

Exclusive Rights (Stems)

- MP3 + WAV + STEMS INCLUDED
- DISTRIBUTE UP TO UNLIMITED COPIES
- UNLIMITED AUDIO STREAMS
- UNLIMITED MUSIC VIDEOS
- RADIO BROADCASTING RIGHTS (UNLIMITED STATIONS)
- UNLIMITED FREE DOWNLOADS
- UNLIMITED VIDEO STREAMS
- FOR PAID PERFORMANCES? YES
- BEAT CAN NO LONGER BE SOLD!

Exclusive Rights (Stems)

This License Agreement ("Agreement") is made on **Today's Date**, between Andre Owens of "**Madwax Records**" (referred to as "Producer" or "Licensor") and The Customer Name (referred to as "Licensee"), who resides at **The Customer Address**. This Agreement regulates the Licensee's use of the beat under the **Exclusive Rights (Stems) license**.

Under this Agreement, the Licensee is granted the right to utilize the Beat for the creation and production of an unlimited number of works ("New Songs"), in accordance with the terms outlined herein.

License Fee

The license fee is due upon execution of this Agreement. Rights to the Beat are only granted upon full and timely payment.

Delivery of the Beat

The Licensor agrees to deliver the Beat in a format of high quality, as acknowledged by the music industry. The Licensor will make commercially reasonable efforts to ensure that the Beat is provided to the Licensee without delay after payment is received. The Beat will be transmitted via email to the address designated by the Licensee.

Term

The license is granted in perpetuity and does not expire automatically.

Use of the Beat

The Licensee is authorized to utilize the Beat for the creation of an **unlimited** number of new songs or instrumentals. Modifications to the Beat, including but not limited to

arrangement, tempo, length, and pitch, are allowed. All songs produced may be released, streamed, sold, and promoted globally.

Unlimited sales, whether through downloads or physical products, as well as **unlimited** monetized and non-monetized audio and video streams, and **unlimited** free downloads, are permitted.

Public performances, such as live shows, clubs, and radio broadcasts, are also permitted. Each New Song may be synchronized with any video and published on platforms including YouTube, Vevo, or television. Synchronization is permitted for an **unlimited** number of video projects.

Upon the execution of this exclusive license, the Licensor agrees to immediately and permanently remove the Beat from sale. The Beat shall not be sold, licensed, or published in any altered form to new third parties. Previously granted non-exclusive licenses will remain unaffected. Extensions or upgrades of existing licenses are still permitted.

Restrictions

Rights cannot be transferred. The Licensee is prohibited from assigning or transferring rights to any third party. The Beat must not be resold or distributed by the Licensee, whether in its original or modified form.

Ownership

(a) The Producer retains full ownership and all copyrights for the sound recordings and musical compositions produced by the Producer.

(b) To clarify: The Licensee does not own the master or recording rights for the New Songs. The Licensee is allowed to use the Beat in New Songs and to commercially exploit them according to this Agreement. The Licensee owns the lyrics or any other original components they create independently.

(c) This Agreement is deemed accepted once the license fee is paid and electronic consent is provided.

Credit

The Licensee is permitted to utilize the name, image, and biography of the Producer in relation to the New Song.

The Licensor should be acknowledged as "Producer," preferably formatted as: "Produced by Madwax Records."

Breach by Licensee

If a breach occurs, the Licensee has five (5) business days to rectify the situation. After that, the license may be revoked. In instances of unauthorized use or sale, the Licensee is responsible for all revenue and damages. Injunctive relief may be sought. The Licensee is responsible for all associated costs, including legal fees.

Warranties and Indemnification

The Beat is provided under an "as is" license. The Licensor guarantees the authority to issue the license and confirms that no third-party rights are violated. The Licensee holds responsibility for any additional content.

Miscellaneous

This Agreement represents the complete understanding between the parties. Any amendments must be documented in writing (an email is acceptable). Provisions that are invalid do not impact the remainder of the Agreement.

Failure of the Licensor to enforce any provision will not be considered a waiver unless it is documented in writing and not addressed within 30 days.

Illinois law governs this Agreement. For consumers located in the EU, the mandatory consumer protection laws of their home country will apply. Jurisdiction is determined by the relevant law.

Notices should be sent via registered mail or courier to the specified addresses. Additionally, a copy must be sent to Andre Owens, **1430 N Western Avenue, Chicago, IL, United States, 60622.**

YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED THIS AGREEMENT AND RECOGNIZE THE SIGNIFICANCE OF LEGAL COUNSEL. A WAIVER OF COUNSEL DOES NOT NULLIFY THIS AGREEMENT.

This Agreement can be signed in several copies. Scanned or emailed versions are legally enforceable. If a signature is not present, payment and electronic agreement will serve as binding acceptance.

