



License Agreement

Congratulations on acquiring this **Non-Exclusive** license from <https://inceptionmusic.com>.

This agreement is granting you the right use the music recording hereinafter referred to as the “Composition”, “Recording”, “Master Recording”) and all associated assets (Samples, Stems, Trackouts, Mix and Master recording)

This Non-Exclusive License Agreement (hereinafter “Non-Exclusive License” or “Agreement” or “License”) is made on _____ (Date) by and between: _____ (User Name) (hereinafter “Licensee”) with the associated email account _____ and **Inception Music LLC** (hereinafter “Licensor”)

The Licensee and Licensor have agreed upon the following terms:

- I. Master Use – Licensor grants to Licensee a Non-Exclusive License to use Composition partly or substantially in its form for the purpose of vocal synchronization, music production and distribution, attachment to video-based media, attachment to interactive media, live event use, and any other creative use cases in which licensed assets are in support and secondary to the primary product or digital content that it is attached to.
- II. **Content ID – Master Recording may not be added to digital audio fingerprinting services such as YouTube Content ID or similar blanket monetization services such as TuneCore, CDBaby, and others as this would require full ownership of the Composition. All recorded content distributed by Inception Music LLC has already been digitally fingerprinted.**
- III. Mechanical Rights – Licensor grants to Licensee a Non-Exclusive License to use Composition in the reproduction, duplication, manufacture, and profitable distribution of digital recordings, and any versions thereof (collectively, the “Recordings”) worldwide for the distribution of unlimited copies of such Recordings or any combination of such Recordings. License includes rights for an unlimited number of streams on digital streaming platforms such as: Spotify, Apple Music, SoundCloud, or similar streaming platforms **only if Performance Rights Organization information has been properly registered.**
- IV. Synchronization Rights – License includes commercial synchronization rights to use the Master Recording for YouTube, Netflix, Steam, and other audio-visual/interactive media usage such as TV, Film, or Video Games **only if Credit has**

been provided (refer to Section VII) and Performance Rights Organization information has been properly registered.

- V. Performance Rights – License includes performance rights to use the Master Recording for paid performances in live shows and concerts **only if Performance Rights Organization information has been properly registered.**
- VI. Broadcast Rights – License includes rights to use the Master Recording for broadcast on radio stations, restaurants, TV/Film, and digital streaming platforms **only if Performance Rights Organization information has been properly registered.**
- VII. Credit – Licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats by acknowledging the relevant author in writing where possible and vocally otherwise.

Example: **(Music)**

*Artist Name – Song Title (Produced by **Inception Music**)*

Additionally, Licensee shall acknowledge the original name of the Composition in written credits where possible, including but not limited to album liner notes, YouTube video descriptions, blog posts, etc.

Example: **(Music, TV, Film, Video Games)**

*Artist Name – Song Title – “Composition Name” by **Inception Music***

- OR -

Example: **(YouTube, TV, Film, Video Games, Social Media)**

*“Composition Name” by **Inception Music***

Lastly, Licensee shall acknowledge all affiliated individuals with attached titles (Information provided at end of Agreement) in written credits where possible, including but not limited to album liner notes, YouTube video descriptions, blog posts, etc.

Example: **(Music, TV, Film, Video Games)**

Name: Producer

Name: Lead Engineer

Name: Assistant Engineer

- VIII. Registration – Where a project is commercially released and registered with a performance rights organization (such as BMI, ASCAP, SESAC, GEMA, or PRS For Music), **INCEPTION MUSIC, AND ANY OTHER WRITER LISTED AT THE BOTTOM OF THIS AGREEMENT** shall be acknowledged as a Songwriter for the purpose of writer’s share royalty collection, with equal shares, for examples 50% for 2 Songwriter’s or 33.3% for 3 Songwriters. Additionally, **INCEPTION MUSIC PUBLISHING INC** shall be

acknowledged as Publisher for the purpose of publisher's share royalty collection, with a fixed **50%** of shares. Publishing and Writer's information will be provided at the end of this Agreement.

