

CUSTOM BEAT AGREEMENT

(Standalone Exclusive License: Producer Retained Copyright, Flat Fee Edition v2, restated July 5, 2026)

This Custom Beat Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between the party identified as Producer on Schedule 1 ("Producer") and the party identified as Licensee on Schedule 1 ("Licensee"). This Agreement governs Licensee's use of the audio recording(s) and underlying musical composition(s) identified on Schedule 1. For good and valuable consideration, the parties agree as follows.

DEFINITIONS

"Beat" or "Master" means the audio recording identified on Schedule 1, including all stem files, full mix files, and any other audio files delivered to Licensee hereunder.

"Composition" means the underlying musical work embodied in the Master, of which Producer is the author and copyright owner as stated on Schedule 1.

"New Composition" means the musical composition resulting from the combination of the Composition with Licensee's Content in the Licensed Version.

"Licensed Version" means the single primary master recording created by Licensee incorporating the Beat together with Licensee's Content, and all Variants of that recording. Creation of an additional, musically distinct song incorporating the Beat requires Producer's prior written approval, memorialized by a supplemental Schedule 1 entry, and shall not require an additional License Fee unless the parties agree otherwise in writing.

"Variants" means sped up, slowed down, pitch shifted, remixed, edited, live, and acoustic versions of the same primary song, each of which is a Licensed Version subject to the Producer Royalty and requires no further consent.

"Instrumental Version" means the Beat as released by Producer in its standalone form, without Licensee's creative contributions.

"Master Revenue" means all gross monies actually received by or on behalf of Licensee from any use or exploitation of the Licensed Version, including without limitation sales, downloads,

streaming income, advances, sync fees, third-party license fees, performance income, and non-cash consideration valued at fair market value at the time of receipt, without any deduction for recording costs, overhead, distribution fees, management commissions, or any other expenses incurred by Licensee. Notwithstanding the foregoing: (i) amounts withheld from a payment to Licensee solely because withholding is required by applicable tax law shall not violate this no deduction rule, provided Licensee delivers official documentation of the withholding and reasonably cooperates so Producer may claim any available credit; (ii) royalties credited by a label solely against recoupment of an advance on which the Producer Royalty has already been paid shall not be counted a second time; and (iii) monies collected directly by Producer at source through Producer's own PRO, MLC, Content ID, or neighboring rights registrations are not Master Revenue and are not subject to further division.

"Authorized Territory" means the entire world.

"Licensee's Content" means any creative material added to the Beat by Licensee, including without limitation vocals, lyrics, spoken word, additional instrumentation, or other contributions not created by Producer. Licensee's Content is and remains owned by Licensee at all times.

"Controlled Compositions" means musical compositions wholly or partly written, composed, owned, or controlled by Producer that are embodied in the Master.

"Promotional Video" means a video recording of or incorporating the Licensed Version that is (i) distributed at no charge to the public, (ii) not directly monetized through advertising, sponsorship, or placement fees, and (iii) produced for the sole purpose of promoting Licensee's commercial release of the Licensed Version. Any video distributed through a monetized platform or produced in connection with a paid commercial arrangement is not a Promotional Video.

"Label Deal" means any agreement between Licensee and a third-party record label, distributor, or aggregator for the distribution or exploitation of the Licensed Version.

"License Fee" means the single upfront flat fee stated on Schedule 1. It is the price of the exclusive license granted herein, is not an advance against and is not recoupable from Producer Royalties, and is non-refundable except as expressly stated in Section 2(c).

"Producer Royalty" means the flat percentage of Master Revenue stated on Schedule 1, accruing from the first dollar of Master Revenue for the life of this Agreement.

"Accrual Threshold" means Fifty Dollars (\$50) in accrued unpaid Producer Royalties, unless a different amount is stated on Schedule 1.

"Simplified Accounting Threshold" means One Thousand Dollars (\$1,000) in cumulative lifetime Master Revenue, unless a different amount is stated on Schedule 1.

