

FROM: Andrew Andriyashev (“Producer”)

TO: %CLIENT_NAME% (“Artist”)

DATE OF AGREEMENT: %ORDER_DATE%

In return for payment of the fee, Producer grants a non-exclusive license to the Artist to use the chosen musical work named "%BEAT_NAME%" (referred to here as “Beat”) to create one (1) new recording (“the Track”).

The Artist shall have the right to commercially release the Tracks by any and all means, throughout the world, subject to these terms

2. The Artist’s usage of the Beat shall be limited to the following limits (“Thresholds”)

2.1 three thousand (9000) for-profit downloads or physical sales of the Track. For the purpose of calculating and the Threshold, two hundred (200) streams of the Track via so-called subscription services shall count as one sale

2.3 unlimited free internet downloads for non-profit and non-commercial use.

2.4 three hundred (300) for-profit public performances of the Track

2.5 unlimited non-profit public performances of the Track

2.6 one (1) music video for the Track

2.7 Sync placements are not allowed (Exclusive Rights would need to be purchased for that)

2.8 Monetized views on Youtube or any other video sharing platforms are not allowed (Exclusive Rights would have to be purchased for that)

Once any of the limits have been reached then the Artist will be required to extend the license by paying an additional fee or taking such other steps as required by the Producer.

The Producer shall have a 5% share of the master recording of the Tracks created with the instrumental.

If the artist decides to register the track with a Performing Rights Organization, the Artist agrees that:

The Producer shall have a fifty percent (50%) share of the publishing in the Tracks and shall receive publishing income directly from the applicable Collection Society.

4.1 The Artist will register the Producer's interest, on the Producer's behalf, at the collection society in the Artist's home territory to ensure that performance royalties are collected throughout the world

4.2 The Artist shall use this Producer's membership number and info:

Andrew Andriyashev

Socan #: 6600427

IPI#: 587921599

The Producer and the Artist shall each administer their respective shares of the publishing in the Tracks

The Artist is NOT allowed to register the Track with any type of CONTENT ID system

The Producer warrants and represents the following:

5.1 that he has the right to enter into this Agreement and to grant all the rights that are mentioned herein;

5.2 the beat stays in the catalog until Exclusive Rights are purchased

The Artist warrants that and represents the following:

6.1 that they have the right to enter this agreement

6.2 that the Tracks shall not infringe the rights of any third party

6.3 that they shall comply with all the obligations and limitations set out in this agreement

6.4 that they will not re-sell or license the beat or any sounds from the beat to any other artist, label, or third party

The Artist agrees to ensure that the Producer is credited on the metadata and packaging or promotion of the Tracks as follows [Produced by Triple A Beats]

The Artist agrees to indemnify the Producer and hold him/her harmless from all claims, losses and expenses including reasonable legal fees arising out of or resulting from a claimed breach of the Artist's warranties, representations and obligations in this agreement

If in the description the Beat is stated to contain an uncleared sample, then it is Artist's responsibility to decide if they want to clear the sample and take any steps to obtain all clearances of the sample prior to release the of Track. The Artist shall indemnify the Producer from all losses and costs arising from any claims from third parties concerning the Artist's failure to take the required steps.

The Artist acknowledges that the payment for this license is non refundable. If the Artist fails to comply with any obligation hereunder the Producer shall have the right on notice to the Artist to terminate this license and all rights shall revert to the Producer. Such termination shall render any further exploitation by the Artist as an actionable infringement of copyright.

These rights granted to the Artist are not assignable or otherwise transferable

This license constitutes the entire agreement between the parties