

This Non-Exclusive Professional License Agreement (the "Agreement"), having been made on and effective as of Sun, 11 Feb 2024 04:06:32 -0500 (the "Effective Date") by and between Producer Name p/k/a DJ Seip ({TRACK_OWNER_FULLNAME}) (the "Producer" or "Licensor"); and Licensee Licensee (the "Licensee") also, if applicable, professionally known as Licensee, sets forth the terms and conditions of the Licensee's use, and the rights granted in, the Producer's instrumental music file entitled Sample Track Title (the "Beat") in consideration for Licensee's payment of Varies (the "License Fee"), on a so-called Professional license basis. This Agreement is issued solely in connection with and for Licensee's use of the Beat pursuant and subject to all terms and conditions set forth herein.

1. License Fee:

The Licensee shall make payment of the License Fee to Producer on the date of this Agreement. All rights granted to Licensee by Producer in the the Composition are conditional upon Licensee's timely payment of the License Fee. The License Fee is a one-time payment for the rights granted to Licensee and this Agreement is not valid until the License Fee has been paid. If the Licensee fails to account to the Producer, timely complete the payments provided for hereunder, or perform its other obligations hereunder, including having insufficient bank balance, the Producer shall have the right to terminate the 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.

2. Delivery of the Beat:

- a. Producer agrees to deliver the Beat as MP3, WAV & TRACKSTEMS, as such terms are understood in the music industry.
- b. Producer shall use commercially reasonable efforts to deliver the Beat to Licensee immediately after payment of the License Fee is made. Licensee will receive the Beat via E-Mail, to the email address Licensee provided to Producer.

3. Term:

The Term of this Agreement shall be ten (10) years and this license shall expire on the ten (10) year anniversary of the Effective Date.

4. Refund & Transfer of License:

All licenses are non-refundable and non-transferable.

5. Use of Beat & Distribution Rights:

- a. In consideration for Licensee's payment of the License Fee, the Producer hereby grants to Licensee a non-exclusive license (this "License") to record vocal synchronization to the Beat partly or in its entirety, to use the Beat in 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 "New Songs", and individually, a "New Song") worldwide for up to the pressing or selling a total of Unlimited (Unlimited) copies of such Recordings or any combination of such Recordings. Additionally licensor shall be permitted to distribute Unlimited free internet downloads or streams for non-

profit and non-commercial use. This license allows up to Unlimited (Unlimited) monetized audio streams to sites like (Spotify, RDIO, Rhapsody) but not eligible for monetization on YouTube.

6. Performance Rights:

The Producer hereby grants to Licensee a non-exclusive license to use the Beat in Unlimited non-profit performances, shows, or concerts. Licensee may receive compensation from performances with this license.

7. Synchronization Rights:

The Producer hereby grants limited synchronization rights for **One (1)** music videos 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.

8. Broadcasting Rights:

The Producer hereby grants to Licensee broadcasting rights up to Unlimited Radio Station(s).

9. Ownership:

a. The Producer is and shall remain the sole owner and holder of all rights, title, and interest in the Beat, including all copyrights to and in the sound recording and the underlying musical compositions written and composed by Producer. Nothing contained herein shall constitute an assignment by Producer to Licensee of any of the foregoing rights. Licensee may not, under any circumstances, register or attempt to register the New Song and/or the Beat with the U.S. Copyright Office. The aforementioned right to register the New Song and/or the Beat shall be strictly limited to Producer. Licensee will, upon request, execute, acknowledge and deliver to Producer such additional documents as Producer may deem necessary to evidence via E-Mail to info@djseip.com and effectuate Producer's rights hereunder, and Licensee hereby grants to Producer the right as attorney-in-fact to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents if Licensee shall fail to execute same within five (5) days after so requested by Producer.

b. For the avoidance of doubt, you do not own the master or the sound recording rights in the New Song. You have been licensed the right to use the Beat in the New Song and to commercially exploit the New Song based on the terms and conditions of this Agreement. Notwithstanding the above, you do own the lyrics or other original musical components of the New Song that were written or composed solely by Licensee.

c. With respect to the publishing rights and ownership of the underlying composition embodied in the New Song, the Licensee, and the Producer hereby acknowledge and agree that the underlying composition shall be owned/split between them as follows:

- Licensee, owns Fifty Percent (50%) of the so-called "Writer's Share" (AR) of the underlying composition.

Specifically, the Lyrics.

- Niclas Riccardo Koenigsbuescher (GEMA, IPI: 862137144), owns Fifty Percent (50%) of the so-called "Writer's

Share” (AR) of the underlying composition. Specifically, the Music Composition.

- Producer shall own, control, and administer Fifty Percent (50%) of the “Publisher’s Share” of the underlying composition embodied in the Master Recording.

d. In the event that Licensee wishes to register his/her interests and rights to the underlying composition of the New Song with their Performing Rights Organization (“PRO”), Licensee must simultaneously identify and register the Producer’s share and ownership interest in the composition to indicate that Producer wrote and owns 50% of the composition in the New Song and as the owner of 50% of the Publisher’s share of the New Song.

e. The licensee shall be deemed to have signed, affirmed and ratified its acceptance of the terms of this Agreement by virtue of its payment of the License Fee to Licenser and its electronic acceptance of its terms and conditions at the time Licensee made payment of the License Fee.