"Takedown Request" means a formal written request submitted by Licensee to its distributor or the applicable platform to remove the Licensed Version, together with reasonable proof of submission.

"CCB" means the United States Copyright Claims Board established under the CASE Act.

1. LICENSE STRUCTURE; RETAINED COPYRIGHT

IMPORTANT, LICENSE NOT ASSIGNMENT: Producer does not assign or transfer copyright ownership of the Master or the Composition to Licensee. Producer retains full copyright ownership of both at all times. This Agreement is an exclusive license only. Licensee's rights are contractual and conditioned on Licensee's continued compliance with this Agreement.

(a) **GRANT.** Subject to this Agreement, Producer grants Licensee an exclusive, perpetual (subject to termination and reversion as set forth herein), worldwide license to: (i) incorporate the Beat into the Licensed Version; (ii) manufacture, advertise, sell, license, distribute, and otherwise exploit the Licensed Version in any manner or media, provided that exploitation rights remain subject to the reversion rights in Section 10(a); (iii) perform the Licensed Version publicly by any method now or hereafter known; (iv) include Producer's audio performance in a video incorporating the Licensed Version; (v) sublicense and monetize the Licensed Version subject at all times to (A) the Producer Royalty under Section 3, (B) Producer's reserved Instrumental Version rights under Section 1(b), and (C) the sublicensing terms of Section 1(c); and (vi) create Variants and add Licensee's Content to the Beat.

CONDITIONS AND COVENANTS. The following are conditions on the scope of the license, and any use outside them is unlicensed and constitutes copyright infringement: the one primary song limitation in the Licensed Version definition; the prohibition on combining the Beat with another producer's work under Section 1(a)(2); the prohibition on structural modification of the Composition under Section 1(a)(3); the Authorized Territory; and the sublicensing terms of

Section 1(c). Payment, accounting, credit, and notice obligations are covenants, the uncured breach of which entitles Producer to terminate under Sections 10 and 11, after which any continued exploitation is unlicensed and constitutes copyright infringement.

(a)(2) COMBINATION WITH OTHER PRODUCERS' WORK. Licensee shall not combine, sequence, interpolate, or beat switch the Beat with any other producer's beat or instrumental, or embody the Beat in any composite recording, without Producer's prior written permission. Where permission is granted and the Beat comprises only a portion of the resulting recording, the parties shall agree in writing at that time on an adjusted Producer Royalty and composition split reflecting Producer's contribution. Unauthorized combination is a material breach entitling Producer to terminate; pending cure or termination, the Producer Royalty applies to the resulting recording on a pro rata basis no less favorable to Producer than Producer's actual contribution, plus actual damages.

(a)(3) MODIFICATION. Licensee may not rearrange, re-harmonize, or interpolate new musical material into the Composition without Producer's prior written consent. Variants as defined above are pre-authorized. Technical audio modifications to the Master (EQ, compression, mixing) do not constitute modification of the Composition.

(b) PRODUCER'S RESERVED INSTRUMENTAL RIGHTS; PLATFORM COOPERATION. Producer reserves the non-exclusive right to release and exploit the Instrumental Version on any platform or medium at any time, subject to any Instrumental Holdback Period stated on Schedule 1 (default: none), during which Producer will not newly release the Instrumental Version on consumer DSPs or grant new sync licenses for it. Licensee's exclusivity applies solely to the Beat as combined with Licensee's Content, and Producer collects one hundred percent (100%) of Instrumental Version revenue. PLATFORM COOPERATION: where Producer registers the Beat or Instrumental Version with Content ID or any audio fingerprinting or duplicate detection system, Producer shall (i) whitelist or clear the Licensed Version within five (5) business days of Licensee providing release metadata and ISRC, (ii) release any claim, flag, or dispute asserted by or on behalf of Producer against the Licensed Version within five (5) business days of notice, and (iii) not issue takedown notices, strikes, or ownership claims against the Licensed Version except following an uncured material breach and delivery of a termination or reversion notice under this Agreement. Licensee shall extend the same cooperation to the Instrumental Version. Failure to release a claim within the stated period is a breach by the responsible party subject to the cure periods of Section 13.

