



Beats Download “*Standard License*”

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Please note:

The following license agreement is valid for all projects that you have published/released during your “*Premium*” subscription on beats-download.com:

Intro

This is an agreement between Adrian Fast doing business as “*Beats Download*”, and its successors and assigns (“*Beats Download*” or “we” or “us” or “our”) and you, or the entity on whose behalf you are entering this agreement with (“licensee” or “you” or “your”) with respect to your non-exclusive usage of a sound recording downloaded from our website. These sound recordings are the recordings of musical compositions created by third party music producers traditionally referred to in the music industry as ‘beats’.

By purchasing or downloading a beat from our website: beats-download.com, you agree to be bound by the following terms and conditions in relation to the sound recording you have downloaded (the “Agreement” or “License”):

The Beat

We own all rights (with the exception of the underlying musical composition which has been retained by the third party music producer(s) who created the beat and any and all public domain elements embodied in the beat, as applicable in relation to the sound recording of the beat listed on our Website beats-download.com.

Use of the Beat:

By purchasing or downloading our beats on beats-download.com we grant you a limited non-exclusive, non-transferable license and the right to incorporate, include and/or use the Beat in the preparation of new songs or to incorporate the Beat into a new piece of



instrumental music created by the Licensee. Licensee may create the new song or new instrumental music by recording his/her written lyrics over the Beat and/or by incorporating portions/samples of the Beat into pre-existing instrumental music written, produced and/or owned by Licensee. The new song or piece of instrumental music created by the Licensee which incorporates some or all of the Beat shall be referred to as the “New Song”.

Permission is granted to Licensee to modify the arrangement, length, tempo, or pitch of the Beat in preparation of the New Song for public release.

This License grants Licensee a worldwide, non-exclusive license to use the Beat as incorporated in the New Song in the manners and for the purposes expressly provided for herein, subject to the sale restrictions, limitations and prohibited uses stated in this Agreement. Licensee acknowledges and agrees that any and all rights granted to Licensee in the Beat pursuant to this Agreement are on a **NON-EXCLUSIVE** basis and Producer shall continue to license the Beat upon the same or similar terms and conditions as this Agreement to other potential third-party licensees.

The New Song may be used for any promotional purposes, including but not limited to, a release in a single format, for inclusion in a mixtape or free compilation of music bundled together (EP or album), non-monetized digital streaming;

Licensee may perform the song publicly for Unlimited profit performances, including but not limited to, at a live performance (i.e. concert, festival, nightclub etc.) and/or on the internet via third-party streaming services (Spotify, YouTube, iTunes etc.).

The Licensee may use the New Song in synchronization with audiovisual works (a “Video”). The Video may be uploaded to the internet for digital streaming and/or free download by the public including but not limited to on YouTube and/or Vevo. Producer grants no other synchronization rights to Licensee;

The Licensee may make the New Song available for sale in physical and/or digital form and sell **1000** downloads/physical music products and are allowed **50 000** monetized (or non-monetized) video and **50 000** monetized (or non-monetized) audio streams. The New Song may be available for sale as a single and/or included in a compilation of other songs bundled together by Licensee as an EP or a full-length Album. The New Song may be sold via digital retailers for permanent digital download in mp3 format and/or physical format, including compact disc and vinyl records. For clarity and avoidance of doubt, 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 (or instrumental as detailed above) for its rights under this provision to a vest. Any sale of the Beat in its original form by Licensee shall be a material breach of this Agreement and the Licensee shall be liable to the Licensors for damages as provided hereunder.

Subject to the Licensee’s compliance with the terms and conditions of this Agreement, Licensee shall not be required to account or pay to Producer any royalties, fees, or monies paid to or collected by the Licensee (expressly excluding mechanical royalties), or which would otherwise be payable to Producer in connection with the use/exploitation of the New Song as set forth in this Agreement.



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:

Licensee shall not engage in any unlawful copying, streaming, duplicating, selling, lending, renting, hiring, broadcasting, uploading, or downloading to any database, servers, computers, peer to peer sharing, or other file-sharing services, posting on websites, or distribution of the Beat in the form, or a substantially similar form, as delivered to Licensee. Licensee may send the Beat file to any individual musician, engineer, studio manager or other people who are working on the New Song.

