



UNLIMITED NON-EXCLUSIVE LICENSE AGREEMENT

PDUB THE PRODUCER LLC, the licensor ("Seller"), in exchange for a cash payment of **\$150.00 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-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, monetize, and sell the New Song worldwide in unlimited quantities **in perpetuity**, subject only to the limitations described below.

- 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.**
- The use of the New Song in film, television, video games, jingles, and commercials is licensed separately, and such **synchronization uses ARE NOT PERMITTED.**

COPYRIGHT AND ROYALTIES

The ownership of the copyrights in the New Song and the master sound recording are split as follows:

Composition Copyright ("Songwriter/Publishing"): 50% to the Buyer and 50% to the Seller
Master Sound Recording Copyright: 50% to the Buyer and 50% to the Seller

The Seller shall receive, in the percentages above, income of any kind and from any source resulting from the exploitation of both copyrights ("Seller's Royalties").

The Buyer must disclose the Seller's copyright ownership percentages ("split sheet") to the Buyer's record label, aggregator, distributor, and publisher. If the Buyer registers the New Song with any copyright authority worldwide (i.e. United States Copyright Office) or with any Performing Rights Organization worldwide (i.e. ASCAP), the Buyer must disclose the Seller's ownership percentages as listed above.

The Buyer is required to forward all Seller's Royalties to the Seller, and to inform the above parties to forward all Seller's Royalties directly to the Seller in a timely manner.

INDEMNITY

The Buyer agrees to fully indemnify and hold harmless the Seller (and Seller's officers, agents, and employees) of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the Buyer's breach or alleged breach of any term, representation, or warranty of this agreement, including but not limited to the Buyer's use or alleged use of unlicensed or improperly licensed material in the creation of the New Song and the master sound recording.

SELLER CREDIT

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

DELIVERY OF THE BEAT

The Seller shall deliver the Beat in an untagged master MP3 file + an untagged master WAV file + tracked out WAV files.

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 _____

Buyers 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: _____