

PREMIUM MP3+WAV+STEMS Lease Licence

Thank you for licensing a Lazy Rida beat. We appreciate the business and wish you success with your endeavors. This is a legal document granting you the right to use the beat (s), hereinafter referred to as the „Composition” (s) chosen below (see bottom of contract). Please sign and keep for your own records.

THIS AGREEMENT, made and entered into on the {**CONTRACT_DATE**} serves as a legally binding contract between Pawel Tugeman (hereinafter 'Licensor') and {**CUSTOMER_FULLNAME**}, (hereinafter 'Licensee'). This Agreement grants the Licensee non-exclusive rights to the instrumental names {**TRACK_TITLE**}, (hereinafter 'Instrumental') The Licensee and Licensor have agreed to the following terms:

1. The Licensor grants to Licensee a Non-exclusive Licence to use the Composition(s) partly or substantially in its/their original form in the recording, manufacture and distribution of phonograph records, cassette tapes, compact discs, other and miscellaneous audio and digital recordings and any versions thereof (hereinafter collectively referred to as 'the Recordings') worldwide for the pressing or digital distribution of up to ten thousand (10,000) copies of such recordings or any combination of such Recordings, conditioned upon the payment to the Licensor a sum outlined below (see bottom of Contract).
2. Additionally, the Composition(s) can be used in profitable shows including performances, live shows or concerts. Licensee must give production credit to the Licensor for any and all distributed material. This can be done verbally (through recorded vocals on the Master Recording), or written in or on the CD booklet, its outside cover or track title. The Licensor reserves the right to keep the audio signature at the beginning of all non-exclusive instrumentals. This Licence also give rights for advertisers and media professionals. It includes profitable use of one single broadcast or medium (TV, games, websites. YouTube videos are limited up to 500 000 /five hundred thousand/ views.)

3. The Licensor hereby grants the Licensee the right to record vocal and /or instrumental synchronization to any or all parts of the Instrumental. The Licensee understands that their non-exclusive usage of the instrumental is limited to one new composition and if the Licensee wishes to use the Instrumental in other new compositions, then the Licensee must obtain another Licence to use the Instrumental from the Licensor. The Licensee also agrees to refrain from editing the Instrumental that is being licensed in this Agreement, by changing the arrangement of the Instrumental or by removing any melodies, instruments, drum programming or sounds that are contained within the instrumental.

4. Licensee shall acknowledge the original authorship of the Composition(s) appropriately and reasonably in all media and performance forms by acknowledging the relevant author in writing where possible and vocally otherwise (for example: prod. by Lazy rida). Where a project is commercially released and registered with a performance rights organisation such as BMI, ASCAP, SESAC, ZAiKS, PRS For Music or any other, Lazy Rida Beats or Paweł Tugeman shall be acknowledged as a Writer. Paweł Tugeman is registered with ASCAP, IPI Name number: 742848810

5. Payment for this Licence is non-refundable. If the Licensee fails to account to the Licensor timely and complete the payments provided for hereunder, the Licensor shall have the right to terminate this Licence upon written notice to the Licensee. Such termination shall render void the recording, manufacture and /or distribution of Recordings for which monies have not been paid subject to and actionable to as infringements under applicable law.

6. Accordingly, Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs and expenses, including, without limitation, reasonable lawyers' fees, arising out of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements here-under.

7. In the event that an Exclusive Licence (full Composition rights) is sold for the composition(s) outlined in this Non-exclusive Licence contract, the terms agreed upon an Exclusive Licence shall become binding. In the event that the Licensee exceeds the total of ten thousand *10,000) copies or any other terms herein, an extension of the Non-exclusive Licence or a re-negotiation for an Exclusive Licence will be possible, provided the Composition(s) has/have not been sold.

8. The Licensee shall receive a mixed 320 kbps MP3 and 24bit WAV format version of the Composition(s), Separate track-lines included.

9. The Licensee understands and agrees that the Composition(s) purchased content can be 'Samples', whereby the clearing of any sampled materials is the responsibility of the Licensee.

10. This Licence is non-transferable and is limited to the Composition(s) specified below, constitutes the entire Agreement between the Licensor and the Licensee relating to the Composition(s), and shall be binding upon both the Licensor and Licensee and their respective successors, assignors and and legal representatives. By receiving this Contract via email, you automatically agree to the terms stated above and gain Non-exclusive rights to the Instrumental.

11. Miscellaneous

a. If any provision of this Licence is held to be invalid, illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Licence remains in full force and effect and enforceable.

b. This Licence is governed by and shall be construed under the laws of the Republic of Poland without regard to the conflicts of laws and principles thereof. In the event of any dispute between the parties hereto arising out of this Agreement, the matter in dispute shall be referred to arbitration by any

appropriate to Licensor judicial body. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforce-ability of any other provision hereof.

d. The failure by Licensee to perform any of its material obligations hereunder shall be deemed a breach of this Agreement.

e. This Agreement shall not be construed against either party as the drafter, it being agreed that the parties have drafted this Agreement jointly.

Parties hereby Acknowledge that parties have been advised to seek and receive legal advice from independent counsel with respect to the terms and provisions contained in this Agreement. Parties have either consulted with such lawyer or have waived such right and have decided to enter into this Agreement freely, without any coercion or duress from any person.

Composition(s) Purchased:

{Track title}

Amount: **{TRACK_PRICE} {TRACK_PRICE_WORD} USD**