THE LICENSEE IS EXPRESSLY PROHIBITED FROM REGISTERING THE BEAT AND/OR NEW SONG WITH ANY CONTENT IDENTIFICATION SYSTEM, SERVICE PROVIDER, MUSIC DISTRIBUTOR, RECORD LABEL OR DIGITAL AGGREGATOR (for example TuneCore or CDBaby, and any other provider of user-generated content identification services).

The purpose of this restriction is to prevent you from receiving a copyright infringement takedown notice from a third party who also received a non-exclusive license to use the Beat in a New Song. The Beat has already been tagged for Content Identification (as that term is used in the music industry) by Producer as 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.

As applicable to both the underlying composition in the Beat and to the master recording of the Beat: (i) The parties acknowledge and agree that the New Song is a “derivative work”, as that term is used in the United States Copyright Act; (ii) As applicable to the Beat and/or the New Song, there is no intention by the parties to create a joint work; and (iii) There is no intention by the Licensor to grant any rights in and/or to any other derivative works that may have been created by other third-party licensees.

Ownership:

The Producer is and shall remain the sole owner and holder of all rights, title, and interest in the Beat, including all copyrights to and in the sound recording and the underlying musical compositions written and composed by Producer. Nothing contained herein shall constitute an assignment by Producer to Licensee of any of the foregoing rights. Licensee may not, under any circumstances, register or attempt to register the New Song and/or the Beat with the U.S. Copyright Office. The aforementioned right to register the New Song and/or the Beat shall be strictly limited to Producer. Licensee will, upon request, execute, acknowledge and deliver to Producer such additional documents as Producer may deem necessary to evidence and effectuate Producer’s rights hereunder, and Licensee hereby grants to Producer the right as attorney-in-fact to execute, acknowledge, deliver and record in the U.S.



Copyright Office or elsewhere any and all such documents if Licensee shall fail to execute same within **five (5)** days after so requested by Producer.

For the avoidance of doubt, you do not own the master or the sound recording rights in the New Song. You have been licensed the right to use the Beat in the New Song and to commercially exploit the New Song based on the terms and conditions of this Agreement. Notwithstanding the above, you do own the lyrics or other original musical components of the New Song that were written or composed solely by you.

With respect to the publishing rights and ownership of the underlying composition embodied in the New Song, the Licensee, and the Producer hereby acknowledge and agree that the underlying composition shall be owned/split between them as follows:

- Licensee, owns 50% of the writers share.

- Producer, owns 50% of the writers share.

Producer shall own, control, and administer **Fifty Percent (50%)** of the so-called “Publisher’s Share” of the underlying composition.

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 ownership interest in the composition to indicate that Producer wrote and owns 50% of the composition in the New Song and as the owner of 50% of the Publisher’s share of the New Song.

The licensee shall be deemed to have signed, affirmed and ratified its acceptance of the terms of this Agreement by virtue of its payment of the License Fee to Licensor and its electronic acceptance of its terms and conditions at the time Licensee made payment of the License Fee.

Mechanical License: If any selection or musical composition, or any portion thereof, recorded in the New Song hereunder is written or composed by Producer, in whole or in part, alone or in collaboration with others, or is owned or controlled, in whole or in part, directly or indirectly, by Producer or any person, firm, or corporation in which Producer has a direct or indirect interest, then such selection and/or musical composition shall be hereinafter referred to as a “Controlled Composition”. Producer hereby agrees to issue or cause to be issued, as applicable, to Licensee, mechanical licenses in respect of each Controlled Composition, which are embodied on the New Song. For that license, on the United States and Canada sales, Licensee will pay mechanical royalties at one hundred percent (100%) of the minimum statutory rate, subject to no cap of that rate for albums and/or EPs. For license outside the United States and Canada, 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.

Credit:

Licensee shall have the right to use and permit others to use Producer’s approved name, approved likeness, and other approved identification and approved biographical material concerning the Producer solely for purposes of trade and otherwise without restriction solely



in connection with the New Song recorded hereunder. Licensee shall use best efforts to have Producer credited as a “producer” and shall give Producer appropriate production and songwriting credit on all compact discs, record, music video, and digital labels or any other record configuration manufactured which is now known or created in the future that embodies the New Song created hereunder and on all cover liner notes, any records containing the New Song and on the front and/or back cover of any album listing the New Song and other musician credits. The licensee shall use its best efforts to ensure that Producer is properly credited and Licensee shall check all proofs for the accuracy of credits, and shall use its best efforts to cure any mistakes regarding Producer's credit. In the event of any failure by Licensee to issue the credit to Producer, Licensee must use reasonable efforts to correct any such failure immediately and on a prospective basis. Such credit shall be in the substantial form: “Produced by *Producer-Alias*”.

