

NON-EXCLUSIVE TRACKOUT BEAT LICENSE AGREEMENT

PDUB THE PRODUCER LLC (the licensor, hereinafter referred to as the "Seller"), in accordance with the terms stated in this Agreement and for certain monetary compensation, grants:

(the licensee, hereinafter referred to as the "Buyer")

rights as defined below to the following musical composition ("beat"):

(name of beat) hereinafter referred to as the "Instrumental."

RIGHTS IN THE INSTRUMENTAL GRANTED BY SELLER

The Seller grants to the Buyer limited, non-exclusive, non-transferable rights to use the Instrumental in the production of one "New Work." A New Work is a composition, ("song") created by the Buyer using the Instrumental in conjunction with substantial additional elements including lyrics, sounds synthesized or natural, instrumental tracks, vocals, or samples. Buyer is further granted the right to produce one music video incorporating the New Work.

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

RIGHTS IN THE INSTRUMENTAL RETAINED BY SELLER

The Seller maintains full copyright ownership of the Instrumental, both in its mixed and tracked-out forms. Buyer is expressly forbidden from loaning, renting, reselling, or re-assigning rights to the Instrumental, in whole or in part, to any other party. This prohibition includes the Instrumental as it is provided to the Buyer, and as the Buyer may transform it by remixing, rearranging, excerpting fragments, or by removing any melodies, instruments, or tracks from the Instrumental itself.

SELLER'S WARRANTY

The Seller warrants that the Instrumental contains only sounds properly licensed to the Seller or created by the Seller, and contains no samples that require third-party copyright clearance or licensing.

SCOPE AND DURATION OF LICENSE

Buyer may perform, record, duplicate, distribute, and sell the New Work in both physical and electronic formats worldwide during the term of this license. Buyer may license the New Work to be broadcast on terrestrial radio and to be streamed on interactive and non-interactive Internet services such as Pandora, Spotify, and similar services. The New Work may be uploaded to YouTube, Facebook, and similar social networking services. Buyer may monetize plays of the New Work on all of the above-described services.

Other synchronization uses, including movies, television, and commercials are licensed separately, and such uses are not permitted under this agreement.

The license remains in effect, subject to the Buyer's adherence to the terms of this Agreement, until a quantity of 10,000 copies of the New Work are sold, after which this license expires and all Buyer's rights are terminated.

The Instrumental is provided royalty-free to the Buyer during the term of the license for all approved uses under this agreement.

SELLER'S RIGHTS IN THE NEW WORK

Seller is granted the right to exhibit but not sell the New Work on the Internet or elsewhere as a part of Seller's own marketing and promotional efforts.

BUYER'S OBLIGATIONS

The Buyer must sign this agreement and deliver it to the Seller.

The Buyer is solely responsible for securing rights for all lyrics, samples, tracks, vocals, instrumentals, or other material added by the Buyer in conjunction with the Instrumental to create the New Work. The Buyer warrants that the Buyer holds or will have obtained all such rights before any reproduction or distribution of the New Work occurs.

The Buyer shall supply the Seller with a copy of the New Work, and one copy of the music video if such video is produced.

SELLER CREDIT

The Buyer shall include a credit on all physical and electronic copies of the New Work. Acceptable printed credits include: "(Prod. PDUB THE PRODUCER)" and "Prod. by PDUB THE PRODUCER." Said credit shall be provided and displayed with all deployments of the New Work on streaming and sharing services such as Pandora, Spotify, YouTube, and all similar services.

DELIVERY OF INSTRUMENTAL

Seller shall deliver an untagged, mastered Instrumental in the WAV audio file format. Tracked out files of the Instrumental shall be delivered in the WAV format.

DELIVERY OF NOTICES TO SELLER

Any notice or document required of Seller to the Buyer may be delivered by Mail to: PDUB THE PRODUCER LLC, 1210 Chicago Ave Unit 308, Evanston, IL 60202, or by e-mail at: pdubtheproducer@gmail.com.

ENFORCEMENT

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

ACCEPTANCE OF THIS AGREEMENT

Buyer signature: _____

Date _____

Address _____

Buyer's Printed Name _____

Buyer's record label _____

Seller signature:

PDUB THE PRODUCER LLC
1210 Chicago Ave Unit 308
Evanston, IL 60202

By: _____

Date: _____

Clayton Penrose-Whitmore
Its: Manager