- IX. Consideration – In consideration for the rights granted hereunder, Licensee shall pay Licensors a sum outlined below.
- X. Accounting – Payment for License is non-refundable. If Licensee fails to account to Licensors, timely and complete the payments provided hereunder, including having sufficient bank balance or filing bank chargeback, Licensors shall have the right to terminate License upon written notice to Licensee. Such termination shall render the recording, manufacture, and/or distribution of the Composition for which monies have not been paid subject to and actionable as infringements under applicable law, including, without limitation, the United States Copyright Act. Licensee must make reasonable efforts to maintain an accounting of all sales, including but not limited to any commercial distribution, both digital and physical. Licensee and its agents will, upon reasonable request by Licensors make such accounting available for inspection by Licensors or its authorized representatives, who will have the right to take copies of or extracts from any records kept pursuant to this Agreement. The costs of the audit will be borne by Licensors, unless the underpayment exceeds five percent (5%), in which event Licensee will bear the costs of such audit.
- XI. Indemnification – Licensee hereby agrees to indemnify, defend, and hold harmless Licensors and its officers, agents, and affiliates from and against any and all third party claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by, or imposed or asserted against, Licensors arising out of or relating to (I) the violation of any copyright or proprietary right of any third party; (II) Licensee's unauthorized use of the Composition; and (III) any losses arising as a result of the acts, omissions or negligence of Licensee, its officers, its directors and its representatives.
- XII. Exclusive License Option – In the event that an Exclusive License is granted for the Composition outlined in this Non-Exclusive License, the terms agreed upon shall be upheld. The Licensors will prevent further Non-Exclusive Licenses to be attained from the moment the Licensee is granted an Exclusive License to the Composition. However, Licensors shall continue to permit third parties to utilize their Non-Exclusive License to the full extent of their Agreement if it was issued on a previously recorded date from the date the Exclusive License was granted.
- XIII. Deliverable – **Licensee shall receive at the minimum a High-Quality Mastered MP3 and WAV format version of the Composition** provided within their account on the <https://inceptionmusic.com> website. Additionally, Licensee shall have the option to download any available assets for the Composition ("Trackouts", "Stems, or

“Samples”) in **MP3 and/or WAV** format based on instrument and similar elements provided.

- XIV. Sample Clearance – Licensee agrees that the clearing of any sampled material(s) is the responsibility of Licensee. Licensors will make reasonable efforts to provide the name of the sample(s) for Licensee to help with the clearance process.
- XV. Non-transferable – License is non-transferable, may not be re-sold and is limited to the Composition specified below. License constitutes the entire Agreement between Licensors and Licensee with respect to the subject matter hereof and supersedes all previous proposals, whether oral or written, and shall be binding upon Licensors and Licensee and their respective successors, assigns, and legal representatives.
- XVI. Term – This is a permanent Non-Exclusive License. It is auto generated with the Licensee’s account information which may pertain a username, e-mail address assigned to that username, and date the agreement was generated.
- XVII. Miscellaneous
 - I. If any provision of License is held to be invalid, illegal, or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that License otherwise remains in full force and effect and enforceable.
 - II. License is governed by and shall be construed under the laws of the State of California, United States, without regarding to the conflicts of laws and principles thereof. Each party hereby consents to personal jurisdiction in any action brought in any court, federal or state, within the United States.
 - III. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any provision hereof. Paragraph headings are inserted only for the purpose of convenient reference and shall not be given in any legal effect.
 - IV. The failure of Licensee to perform any of its material obligations hereunder shall be deemed a breach of this Agreement.
 - V. This Agreement shall not be construed against either party as the drafter, it being agreed that the parties have drafted this agreement jointly.

PARTIES HEREBY ACKNOWLEDGE THAT PARTIES HAVE BEEN ADVISED TO SEEK AND RECEIVE LEGAL ADVICE FROM INDEPENDENT COUNSEL WITH RESPECT TO THE TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT. PARTIES HAVE EITHER CONSULTED WITH SUCH ATTORNEY OR HAVE WAIVED SUCH RIGHT AND HAVE DECIDED TO ENTER INTO THIS AGREEMENT FREELY, WITHOUT ANY COERCION OR DURESS FROM ANY PERSON.

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INCEPTION

Congratulations on acquiring this **Non-Exclusive** license from <https://inceptionmusic.com>.

Composition Licensed: _____

Performance Rights Organization Information

Writer's:

Inception Music	IPI Number: <u>1054044596</u>	Percentage: _____
_____	IPI Number: _____	Percentage: _____
_____	IPI Number: _____	Percentage: _____
_____	IPI Number: _____	Percentage: _____

Publishing:

Inception Music Publishing Inc.	IPI Number: <u>1053679153</u>	Percentage: <u>50%</u>
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Credits Information

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

If the foregoing confirms both Licensor's and Licensee's understanding, kindly so indicate by signing below.

Signatures:

Licensor
Juan Garcia
CEO, Inception Music LLC

Licensee

