



This Non-Exclusive Professional License (Contract Preview Only) Agreement (the "Agreement"), having been made on and effective as of 4/22/25, 11:07 AM (the "Effective Date") by and between Not Available in Preview Mode p/k/a CraddyMusic (the "Producer" or "Licensor"); and Licensee residing at [N/A] ("You" or "Licensee"), sets forth the terms and conditions of the Licensee's use, and the rights granted in, the Producer's instrumental music file entitled Tropical Depression (the "Beat") in consideration for Licensee's payment of \$99.99 (the "License Fee"), on a so-called "Professional License (Contract Preview Only)" basis.

License Fee & Delivery:

- **Fee:** You must pay a **\$99.99** Professional License Fee to activate the agreement.
- **Delivery:** After payment, you'll receive an email with a download link for the beat, including both WAV and MP3 files, plus the "tracked-out" stems (separated audio tracks) sent to your provided email.

Term:

- The license lasts indefinitely as long as you follow the rules. If either party violates any terms (like usage limits or unpaid royalties), the license can be terminated immediately. Past obligations remain even after termination.

Use of the Beat:

- **Non-Exclusive:** The beat is non-exclusive; others may also license or use it.
- **One Song:** You may create one original song/recording by adding unique elements (e.g., vocals, new melodies, or rearrangements). Others cannot reuse your version.
- **For Sale \& Streaming:** You can distribute your song freely (for free or profit) on various platforms, but must follow limits and give proper credit.
- **Public Performances:** Live performance is allowed; recorded live shows count as a new recording under these rules.
- **No Radio:** The song cannot be promoted on any radio format without upgrading to an "UNLIMITED" license.
- **One Video:** One music video is permitted (max 5 minutes or song length). It must solely promote your song, be posted on free platforms, show no monetization, and credit CraddyMusic. TV, commercials, movies, or games require a higher license.
- **No Content ID:** Do not register your song (or parts of it) with ContentID services. Only the producer may register the beat.
- **Sales/Stream Cap:** You may sell up to 10,000 copies and have up to 500,000 streams total. Exceeding these limits means you must remove your song or upgrade your license.
- **No Direct Use:** You cannot use the beat by itself; it must be part of your unique composition.

PRO Registration:

When registering your song (e.g., with ASCAP or BMI), credit CraddyMusic as a 50% co-writer using the PRO details:

- **Name:** CraddyMusic
- **PRO Organization:** ARTISJUS
- **IPI Number:** 730189061

Royalties:

- **Ongoing Payments:** You owe the producer additional royalties beyond the initial fee. These can be handled automatically via your distributor or paid directly via PayPal or bank transfer.
- **Mechanical Royalties:** When your song is sold or streamed, pay 50% of the mechanical royalties to the producer at or above the legal minimum rate.

Credit:

- Always credit the producer as "CraddyMusic" (or "Produced by CraddyMusic") in all standard places (metadata, liner notes, descriptions, etc.). For songwriting, list them as a co-writer. Correct any missing credits as soon as possible.

Ownership:

- The producer retains full ownership and copyrights for the beat.
- You own your creative additions, but any copyright registration for your new song must state it is a derivative work, with no claim on the original beat.
- **Audio Samples:** If the beat includes third-party samples, you are responsible for clearing them.

Breach by You:

- **Non-Compliance:** If you violate any terms and do not remedy the breach within 5 business days of a written warning, your license is canceled, and you must remove the beat from all public platforms.
- **Unauthorized Use:** Any prohibited use (e.g., over-limit sales, radio use without upgrade, or uncleared samples) requires you to pay the producer all earnings derived from that misuse.
- **Legal Action:** The producer may immediately seek a court order to stop your use and may sue for damages beyond stopping the breach.

Representations, Warranties, \& Indemnification:

- **Producer's Warranty:** The producer legally owns the beat and guarantees its use under the agreement won't violate any rights or laws.
- **Your Responsibility:** Ensure your finished song (lyrics, samples, etc.) complies with all applicable laws and rights.
- **Cost Recovery:** If a breach causes either party to be sued, the party at fault must cover all related legal costs and damages.

Miscellaneous:

- **No Injunction:** You agree not to seek court orders against the producer if they breach the agreement.
- **Entire Agreement:** This document is the complete and final agreement, replacing all previous agreements.
- **Amendments \& Severability:** Changes must be in writing and signed by both parties, and if any part is invalid, the rest remains in effect.
- **Earnings Restriction:** You may only earn money from the beat or your new creation as explicitly permitted.
- **Electronic Consent:** Paying the fee and clicking "agree" constitutes full, binding acceptance of these terms.

Definitions & Scope:

- This covers the 'Beat' (the instrumental files), your 'New Composition' (your song using the Beat), and your 'New Recording' (the finished audio). It applies to all current and future ways you choose to use or share your song.

Audit & Reporting Rights:

- Send a simple royalty report every quarter (sales, streams, sync, video). Once a year, I may request to review those numbers.

Payment Terms & Courtesy:

- Royalties are due 30 days after each quarter. A small late fee (1.5% per month plus \$50) helps cover extra admin if things run behind.

Mutual Protection:

- If a third party raises a claim about your use of the Beat or song, you'd handle it, and I'll back you up as best I can. My maximum exposure is limited to the fees you've paid me.

Fixing Issues & Parting Ways:

- If something needs correction, I'll let you know in writing and give you 5 business days to sort it out. If we can't, the license ends, and you'd remove or return the files.

Sync & Placement Heads-Up:

- Just drop me a line 10 days before you use the song in ads, films, or games. If I don't respond in 5 days, you're free to go ahead.

Insurance for Big Syncs:

- For sync deals over \$10,000, kindly add me to your errors-and-omissions policy (min. \$1 million) to keep us both covered.

Privacy & Respect:

- We must keep our financial terms private.

Sharing & Transfers:

- If you'd like to assign or sublicense your rights, just ask—once we both agree in writing, you're all set.

Unforeseen Delays:

- If uncontrollable events (storms, emergencies, war) slow us down, we'll pause and resume as soon as possible.

Future-Proofing:

- This agreement covers all current and future platforms—NFTs, AI tools, VR/AR, and anything new that comes along.

Non-Refundable Fee:

- The upfront license fee is non-refundable once paid, as it secures your rights under this agreement and covers the cost of preparing and delivering the Beat.