

FROM: Andrew Andriyashev ("Producer")

TO: %CLIENT_NAME% ("Artist")

DATE OF AGREEMENT: %ORDER_DATE%

In return for payment of the fee, Producer grants an exclusive license to the Artist to use the chosen musical work named "%BEAT_NAME%" (referred to here as "Beat") to create unlimited new recordings ("the Tracks").

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

This license is for a term of indefinite time from the date of this agreement ("Term").

Further during the Term the Artist's usage of the Beat shall be limited to the following limits ("Thresholds")

- 3.1 unlimited for-profit downloads/streams or physical sales of the Track.
- 3.2 unlimited free internet downloads for non-profit and non-commercial use.
- 3.3 unlimited for-profit public performances of the Track
- 3.4 unlimited non-profit public performances of the Track
- 3.5 unlimited music videos for the Track with unlimited amount of monetized views
- 3.6 unlimited amount of sync placements

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

If the Artist registers 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 Producer warrants and represents the following:

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

that they will promptly remove the Beat from sale and will not sell or license it to any third party hereafter. Previous leasing rights being sold before the beat has been sold exclusively are not affected and stay valid until the sales cap has been reached.

The Artist warrants that and represents the following:-

that they have the right to enter this agreement

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

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

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 of the 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