



THIS LICENSE AGREEMENT is made on 4/22/25, 11:22 AM ("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 the **\$199.99** license fee to activate this agreement.
- Delivery: After payment, you'll get an email with links to download WAV, MP3, and STEM files.

Term:

- The license lasts indefinitely unless you or the producer ends it by following these rules.

Use of the Beat:

- **Non-Exclusive:** The producer may license the same beat to others.
- **One Song & Recording:** Create one new track by adding vocals/instruments or tweaking tempo, pitch, length, etc. You alone hold this right—no transfers or sublicenses.
- **Sales & Streaming:** Distribute free (mixtapes, SoundCloud) or paid (iTunes, Spotify, CDs) with no copy or stream limits.
- **Live Performances:** Perform anywhere (including paid gigs). One live recording counts as your one allowed recording.
- **Radio:** Submit to FM/AM, satellite, or internet radio without extra permission.
- **Music Videos & Sync:** Up to two videos (max 5 min or song length), promoting only your song, credited "Produced by CraddyMusic," monetizable on YouTube/Instagram/Facebook. TV, film, ad, or game use requires a separate license and royalty split.
- **No ContentID:** Don't register your song on systems like YouTube ContentID.
- **No Direct Beat Sales:** You may not sell or profit from the raw beat alone—only your transformed song.
- **Samples:** You're responsible for clearing any samples used in the beat.

PRO Registration & Royalties:

- **PRO Split:** Register your song with ASCAP or BMI, crediting CraddyMusic as 50% co-writer (IPI: 730189061).

Ongoing Royalties:

- Mechanical Royalties: Split downloads/streams 50/50 at the statutory rate.
- Recording Royalties: Producer gets 50% of sync fees (ads, TV, film)—excluding music-video income.
- Video Royalties: Producer gets 25% of the revenue from your two music videos.
- Payment: Via your distributor (e.g., TuneCore, DistroKid) or directly (PayPal: CraddyMusic@Gmail.com or bank transfer).

Credit & Ownership:

- Credit: Always list "Produced by CraddyMusic" and "Co-written by CraddyMusic" in metadata, liner notes, and video descriptions.
- Ownership: The producer retains all rights to the original beat. You own only your added lyrics, vocals, or instruments—your work is a derivative.

Breach & Legal Actions:

- Correction Period: You have 5 business days after a written warning to fix any breach, or your license ends, and you must remove your work.
- Unauthorized Use: All earnings from any misuse must be paid to the producer.
- Enforcement: The producer may seek court orders and sue for damages if you continue or threaten a breach.

Representations, Warranties, & Indemnification:

- Producer's Warranty: The producer owns the beat and its licensed use won't infringe others' rights.
- Your Responsibility: Ensure your additions (lyrics, samples, visuals) are legally cleared.
- Cost Recovery: The party at fault in any lawsuit pays all legal fees and damages to the other.

Miscellaneous:

- No Injunctions: You waive rights to seek injunctions against the producer for their breach.
- Entire Agreement: This contract is final; changes must be in writing and signed.
- Severability: If one part is invalid, the rest remains in force.
- Earnings Restriction: You may only earn as this agreement permits.
- Electronic Consent: Paying the fee and clicking "agree" binds you 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.