

Non-Exclusive License

This Non-Exclusive Track License Agreement (this “Agreement”), for the licensing of [the track identified on the CheapBeats Checkout Page and receipt for the transaction, and the stems for said track if purchased] (the “Track”) is a legal agreement between the party granting the license of the Track (“Licensor”) and the party receiving the license of the Track (“Recipient”), as such parties are so identified on the receipt for the transaction (the “Receipt”). Licensor and Recipient are each a “Party” and may be referred to herein collectively as the “Parties.” This Agreement is solely for the licensing of the Track, which was discovered using the platform made available by CheapBeats, Inc. (“CheapBeats”).

1. License. Subject to the restrictions in Section 2 hereof, Licensor hereby grants to Recipient a non-exclusive, non-transferable, non-sublicensable, time-limited, license, to create one (1) derivative work from the Track by incorporating a vocal melody and lyrics (“Meaningful Additions”) to the Track (the Track once combined with such Meaningful Additions, the “Derivative Work”) for public dissemination (the “License”), solely in connection with promoting Recipient’s music]. Notwithstanding the foregoing, Recipient shall have no rights to exploit the Track separate and apart from its inclusion in a Derivative Work as authorized hereunder. Recipient is not permitted to distribute the Track, other than to the extent the Track is incorporated into a Derivative Work (and then subject to the terms of this Agreement). For avoidance of doubt, this license is non-exclusive and Licensor may continue to license the Track to other third parties.

1. Licensor Likeness Rights. Unless otherwise indicated on the CheapBeats Checkout Page and Receipt, Recipient shall have no right to use the Licensor’s name, stage-name, image, or other indicia of Licensor’s identity and persona to market and promote the Derivative Work. If the CheapBeats Checkout Page and Receipt specify that the Track is licensed “with Likeness Rights” Recipient shall be required to provide attribution to Licensor on all distributions of the Derivative Work by including “Produced by _____ and Co-written by _____” in the “credits” or “personnel” sections attached to all

distributions of the Derivative Work, including without limitation, in any liner notes and meta-data.

2. Restrictions

1. Recipient shall not register the Track or Derivative Work with any performance rights organization.
 2. Recipient shall not produce, or authorize the production of, any audio-visual works incorporating the Derivative Work.
 3. Recipient is not permitted to register the Track or the Derivate Work with the U.S. Copyright Office
 4. Recipient shall only distribute the Derivative Work through the following channels: (i) physical compact discs strictly limited to 1000 prints; (ii) through internet streaming services (collectively, the “Streaming Services”), such as [(x) Spotify; (y) SoundCloud, and (z) Apple Music], strictly limited to 50,000 cumulative streams. Recipient is prohibited from making use of the song on any monetized YouTube video or channel.
 5. Recipient may engage in any live public performances of the Derivative Work, including Terrestrial Radio, but excluding any Television Broadcast. However, distribution of the Track or the Derivative work to Terrestrial Radio is prohibited.
 6. Recipient is not permitted to grant any synchronization licenses to the Track or of the Derivative work.
 7. Recipient is not permitted to distribute the Track as is (without Meaningful Additions) under any circumstance.
3. Payment. In exchange for the License, Recipient shall pay the fee (the “Fee”) set forth [on the CheapBeats Checkout Page and Receipt]. The Fee is non-negotiable, non-refundable and non-recoupable.
4. Ownership. Licensor shall continue to own all right, title, and interest in and to the master recording and composition of the Track, and nothing herein shall constitute an assignment of any such rights. For the avoidance of doubt, Recipient shall not own the intellectual property rights to the composition or sound recording of the Derivative Work. Recipient is solely licensed the right to use the Track in the Derivate Work and to exploit the Derivative Work in accordance with the terms and conditions of this Agreement.

Licensor does not intend to grant any rights in or to any other derivative works of the Track that may have been created by third parties. All Meaningful Additions written and recorded by Recipient shall be owned by Recipient. The parties do not intend to create joint work.

1. Following any termination of this License, Recipient shall be able to continue using (and owning) all Meaningful Additions that had been layered over the Track, and under no circumstances shall such layered materials be deemed owned by Licensor. However, as the License shall have terminated, Recipient shall be forbidden from making any other use of the Derivative Work, absent the purchase of another license to utilize the Track.
5. Representations, Warranties and Covenants. Licensor represents, warrants, and covenants that (i) Licensor owns, or controls the copyright in the composition and master recording of the Track; (ii) to the extent any third-party intellectual property (“Third-Party IP”) has been incorporated into the Track, Licensor has obtained all necessary rights from all applicable third-parties for (x) the inclusion of such Third-Party IP in the Track, and (y) Licensor to be able to grant the rights to Recipient contemplated herein with no consents required of, or any additional costs due to, any third party for any use of the Track by Recipient made in accordance with this Agreement; and (iii) that the Track, as provided to Recipient, does not infringe or misappropriate the intellectual property rights or any other rights of any third party.
6. Indemnification
 1. Licensor will indemnify, defend, and hold harmless Recipient and CheapBeats and their respective officers, directors, members, managers, employees, and agents from and against any damages, losses, costs, expenses, and liabilities (including reasonable attorneys’ fees) incurred by such parties in connection with any third-party claim, action, or proceeding based on or arising from Licensor’s breach of any of the representations, warranties, or covenants of Section 5.
 2. Recipient will indemnify, defend, and hold harmless Licensor and CheapBeats and their respective officers, directors, members, managers, employees, and agents from and against any damages, losses, costs, expenses, and liabilities (including reasonable attorneys’ fees) incurred by such parties in connection with

any third-party claim, action, or proceeding based on or arising from any allegation that the Derivative Work infringes upon the intellectual property rights or other proprietary rights of any third party, other than to the extent such Losses are covered under Section 6.1 above.

7. Termination

1. If Recipient is in material breach of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice, the Licensor may terminate this Agreement.
 2. This Agreement (and the License) shall automatically terminate upon the earlier of the following: (i) the date that is [twenty four (24) months from the date of purchase of the License as indicated on the Receipt]; or (ii) the Derivative Work having reached a combined count of [50,000] number of streams across the Streaming Platforms.
 3. Upon any termination or expiration of this Agreement, all rights in the Derivative Work, other than with respect to any Meaningful Additions, and the Track shall revert to the Licensor, and all Sections of this Agreement (other than those specified in Section 7.4 below) shall hereby terminate.
 4. Upon any termination or expiration of this Agreement, Sections 4-8 shall survive.
 5. Following termination of this Agreement, Recipient shall use reasonable efforts to remove the Derivative Work from the Streaming Services. For the avoidance of doubt, any physical embodiment of the Derivative Work created and distributed during the term of this Agreement by or on behalf of Recipient in accordance with this Agreement does not need to be recovered, destroyed, or otherwise reverse distributed upon the expiration or termination of this Agreement.
8. General. CheapBeats is an express, intended, third-party beneficiary under this Agreement. Neither Party may assign this Agreement without the prior, written consent of the other Party. This Agreement, forms the entire agreement between the Parties with respect to the Track and overrides any and all prior agreements or negotiations between the Parties with respect to the Track. No changes or modifications or waivers to this Agreement will be effective unless in writing and agreed to by both Parties (including via e-mail). If any provision of this Agreement is determined to be illegal or unenforceable,

that provision will be limited or eliminated to the minimum extent necessary so that this Agreement remains in full force and effect and enforceable. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law rules thereof. Headings herein are for convenience of reference only and in no way affect interpretation of the Agreement.