



FORTUNESBEATS Premium License Agreement

Thank you for licensing a Fortunesbeats 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 Agreement). Please fill out, sign and keep for your own records. Note that this Agreement is only valid when accompanied by valid proof of purchase (such as a PayPal transaction ID or bank statement).

This License Agreement (hereinafter "Non-Exclusive License" or "Agreement" or "License") is made on:

_____ ("Effective Date")

By and between:

_____ (hereinafter "Licensee")

and

Dylan "Fortunesbeats" Rex (hereinafter "Licensor").

Licensor warrants that it controls the mechanical rights in and to the copyrighted musical works included in APPENDIX A (hereinafter referred to as "Compositions") as of and prior to today. The Compositions, including the music thereof, was composed by FORTUNESBEATS ("Songwriter") managed under the Licensor.

All licenses are non-refundable and non-transferable.

Master Use

The Licensor hereby grants to Licensee a non-exclusive license to record vocal synchronization to the Composition partly or in its entirety and substantially in its original form ("Master Recording")

Mechanical Rights

The Licensor hereby grants to Licensee a non-exclusive license to use Master Recording in the 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 "Recordings", and individually, a "Recording") worldwide for up to the pressing or selling a total of 10,000 copies of such Recordings or any combination of such Recordings. Additionally, licensee shall be permitted to distribute 10,000 free internet downloads or streams for non-profit and non-commercial use. This license allows up to 10,000 monetized audio streams to sites like (Spotify, RDIO, Rhapsody). Songs can be posted on Youtube as audio or music videos.

Performance Rights

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

Synchronization Rights

The Licensor hereby grants limited synchronization rights for One (1) music video streamed online (Youtube, Vimeo, Instagram, Facebook, etc..) for up to 10,000 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.

Broadcast Rights

The Licensor hereby grants to Licensee broadcasting rights up to 1 Radio Stations.

Credit

Licensee shall acknowledge the Producer of the Composition appropriately and reasonably in all media and performance formats, in writing where possible and vocally otherwise. The Producer name can be found in the title of the Beat: (prod. by [Producer Name])

Indemnification

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

Audio Samples

3rd party sample clearance is the responsibility of the licensee.

Restrictions

The Licensee is expressly prohibited from registering the Beat and/or New Song with any Content Identification System. The purpose of this restriction is to prevent you from receiving a copyright infringement takedown notice from a third party who also received a non-exclusive license to use the Beat in a New Song. The Beat has already been tagged for Content Identification (as that term is used in the music industry) by Producer as a pre-emptive measure to protect all interested parties in the New Song. If you do not adhere to this policy, you are in violation of the terms of this License and your license to use the Beat and/or New Song may be revoked without notice or compensation to you.

Exclusive License Option.

In the event that an Exclusive License is sold for Composition(s) outlined in this Non-exclusive License contract, the terms agreed upon shall be upheld. In the event that the Licensee exceeds the total of granted unit copies or any other terms herein, an upgrade of the NonExclusive License or a re-negotiation for an Exclusive License may be possible, provided that Composition(s) has/have not been sold.

Deliverable.

Licensee shall receive a high-quality mixed MP3 and WAV format version of the Composition(s).

Miscellaneous

This license is non-transferable and is limited to the Composition specified above, constitutes the entire agreement between the Licensor and the Licensee relating to the Composition, and shall be binding upon both the Licensor and the Licensee and their respective successors, assigns, and legal representatives.

Governing Law

This License is governed by and shall be construed under the law of the NY United States of America, without regard to the conflicts of laws principles thereof.

Term

Executed by the Licensor and the Licensee, to be effective as for all purposes as of the Effective Date first mentioned above date.

if the foregoing confirms both licensor's and licensee's understanding, kindly so indicate by signing Signatures:

Licensor, Dylan Rex, Fortunesbeats.com

Licensee