

THIS LICENSE AGREEMENT is made on **Thu, 26 Dec 2019 02:45:45 -0500** ("Effective Date") by and between **Licensee** (hereinafter referred to as the "Licensee") also, if applicable, professionally known as **Licensee**, and **BachBeats LLC** ("Songwriter"). (hereinafter referred to as the "Licensor"). Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work entitled **Sample Track Title** ("Composition") as of and prior to the date first written above. The Composition, including the music thereof, was composed by **BachBeats LLC** ("Songwriter") managed under the Licensor.

All licenses are non-refundable and non-transferable.

Master Use. The Licensor hereby grants to Licensee a non-exclusive license (this "License") to record vocal synchronization to the Composition partly or in its entirety and substantially in its original form ("Master Recording")

Mechanical Rights. The Licensor hereby grants to Licensee a non-exclusive license to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disk, digital downloads, other miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, the "Recordings", and individually, a "Recordings") worldwide for up to the pressing or selling a total of **Ten Thousand (10000)** copies of such Recordings or any combination of such Recordings, condition upon the payment to the Licensor a sum of **Ninety-nine Point Ninety-nine** dollars (**\$99.99**), receipt of which is confirmed. Additionally licensee shall be permitted to distribute **Unlimited free** internet downloads or streams for non-profit and non-commercial use. This license allows up to **Two Million (2000000)** monetized audio streams to sites like (Spotify, RDIO, Rhapsody) and unlimited monetization on YouTube and all other video streaming sites.

Performance Rights. The Licensor here by grants to Licensee a non-exclusive license to use the Master Recording in **Unlimited** non-profit performances, shows, or concerts. Licensee **may** receive compensation from performances with this license.

Synchronization Rights. The Licensor hereby grants limited synchronization rights for **One (1)** music video streamed online (Youtube, Vimeo, etc..) for up to **Unlimited non-monetized** video streams on all total sites. A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.

Broadcast Rights. The Licensor hereby grants to Licensee no broadcasting rights.

Credit. Licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats under the name "**BachBeats LLC**" in writing where possible and vocally otherwise.

Consideration. In consideration for the rights granted under this agreement, Licensee shall pay to licensor the sum of **\$99.99** US dollars and other good and valuable consideration, payable to "**BachBeats LLC**", receipt of which is hereby acknowledged. If the Licensee fails to account to the Licensor, timely complete the payments provided for hereunder, or perform its other obligations hereunder, including having insufficient bank balance, the licensor shall have the right to terminate License upon written notice to the Licensee. Such termination shall render the recording, manufacture and/or distribution of Recordings for which monies have not been paid subject to and actionable infringements under applicable law, including, without limitation, the United States Copyright Act, as amended.

Indemnification. Accordingly, Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, expenses, including, without limitation, reasonable attorney's fees, arising of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

Audio Samples. No 3rd party samples that would require clearance were used.

Miscellaneous. This license is non-transferable and is limited to the Composition specified above, constitutes the entire agreement between the Licensor and the Licensee relating to the Composition, and shall be binding upon both the Licensor and the Licensee and their respective successors, assigns, and legal representatives.

Governing Law. This License is governed by and shall be construed under the law of the Arizona (AZ) United States, without regard to the conflicts of laws principles thereof.

Term. Executed by the Licensor and the Licensee, to be effective as for all purposes as of the Effective Date first mentioned above and shall terminate exactly ten (10) years from this date.

- **Licensee**, owns **50%** of the writers share.

- **BachBeats LLC (BMI)**, owns **50%** of the writers share.