



THIS LICENSE AGREEMENT is made on 4/21/25, 6:26 PM ("Effective Date") by and between Licensee (hereinafter referred to as the "Licensee"), also, if applicable, professionally known as Licensee, and CraddyMusic ("Songwriter"). (hereinafter referred to as the "Licensor"). Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work entitled Tropical Depression ("Composition") as of and prior to the date first written above. The Composition, including the music thereof, was composed by CraddyMusic ("Songwriter"), managed under the Licensor.

License Fee & Delivery:

- Fee: Pay a **\$39.99** license fee to activate the agreement.
- Delivery: After payment, you'll get a download link for both high-quality WAV and MP3 files via your email.

Term:

- The license lasts indefinitely unless either party ends it as per the agreement rules.

Use of the Beat:

- Non-Exclusive: The beat isn't exclusive; the producer may license it to others.
- One Song: You can create one unique song (modify with vocals or tweaks), but can't let others reuse your version.

- Sales \& Streaming: You may sell or stream your song freely (free platforms or paid services).
- Live Performances: Perform live anywhere; recorded live shows count as new tracks (same rules apply).
- No Radio: Radio plays (AM/FM, satellite, Internet) aren't allowed without upgrading to an "UNLIMITED" license.
- One Music Video: You may produce one music video (max 5 minutes or song length). It must promote your song only, credit CraddyMusic, and not be used on TV, movies, or games.
- Content ID: Do not register your song with ContentID services; only the producer may do so.
- Sales/Streaming Cap: Limit is 10,000 copies or 100,000 streams. Exceeding these limits requires removal or an upgrade.
- Direct Beat Use: The beat must be transformed into a new song; you cannot use it in its original form.

PRO Registration & Royalties:

- PRO Registration: When registering your song (e.g., with ASCAP or BMI), credit CraddyMusic as a 50% co-writer using PRO ID ARTISJUS -- IPI: 730189061.

Ongoing Royalties:

- You must pay ongoing royalties from sales/streams.
- Payments can be handled automatically via your distributor or paid directly (PayPal: CraddyMusic@gmail.com or via bank transfer upon request).
- Mechanical Royalties: Split mechanical royalties 50/50 with the producer (at least the legal minimum).

Credit & Ownership:

- Credit: Always credit the producer as "CraddyMusic" (or "Produced by CraddyMusic") in song metadata, liner notes, or video descriptions; list as co-writer when applicable.

- **Ownership:** The producer keeps full ownership of the beat. Your final track must note that it's a derivative work based on the producer's beat.

Breach & Legal Actions:

- **Correction Period:** If you break the rules, you have 5 business days to fix it after a written warning; if not, the license is cancelled, and you must remove your work.
- **Unauthorized Use:** For any unapproved use (e.g., over-limit sales, radio use without upgrade), you must pay the producer all earnings from that misuse.
- **Legal Enforcement:** The producer may seek a court order to stop unauthorized use and can sue for further damages.

Representations, Warranties & Indemnification:

- **Producer's Warranty:** The producer legally owns the beat, and the allowed use won't infringe on others' rights.
- **Your Responsibility:** Ensure your song (lyrics, samples, etc.) complies with all laws and rights.
- **Cost Recovery:** If either party is sued due to a breach, the party at fault must cover the other's legal costs and damages.

Miscellaneous:

- **No Injunction:** You agree not to seek court injunctions against the producer if they breach the agreement.
- **Entire Agreement:** This contract is final and replaces all previous agreements.
- **Amendments & Severability:** Changes must be in writing; if any section is invalid, the rest still applies.
- **Earnings Restriction:** Only earnings explicitly allowed by the agreement are permitted.
- **Electronic Consent:** By paying and clicking "agree," you accept all terms as if you signed a paper contract.

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.