
- Exceeding the limits established under this License.
- Failure to provide proper credit to THE LICENSOR.
- Unauthorized monetization or exploitation of the derivative work.

THE LICENSEE shall indemnify THE LICENSOR for any damages, losses, expenses, fines,

penalties, sanctions, or legal fees incurred as a result of such claims.

THE LICENSOR shall not assume any liability for disputes between THE LICENSEE and digital platforms, distributors, aggregators, record labels, or third parties.

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## **TENTH. LIMITATION OF LIABILITY OF THE LICENSOR**

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

THE LICENSOR shall not be liable for indirect, incidental, special, or consequential damages, lost profits, loss of income, loss of business opportunities, account termination, content demonetization, or any other damages that are not direct, provable, and exclusively attributable to THE LICENSOR.

THE LICENSOR does not guarantee commercial results, financial success, public acceptance, or the absence of automated claims by digital platforms.

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## **ELEVENTH. REVOCATION OF THE LICENSE DUE TO BREACH**

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

Such revocation shall automatically entail:

- Termination of all granted rights of use.
- The immediate obligation to remove the derivative work from all digital, physical, or other platforms.
- The absolute prohibition on continuing to exploit, distribute, or monetize the derivative work.

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

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## **TWELFTH. NO-REFUND POLICY**

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

No refunds shall be issued due to change of mind, lack of use, lack of knowledge of the license terms, unsatisfactory commercial results, technical issues related to THE LICENSEE's equipment, or strategic decisions made after purchase.

**THE LICENSEE acknowledges that delivery of the corresponding digital file constitutes full performance of THE LICENSOR's obligation.**

The delivery of the corresponding digital files shall be deemed full and complete fulfillment of THE LICENSOR's obligations.

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## **THIRTEENTH. MODIFICATIONS, COMMUNICATIONS, AND TERM**

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

All communications, notices, or notifications between the parties shall be made via the email address registered by THE LICENSEE or through the digital platform used for the purchase, and such means shall be deemed valid and sufficient for legal purposes.

**Any communication sent from the official HØME Records email address shall be deemed duly received, provided that it is not returned due to server error or non-existent address.**

This License shall remain in force indefinitely, provided that THE LICENSEE strictly complies with all obligations set forth herein.

**Such term does not imply a perpetual or exclusive assignment of rights over the beat.**

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#### **FOURTEENTH. GOVERNING LAW, JURISDICTION, AND ENTIRE AGREEMENT**

This Agreement shall be governed by and interpreted in accordance with the applicable laws of the State of Querétaro, Mexico, and the parties expressly waive any other jurisdiction that may correspond to them by reason of their present or future domicile.

This Agreement shall also **be interpreted in accordance with applicable international copyright treaties, including the Berne Convention for the Protection of Literary and Artistic Works.**

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 and supersedes any prior oral or written agreement.

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