



NON-EXCLUSIVE MP3 BEAT LICENSE AGREEMENT

PDUB THE PRODUCER LLC, the licensor ("Seller"), in exchange for a cash payment of **\$30.00 USD** and in accordance with the terms stated in this Agreement, grants

_____ ("Buyer")
Name of the Buyer

rights as defined below in the copyrighted musical composition

_____ (the "Beat")
Name of the Beat

commencing on the date _____.
Enter the date

SELLER'S WARRANTY

The Beat is a copyrighted composition and master recording created by the Seller, who warrants that it contains only sounds created by the Seller or properly licensed to the Seller, and contains no samples that require third-party copyright clearance or licensing.

BEAT RIGHTS GRANTED TO BUYER

The Seller grants to the Buyer limited, **non-exclusive**, non-transferable rights to use the Beat in the production of one new musical composition and master recording ("New Song.") The Buyer shall create the New Song by combining the Beat with substantial new elements including lyrics, instrumental tracks, vocals, samples, or other sounds owned by or properly licensed to the Buyer.

BEAT RIGHTS RETAINED BY SELLER

The Seller retains full copyright ownership of the Beat. The Buyer may not loan, rent, share, upload, or resell the Beat. Buyer may not re-assign rights to the Beat, in whole or in part, to any party.

Following the execution of this Agreement, the Seller may continue to transfer or license any and all rights to the Beat to any other parties for any purpose, exclusively or non-exclusively. Previous licensees of the Beat will retain their license rights in full as per Seller's agreement with them.

PERMITTED USES OF THE NEW SONG

Buyer has the right to perform, record, reproduce, distribute, stream, and sell the New Song worldwide, royalty free. These rights are subject only to the limits described below.

- **Distribution:** Buyer may distribute a maximum of **2,000 units** of the New Song combining hard copies, digital copies, and digital downloads, including all units provided free and for non-profit use.
- **Streaming:** Buyer is authorized **50,000 cumulative streams** of the New Song on Spotify, Pandora, Apple Music, and similar distribution services.
- **YouTube:** The Buyer may use the New Song as an audio track in the creation of one music video. Buyer may upload this video to YouTube and other services, however, **monetization on YouTube is NOT PERMITTED.**
- **Synchronization:** The use of the New Song in film, television, video games, jingles, and commercials is licensed separately, and such **synchronization uses are NOT PERMITTED.**

When either of the above distribution or streaming limits have been reached, Buyer's rights of both distribution and streaming of the New Song under this Agreement are immediately terminated.

Should the Buyer continue to distribute or stream the New Song after termination of the Buyer's rights to do so under this Agreement, the Buyer expressly agrees that 100% of all copyright interests in the New Song composition and master recording are thereby irrevocably transferred from the Buyer to the Seller at the moment the distribution or streaming limits have been exceeded.

The Buyer may, at the sole discretion of the Seller and **only if the Beat has not already been exclusively licensed** to another party, extend the distribution and streaming limits of the New Song by executing a new agreement with the Seller.

SELLER CREDIT

The Buyer shall credit the Seller in media releases as: "Pdubcookin."

DELIVERY OF THE BEAT

The Seller shall deliver the Beat in a mixed MP3 audio file format.

ENFORCEMENT

This Agreement shall be governed and enforced under the laws of the State of Illinois, United States, in which PDUB THE PRODUCER LLC is registered.

ACCEPTANCE OF THIS AGREEMENT

By affixing their signatures below, the parties agree to be mutually bound by the terms of this Agreement.

Name of Beat _____

Buyer signature: _____

Date _____

Address _____

Buyer's Printed Name _____

Buyer's AKA(s) _____

Buyer's record label _____

Seller signature:

PDUB THE PRODUCER LLC

By: _____

*Clayton Penrose-Whitmore
Its: Manager*

Date: _____