

MP3 (Non-Exclusive)

- MP3 INCLUDED
- DISTRIBUTE UP TO 5000 COPIES
- 100000 AUDIO STREAMS
- 1 MUSIC VIDEO
- RADIO BROADCASTING RIGHTS (0 STATIONS)
- UNLIMITED FREE DOWNLOADS
- 100000 VIDEO STREAMS
- FOR PAID PERFORMANCES? NO

MP3 (Non-Exclusive)

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 **MP3 (Non-Exclusive)** license.

This Agreement provides the Licensee with the right to utilize the Beat for the creation and exploitation of precisely one **(1)** musical work ("New Song"), in accordance with the terms and conditions outlined herein.

License Fee

The license fee is due on the date of agreement. Rights to the Beat become effective only upon timely and full payment.

Delivery of the Beat

The Licensor consents to provide the Beat in the form of a high-quality audio file, as is typically recognized within the music industry. The Licensor shall exert commercially reasonable efforts to ensure the timely delivery of the Beat following the receipt of payment. The Beat will be sent via email to the address specified 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 in a single **(1)** new song. Alterations to the Beat (such as arrangement, tempo, length, and pitch) are allowed. The new song can be released, streamed, and promoted globally.

Permitted usage encompasses a maximum of **5000** sales (including downloads or physical units), **100000** monetized audio streams, **100000** monetized video streams, and unlimited non-monetized streams and free downloads.

Public performances (including live shows, clubs, and radio) are permitted. The New Song may be synchronized with one **(1)** video and published on platforms such as YouTube or Vevo. No further synchronization rights are granted.

The Beat must not be resold or distributed in its original or altered form by the Licensee.

Restrictions on Use

Rights cannot be transferred. The Licensee is prohibited from assigning or transferring rights to any third parties. The Beat cannot be resold or distributed, whether in its original or modified form, by the Licensee. Only one (1) song and one (1) video are permitted to be created. There should be no registration with Content ID systems or distributors that might prevent access for other users.

Ownership

(a) The Producer maintains complete ownership and all copyrights pertaining to the sound recording and the underlying musical compositions created by the Producer.

(b) To clarify: The Licensee does not possess the master or recording rights for the New Songs. The Licensee has been granted permission to utilize the Beat in New Songs and to commercially exploit them in accordance with this Agreement. The Licensee holds ownership of the lyrics or any other original elements developed exclusively by them.

(c) This Agreement is considered accepted upon the payment of the license fee and electronic consent.

Credit

The Licensee may use the name, image, and biography of the Producer in connection with the New Song.

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

Breach of Agreement

In the event of a breach, the Licensee is granted five (5) business days to rectify the violation. Failing to do so may result in the revocation of the license. Any unauthorized use or sale renders the Licensee responsible for all associated revenue and damages. Court orders may be issued to halt violations. The Licensee is responsible for all legal expenses, which include court costs and attorney fees.

Warranties and Indemnification

The Beat is offered under a license that is deemed "as is." The Licensor assures that he has the right to grant this license and that the use of the Beat/New Song will not infringe upon any rights owned by third parties. The Licensee assumes complete responsibility for any additional content they include.

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.