

A . R . G . M U S I C

NON-EXCLUSIVE LICENSE AGREEMENT (BEAT LEASE)

This AGREEMENT is made as of the date of purchase by and between **A. R. G. Music, LLC, doing business as Beattrunk.com** "Licensor" and **You** "Licensee" that grants the Licensee certain **non-exclusive** rights to the sound recording being licensed.

I. Payment

The Licensee agrees to pay the Licensor a **non-refundable** fee of the amount listed for purchase of the sound recording being licensed on **Beattrunk.com** including applicable state sales tax.

II. Term

This **non-exclusive** license agreement shall begin as of the date of purchase and expire two (2) years from the acceptance of this agreement.

III. Non-Infringement

The Licensor represents and warrants that the sound recording provided to the Licensee for lease is an original work of **A. R. G. Music, LLC** and to its knowledge does not infringe on existing copyrights.

IV. Master Recording

The Licensor shall provide the Licensee with a "tagged" MP3 audio file of the sound recording being licensed. The Licensor shall hereby grant the Licensee the **non-exclusive** right to record and synchronize vocals to create **one (1)** new musical composition. The Licensee shall not alter or edit the sound recording in any way including but not limited to the removing of "tags", changing the arrangement, melodies, instruments, drum sounds or rhythm programming, without written consent of The Licensor. The Licensee shall provide A.R.G. Music, LLC **one (1)** copy of the final Master Recording of said new musical composition in MP3 or WAV audio format, addressed to info@beattrunk.com. The file should include Artist's Name and Song Title, as well as contact information. The Licensor maintains **100% exclusive** rights to the sound recording being licensed including the underlying musical composition. The Licensor may continue to sell the sound recording either **exclusively or non-exclusively**. In the event the Licensor grants an **exclusive** license for the sound recording, the Licensee shall retain all **non-exclusive** rights hereby given in agreement until expiration of term in Section II.

V. Sales, Distribution, & Promotion

The Licensor shall hereby grant the Licensee the **non-exclusive** right to sale and distribute **one (1)** version of the Master Recording in the form of compact discs, digital downloads, or any physical or digital medium, for up to **5,000** copies in any combination thereof. The Licensee shall notify The Licensor for all sales exceeding **5,000** units. The Licensor shall not receive royalties from the commercial sale of said Master Recording. The Licensee may also use said Master Recording for promotion and demos, including usage in connection with Social Media Sites, Artist's Websites, or any miscellaneous promotional purposes. Licensee shall list Producer credit on said Master Recording and all promotion and demos as "produced by Joe Benson for A.R.G. Music, LLC". In the event that said

Master Recording is synchronized to any video for promotional purposes and consequently uploaded for display on YouTube, Facebook, Instagram, Vimeo, WorldStar Hip Hop, or other Social Media site, and is viewed more than **1,000,000 (1 million)** times, the Licensee shall notify Licensor to negotiate the sharing of possible advertisement revenue from the monetizing of said video and Master Recording, and the sharing of possible performance royalties if said Master Recording is registered with any applicable performing rights organization such as ASCAP, BMI, SESAC, etc.

VI. Royalties

The Licensor shall not receive royalties from the commercial sale of said Master Recording. The Licensor shall receive performance royalties if said Master Recording is registered with any applicable performing rights organization such as ASCAP, BMI, SESAC, etc. The Licensee shall notify the Licensor prior to registration with any applicable performing rights organization so that proper credit be given to writer/composer of said Master Recording.

VII. Indemnification

The Licensor and Licensee shall indemnify and hold each other harmless from any and all claims, liabilities and costs, losses, damages or expenses (including attorney's fees) arising from any third party claim directly relating to the music composition and the underlying master recordings.

VIII. Miscellaneous

This **non-exclusive** license agreement is **non-transferable** and is limited to the sound recording herein licensed for **non-exclusive** use, constitutes the entire agreement between the Licensor and the Licensee relating to said sound recording, cannot be changed except by signed agreement between the Licensor and the Licensee, and shall be binding upon both the Licensor and the Licensee and their respective successors, assigns, and legal representatives.

IX. Governing Law

This **non-exclusive** license agreement is governed by and shall be construed under the laws of the State of Mississippi.

X. Jurisdiction

The courts of the State of Mississippi shall have exclusive jurisdiction to adjudicate any dispute arising from or in connection with this **non-exclusive** license agreement.

The Licensee declares that you have read, understood, and agreed to the above terms of agreement. You further agree that any breach of this contract shall result in the revocation of the **non-exclusive** license and termination of this agreement. Violation of the terms of this agreement may constitute a violation of copyright law.