



### ~ Exclusive Rights Beat License Agreement ~

This License Agreement is made on 9/4/25, 12:26 PM ("Effective Date") by and between Licensee (hereinafter "Licensee"), also if applicable professionally known as Licensee, and CraddyMusic ("Licensor"). Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work entitled "**Beat Name**" ("Composition") as of the Effective Date. The Composition, including the music thereof, was composed by CraddyMusic.

#### 1. License Fee & Delivery:

- Fee: Licensee shall pay a fee of "**Negotiated Price**" to activate this Agreement.
- Delivery: After payment, Licensee will receive a download link for high-quality **WAV, MP3, Track Stems** files via email.

#### 2. Term & Territory:

- Term: This license is perpetual unless terminated under the terms of this Agreement.
- Territory: The rights granted are worldwide.

#### 3. Removal from Beat Store:

- Upon execution of this Agreement and receipt of full payment by Licensor, the Beat shall be permanently removed from Licensor's online beat store and will no longer be available for lease or exclusive sale to any third party.
- Licensor shall fulfill any outstanding non-exclusive licenses sold prior to the Effective Date but shall not grant new licenses after exclusivity is transferred to Licensee.

#### 4. Scope of Use:

- Licensee is granted a exclusive license to use the Beat to create one (1) unique Track under the following conditions:
- Direct Beat Use: The Beat must be transformed into a new Track; the original instrumental cannot be used in its unaltered form.

- Sales & Streaming: Licensee may distribute, stream, or sell the Track freely on all platforms.
- Live Performances: Unlimited live performances are allowed.
- Radio: Licensee may submit the Track for broadcast on terrestrial, satellite, and internet radio (e.g., FM/AM, SiriusXM, Pandora).
- TV Broadcasting: Licensee may submit the Track for broadcast on television, including network, cable, and streaming TV.
- Music Videos: Unlimited music videos may be produced (max 5 minutes or song length). Videos must promote only the Track and credit CraddyMusic.

## **5. Distribution & Streaming:**

- **Unlimited** distribution copies allowed.
- **Unlimited** audio streams allowed.
- **Unlimited** free downloads allowed.
- **Unlimited** monetized and non-monetized video streams allowed.
- **Unlimited** monetized and non-monetized music videos allowed.
- **Unlimited** for-profit and non-profit public performances of the Track.

### **~ Exclusions:**

- Sync/Film Rights: This License does not include synchronization rights for film, television shows, commercials, advertisements, video games, or any other audiovisual productions. If Licensee wishes to use the Track in such formats, Licensee must obtain a separate synchronization license from Licensor.
- Any potential sync use must be requested in writing, and terms (including fees, royalties, and publishing splits) shall be subject to negotiation and a separate written agreement between Licensee and Licensor.
- Content ID: Licensee may not register or allow registration of the Track with Content ID systems (e.g., YouTube, CD Baby, TuneCore). CraddyMusic reserves sole rights for Content ID registration.

## **6. Third-Party Samples:**

- Licensee is responsible for clearing any third-party samples used in the Beat. (If the list below is empty, the beat doesn't have any third-party samples.)
- Samples Used:

## **7. Credit & Ownership:**

- Licensee must credit the producer as: "Produced by CraddyMusic" in all metadata, liner notes, video descriptions, and promotional materials.
- Licensee acknowledges that CraddyMusic owns all copyrights to the Beat.
- Rights granted are non-transferable and cannot be assigned to others.

## **8. PRO Registration & Royalties:**

- Licensor retains 50% of the Writer's Share and 25% of the Publisher's Share of the Composition. Licensee retains the remaining shares.
- Both parties agree to register the Track with their PROs (Performing Rights Organizations) reflecting these splits. Nothing limits Licensor's right to collect royalties directly.

### **~ Registration Details:**

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

### **~ Master Royalty:**

- Licensee shall retain one hundred percent (100%) of the Master Recording royalties for independent releases under this Agreement.
- If the Track is commercially released by a major label, distributor, or third-party entity generating substantial revenue, the parties agree to renegotiate in good faith, and Licensor shall be entitled to a reasonable royalty percentage (customarily between 2%–5%) of the Artist's royalty income from the Master Recording.

## **9. Non-Refundable Fee:**

- The upfront license fee is non-refundable once paid.

## **10. Breach & Enforcement:**

- Correction Period: Licensee has 5 business days to correct any breach after written notice. Failure to correct may result in license termination and removal of the Track.
- Unauthorized Use: Any unapproved use (e.g., exceeding limits, radio/TV without upgrade) requires Licensee to pay Licensor all earnings derived from the misuse.

- Licensors may seek court orders or arbitration to stop unauthorized use.

#### **11. Limitation of Liability & Indemnification:**

- Disclaimer: Licensors provide the Beat "as is" and make no warranties regarding suitability or fitness. Licensors are not liable for indirect, incidental, or consequential damages.
- Indemnification: Licensee agrees to indemnify Licensors from any claims, damages, or liabilities arising from the Track's use beyond this license.

#### **12. Governing Law & Arbitration:**

- This Agreement shall be governed by and construed in accordance with the laws of Borsod-Abaúj-Zemplén, Hungary. Any dispute arising under or in connection with this Agreement shall first be subject to good-faith negotiation between the parties. If such dispute cannot be resolved, it shall be submitted to binding arbitration in Borsod-Abaúj-Zemplén, Hungary, and the decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction.