

Exclusive Rights Agreement

This License agreement is made on ORDER DATE ("Effective Date") by and between Client Name ("Licensee") and Spirit Beats ("Licensor"). Licensor warrants that it controls the mechanical rights in and to the musical works named "BEAT NAME" ("Compositions") being sold to Licensee as of and prior to the Effective Date.

The Licensee and Licensor have agreed to the following terms:

1. Master Use

The Licensor hereby grants to Licensee an exclusive License to record vocal synchronization to the Composition partly or in its entirety and substantially in its original form ("Master Recording"). The Licensor guarantees that the Composition will not be sold on to any third parties.

2. Mechanical Rights

The Licensor hereby grants to Licensee an exclusive License to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disks, internet downloads, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, "Recordings") worldwide for up to the pressing or selling a total of unlimited copies of such Recordings or any combination of such Recordings. Additionally, Licensor shall be permitted to distribute unlimited internet downloads for commercial use.

3. Publishing and Royalties

The Artist is not required to pay the Producer a royalty or any income from the Track. However, despite this, the Artist agrees that;- Producer shall have a fifty percent (50%) share of the publishing in the Track and shall receive publishing income directly from the applicable Collection Society
https://en.wikipedia.org/wiki/List_of_copyright_collection_societies.

- **Licensee**, owns 50% of the writers share.
- **Vladislav Alexandrovich Senyuta (Spirit Beats) IPI #: 1002608026** , owns 50% of publishing rights.

4. Synchronization Rights

The Licensor hereby grants to Licensee an exclusive License to copy, perform, edit and/or loop portions of, record on film, video, digital animations, and video games (collectively, "Projects") and use the Master Recording in synchronization or timed relation with the productions in unlimited Projects.

5. Streaming

The Licensee is entitled to an unlimited amount audio streams (on all streaming platforms such as Spotify) and unlimited video streams (on all platforms supporting video such as Youtube) for the song(s) created with the composition. All streaming royalties generated by the Licensee's song(s) belong to the Licensee.

6. Performance Rights

The Licensor hereby grants to Licensee an exclusive License to use the Master Recording in unlimited nonprofit performances, shows, or concerts. The Licensee is also permitted to use the Master Recording in unlimited for-profit performances.

7. Music Videos

The Licensor hereby grants to Licensee an exclusive License to use the Master Recording in unlimited music videos

8. Broadcast Rights

The Licensor hereby grants to Licensee an exclusive license to broadcast or air the Master Recording on unlimited radio stations or through unlimited station channels, respectively.

9. Credit Licensee

Licensee shall give producer appropriate production and song writing credit on all compact discs, record and cassette labels or any other record configuration manufactured which is now known or created in the future that embodies the composition created hereunder and on all cover liner notes. Such credit shall be in substantial form:

"Prod. by Spirit Beats"

10. Compensation

Payment for this License (300\$) is non-refundable under any circumstances. If the Licensee fails to account to the Licensor,

timely and complete the payments provided for hereunder, the Licensor shall have the right to terminate this

License upon written notice to the Licensee. Such termination shall render the recording, manufacture and/or

distribution of Recordings for which monies have not been paid subject to and actionable as infringements under

applicable law.

11. Term

Executed by the Licensor and the Licensee, this License agreement is to be effective as for all purposes as

of the Effective Date and shall not expire.

12. Indemnification

Licensee agrees to indemnify and hold Licensors harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

13. Miscellaneous

This License is non-transferable and is limited to the Composition specified, constitutes the entire agreement between the Licensors and the Licensee relating to the Composition, and shall be binding upon both Licensors and Licensee and their respective successors, and legal representatives.

14. Restrictions

All sounds, drums and vocals included are the property of the licensor and cannot be used for any purpose other than as described in this agreement. The audio content cannot be used to create any of the following derivative works: instrumentals for sale, loop packs, vst instruments, nor any other competitive product. The audio content cannot be shared with anyone unless they are directly involved in the Master recording (audio engineer, featured artist, musician, etc.). Any Master recording that is found in violation of these restrictions may be subject to termination of its commercial rights without refund. In addition, the Master recording may be subject to removal from all third party distributors with the assistance of copyright infringement enforcers. Any loss incurred with such removal is not the responsibility of Licensors. If the licensee is unsure of the details of the commercial rights, the licensee must contact the licensor for assistance in clarifying any of these restrictions.

15. Governing Law

This License is governed by and shall be construed under the laws of the Licensors' resident country, without regard to the conflicts of laws and principles thereof.

By receiving this contract via email, you automatically agree to the terms stated above and gain non-exclusive rights to the Instrumental.