



Insynthesia.com

License Agreement

(Basic License, Non-Exclusive) Sound Recording, Beats, Non -Exclusive MP3 Beat License Agreement)

Jackie Romeu (Insynthesia Music Productions) the licensor ("Seller"), in exchange for a cash payment ofand in accordance with the terms and conditions stated in this agreement, grants:

_____ *Licensee ("Buyer") Name of the licensee's rights as defined below in the copyrighted musical composition*

_____ *(the "Beat") Name*

of the Beat commencing on the date _____.

Jackie Romeu (Insynthesia Music Productions/Insynth Music "Songwriter" hereinafter referred to as the "Licensor". Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work entitled:

"Composition") as of and prior to the date first written above. The Composition, including the music thereof, was composed by Jackie Romeu (Insynthesia Music Productions/Insynth Music ("Songwriter") managed under the Licensor.

All licenses are non-refundable and non-transferable.

BEAT RIGHTS GRANTED TO LICENSOR (*The Seller*) grants to the licensee limited, non-exclusive, non-transferable rights to use the Beat in the production of one new musical composition and master recording ("New Song.") The licensee shall create the New Song by combining the Beat with substantial new elements including lyrics, instrumental tracks, vocals, samples, or other sounds owned by or properly licensed to the licensee.

Mechanical Rights: The Licensor hereby grants to Licensee a non-exclusive license to use Master Recording in the re- production, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disk, digital downloads, other miscellaneous audio and digital recordings worldwide for up to the pressing or selling a

total of _____ copies.

BEAT RIGHTS RETAINED BY LICENSOR: The licensor retains full copyright ownership of the Beat. The Licensee may not loan, rent, share, upload, or resell the Beat. Buyer may not re-assign rights to the Beat, in whole or in part, to any party. Following the execution of this Agreement, the licensor may continue to transfer or license any and all rights to the Beat to any other parties for any purpose, exclusively or non-exclusively. Previous licensees of the Beat will retain their license rights in full as per licensing agreement.

PERMITTED USES OF THE NEW SONG: Licensee has the right to perform record, reproduce, distribute, stream, and sell the new song worldwide, royalty free.

These rights are subject only to the limits described below:

- **Distribution:** Licensee may distribute a maximum of:
MP3 2000 units/ WAV 5,000 units/TRACKOUT 10,000 units of the New Song combining hard copies, digital copies, and digital downloads, including all units provided free and for non-profit use.
- **Streaming:** Licensee is authorized 500,000 monetized audio streams to sites like of the new song on Spotify, Pandora, Apple Music, RDIO, Rhapsody and Co and similar distribution services.
- **YouTube:** The licensee may use the new song as an audio track in the creation of one music video. Licensee may upload this video to YouTube, Vevo, Vimeo and other services for up to 500,000 non-monetized video streams on all total sites, however, monetization on YouTube **is NOT PERMITTED**
- **Synchronization:** The use of the New Song in film, television, video games, jingles, and commercials is licensed separately, and such synchronization **uses are NOT PERMITTED**. A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.
- **Performance Rights.** The Licensor hereby grants to Licensee a non-exclusive license to use the Master Recording in Unlimited profitable performances, shows, or concerts.
- **Broadcast Rights.** The Licensor hereby grants to Licensee a non-exclusive license to broadcast or air the Master Recording in two (2) radio stations through two (2) station channels, respectively. The Licensee shall not be permitted to receive compensation for such broadcasting.
- **Audio Samples.** 3rd party sample clearance is the responsibility of the licensee.

When either of the above distribution or streaming limits have been reached, The Licensor's rights of both distribution and streaming of the new song under this agreement are immediately terminated. Should the licensee continue to distribute or stream the new song after termination of the Buyer's rights to do so under this agreement, the licensor expressly agrees that 100% of all copyright interests in the new song composition and master recording are thereby irrevocably transferred from the Buyer to the Seller at the moment the distribution or streaming limits have been exceeded.

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

The licensee may, at the sole discretion of the licensor and only if the Beat has not already been exclusively licensed to another party, extend the distribution and streaming limits of the new song by executing a new agreement with the Licensor.

LICENSOR CREDIT: *Licensee shall acknowledge and credit the original authorship of the Composition appropriately and reasonably in all media and performance formats under the name of Jackie Romeu (Insynthesia Music Productions/Insynth Music ("Songwriter")) "in writing where possible and vocally otherwise.*

DELIVERY OF THE BEAT: The licensor shall deliver the Beat in an untagged master MP3 or file + an untagged master WAV file or Tracked out WAV files (*including MP3+mastered Wav File*)

Governing Law: This License is governed by and shall be construed under the law of The United Kingdom, without regard to the conflicts of laws principles thereof.

Terms: Executed by the Licensor and the Licensee, to be effective as for all purposes as of the Effective Date first mentioned above and shall terminate exactly ten (10) years from this date.

ACCEPTANCE OF THIS AGREEMENT:

By affixing their signatures below, the parties agree to be mutually bound by the terms of this Agreement.

Name of Beat

Licensee signature:

Date _____

Address _____

Licensee's Printed Name _____

AKA(s) _____

Licensee's record label _____

Licensor signature _____

Date: _____