Name and Likeness:

Company (Beats Download) may, at times, for marketing purposes, identify you as the recording artist that created a Master Recording using the Beat. You consent to such usage by Company (and each third party designated by us), in our sole discretion in any and all media (now known or later devised). With regards to such purpose, you grant us the perpetual right throughout the universe to use, and to permit others to use, your name(s), likeness(es), biographical and photographic material(s), and trademark(s) (the "Artist Image") in our sole discretion. You agree to cooperate with Company in furtherance of Company's usage of the Artist Image, including providing a bio and photographs for Company to use, upon Company's request.

Linking. In the event that you upload the Master Recording to a YouTube channel, SoundCloud channel, and/ or similar streaming platform (a "Channel"), you agree to include a link to Beats Download's homepage where you state the Beat was obtained at beats-download.com.

Disclaimer of Warranties:

To the fullest extent permitted by law, the Beat is provided "as is" and on an "as available" basis and we disclaim any and all warranties of any kind, whether express or implied, including: (i) any implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; and (ii) any warranty arising out of course of dealing, usage, or trade, to the fullest extent permitted by applicable law. Downloading of the Beat is accessed at your own risk, and you shall be solely responsible for any damage to your property, including, but not limited to, your computer system and any device you use to access the Beat or any other loss that results from accessing the Beat. You acknowledge and agree that we are not liable, and you agree not to seek to hold us liable, for the conduct of third parties, including operators of external sites, and that the risk of injury from such third parties' rests entirely with you. You are solely responsible for all of your communications and interactions with the Producer. You understand that we do not make any attempt to verify the statements of the Producer. We make no warranty that the Beat will meet your requirements



or be available on an uninterrupted, secure, or error-free basis. We makes no warranty regarding the quality of the Beat.

Indemnification and Limitation of Liability:

You agree to indemnify, defend, and hold us, our affiliates, successors, assigns, agents, distributors, designees, licensees, agents, contractors, and employees (together, the "Indemnified Parties"), harmless from and against any and all damages, losses, costs and expenses (including reasonable attorneys' fees and costs actually incurred) which may be suffered or incur by the Indemnified Parties in connection with any claim, demand or action by a third party arising out of any breach of or alleged breach of any agreement, representation, grant, or warranty made or assumed by you under this Agreement or otherwise arising with respect to the rights granted to us as per this Agreement and the exercise of such rights. To the fullest extent permitted by law, in no event will we be liable to you for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access platform our or use of the Beat or any materials or content on the Beat or services, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not we have been informed of the possibility of damage. To the fullest extent permitted by law, the aggregate liability to you for all claims arising out of this Agreement, whether in contract, tort, or otherwise, is limited the amounts you have paid to us during the one year period prior to the date of your claim against us.

Dispute Resolution:

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Frankfurt, Hessen/Germany before one arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the Hessen/Germany, exclusive of conflict or choice of law rules.



General Provisions:

It is expressly agreed that nothing contained in this Agreement shall constitute a partnership, a joint venture, agency or employment relationship between you and us. We shall be entitled to terminate the licenses granted under this Agreement immediately in the case you should breach any term of this Agreement. We shall have the right, at its election, to assign any of its rights under this Agreement, in whole or in part, to any person or entity. You shall not have the right to assign any obligations or rights under this Agreement, absent the express consent by us. This Agreement supersedes all prior agreements between the parties pertaining to the subject matter hereof, whether verbal or written, and any further modification(s) to this Agreement shall not be binding unless in writing and signed by the parties. You are responsible for providing us a valid and current e-mail address. In the event that the last e-mail address you provided is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us via email to: admin@beats-download.com. Such notice shall be deemed given when received by us. Any waiver or failure to enforce any provision of the Agreement will not be deemed a waiver of any other provision or of such provision on any other occasion. If any portion of this Agreement is held invalid or unenforceable the remaining portions shall remain in full force and effect and such portions held invalid or unenforceable that shall, to the extent permitted by law, be construed in a manner to reflect, as nearly as possible, the original intention of the Parties.