10. **Mechanical License:**

If any selection or musical composition, or any portion thereof, recorded in the New Song hereunder is written or composed by Producer, in whole or in part, alone or in collaboration with others, or is owned or controlled, in whole or in part, directly or indirectly, by Producer or any person, firm, or corporation in which Producer has a direct or indirect interest, then such selection and/or musical composition shall be hereinafter referred to as a “Controlled Composition”. Producer hereby agrees to issue or cause to be issued, as applicable, to Licensee, mechanical licenses in respect of each Controlled Composition, which are embodied on the New Song. For that license, on the United States and Canada sales, Licensee will pay mechanical royalties at one hundred percent (100%) of the minimum statutory rate, subject to no cap of that rate for albums and/or EPs. For license outside the United States and Canada, the mechanical royalty rate will be the rate prevailing on an industry-wide basis in the country concerned on the date that this agreement has been entered into.

11. **Credit:** Licensee shall have the right to use and permit others to use Producer’s name, likeness, and biographical material solely for purposes of trade and otherwise without restriction solely in connection with the New Song recorded on Sample Track Title (the "Beat") hereunder. Licensee shall use best efforts to have Producer credited as a “producer” on all compact discs, record, music video, digital labels or any other record configuration manufactured which is now known or created in the future that embodies the New Song created hereunder. The licensee shall use its best efforts to ensure the Producer is properly and accurately credited, and shall use its best efforts to cure any mistakes regarding Producer's credit immediately. Such credit shall be in the substantial form: “**Prod. by DJ Seip**”.

12. **Sample Clearance:**

Any and all 3rd party sample clearances are the responsibility of the licensee.

13. **Breach by Licensee:**

a. The licensee shall have five (5) business days from its receipt of written notice by Producer and/or Producer’s authorized representative to cure any alleged breach of this Agreement by Licensee. Licensee’s failure to cure the alleged breach within five (5) business days shall result in Licensee’s default of its

obligations, its breach of this Agreement, and at Producer's sole discretion, the termination of Licensee's rights hereunder.

b. If Licensee engages in the commercial exploitation and/or sale of the Beat or New Song outside of the manner and amount expressly provided for in this Agreement, Licensee shall be liable to Producer for monetary damages in an amount equal to any and all monies paid, collected by, or received by Licensee, or any third party on its behalf, in connection with such unauthorized commercial exploitation of the Beat and/or New Song.

c. Licensee recognizes and agrees that a breach or threatened breach of this Agreement by Licensee give rise to irreparable injury to Producer, which may not be adequately compensated by damages. Accordingly, in the event of a breach or threatened breach by the Licensee of the provisions of this Agreement, Producer may seek and shall be entitled to a temporary restraining order and a preliminary injunction restraining the Licensee from violating the provisions of this Agreement. Nothing herein shall prohibit Producer from pursuing any other available legal or equitable remedy from such breach or threatened breach, including but not limited to the recovery of damages from the Licensee. The Licensee shall be responsible for all costs, expenses or damages that Producer incurs as a result of any violation by the Licensee of any provision of this Agreement. Licensee's obligation shall include court costs, litigation expenses, and reasonable attorneys' fees.

14. Warranties, Representations, and Indemnification:

a. Licensee hereby agrees that Producer has not made any guarantees or promises that the Beat fits the particular creative use or musical purpose intended or desired by the Licensee. The Beat, its sound recording, and the underlying musical composition embodied therein are licensed to the Licensee "as is" without warranties of any kind or fitness for a particular purpose.

b. Producer undertakes no responsibility whatsoever as to any "samples" (as that term is commonly understood in the recording industry) used in the production, and Licensee indemnifies and holds Producer harmless for any such elements. The licensee shall have no obligation to approve the use of any sample thereof; however, if approved, any payment in connection therewith, including any associated legal clearance costs, shall be borne by Licensee. Knowledge by Licensee that "samples" were used by Producer which was not affirmatively disclosed by Producer to Licensee shall shift, in whole or in part, the liability for infringement or violation of the rights of any third party arising from the use of any such "sample" from Producer to Licensee.

c. Parties hereto shall indemnify and hold each other harmless from any and all third party claims, liabilities, costs, losses, damages or expenses as are actually incurred by the non-defaulting party and shall hold the non-defaulting party, free, safe, and harmless against and from any and all claims, suits, demands, costs, liabilities, loss, damages, judgments, recoveries, costs, and expenses; (including, without limitation, reasonable attorneys' fees), which may be made or brought, paid, or incurred by reason of any breach or claim of breach of the warranties and representations hereunder by the defaulting party, their agents, heirs, successors, assigns and employees, which have been reduced to final judgment; provided that prior to final judgment, arising out of any breach of any representations or warranties of the defaulting party contained in this agreement or any failure by defaulting party to perform any obligations on its part to be performed hereunder the non-defaulting party has given the defaulting party prompt written notice of all claims and the right to participate in the defense with counsel of its choice at its sole expense. In no event shall Artist be entitled to seek injunctive or any other equitable relief for any breach or non-compliance with any provision of this agreement.

15. Miscellaneous:

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and cannot be altered, modified, amended or waived, in whole or in part, except by written instrument (email being sufficient) signed by both parties hereto. This agreement supersedes all prior agreements between the parties, whether oral or written. Should any provision of this agreement be held to be

void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. No failure by Producer hereto to perform any of its obligations hereunder shall be deemed a material breach of this agreement until the Licensee gives Producer written notice of its failure to perform, and such failure has not been corrected within thirty (30) days from and after the service of such notice, or, if such breach is not reasonably capable of being cured within such thirty (30) day period, Producer does not commence to cure such breach within said time period, and proceed with reasonable diligence to complete the curing of such breach thereafter.

16. Governing Law:

This License is governed by and shall be construed under the law of Berlin DE, without regard to the conflicts of laws principles thereof.