(c) **SUBLICENSING; ROYALTY PASS THROUGH.** Licensee may sublicense the Licensed Version solely in the ordinary course of commercial exploitation. Every sublicense must obligate the sublicensee to account for Producer's royalty share, and Licensee remains primarily liable for all royalty obligations. No sublicense may extinguish Licensee's payment obligations to Producer. Sublicenses terminate automatically upon termination or reversion of this Agreement, except as provided in Section 14(q).

(d) **LABEL DEAL PROTECTION.** Licensee shall comply with Section 14 with respect to any Label Deal. No Label Deal shall reduce, delay, or eliminate Producer's royalty entitlement, and Licensee remains personally liable for the Producer Royalty regardless of any label's payment practices.

(e) **PRODUCER EXCLUSIVITY COVENANT.** From the Effective Date, Producer shall not grant any new license of the Beat or the Composition to any third party, other than (i) the Instrumental Version rights reserved in Section 1(b) and (ii) pre-existing non-exclusive licenses disclosed on Schedule 1. If Producer breaches this covenant, Licensee may elect either to (x) terminate this Agreement and receive a full refund of the License Fee plus Licensee's documented direct costs incurred in reliance on exclusivity, or (y) affirm this Agreement, in which case Producer shall terminate the conflicting grant and indemnify Licensee against claims arising from it. Producer shall indemnify Licensee against claims arising from any pre-existing license that Producer failed to disclose on Schedule 1.

(f) **STEMS AND AI RESTRICTIONS.** Stems are-delivered solely for creating, mixing, and exploiting the Licensed Version. Licensee shall not sell, distribute, publish, or make available the Beat or its stems in standalone form, and shall use commercially reasonable care to prevent leaks. Neither party shall use the other party's creative contribution (the Beat and stems on one side; Licensee's Content on the other) to train any artificial intelligence model or within any generative AI service, or license it for such use, without the other party's prior written consent.

(g) **LICENSEE'S CONTENT.** Licensee owns Licensee's Content at all times. Upon any termination or reversion, Licensee retains full ownership of Licensee's Content and may re-record or release it over different music, and Producer shall have no claim to Licensee's Content itself.

2. DELIVERY OF THE BEAT

(a) Producer shall deliver the Beat as high-quality WAV files, including all available stem files, to Licensee's delivery email on Schedule 1.

(b) Producer shall deliver within three (3) business days after receipt of the License Fee. If delivered files are corrupted, incomplete, or materially defective, Producer shall re-deliver conforming files within five (5) business days of written notice.

(c) NON-DELIVERY REMEDY. If Producer fails to deliver within ten (10) business days after payment and fails to cure within five (5) business days of written notice, Licensee may cancel this Agreement and receive a full refund of the License Fee. This is the sole exception to the non-refundability of the License Fee and Licensee's sole remedy for non-delivery.

(d) Delivery does not transfer copyright ownership, which Producer retains at all times under Section 1.

3. LICENSE FEE AND ROYALTY

(a) LICENSE FEE. Licensee shall pay Producer the License Fee stated on Schedule 1 upon execution. All rights granted are conditioned on timely payment, and this Agreement is not effective until the License Fee is received. The License Fee is non-refundable except as stated in Section 2(c) and is not an advance against Producer Royalties.

(b) PRODUCER ROYALTY. Licensee shall pay Producer the Producer Royalty at the flat rate stated on Schedule 1 on all Master Revenue, from the first dollar received, for the life of this Agreement. The rate is fixed at signing and does not change with revenue volume.

(c) ACCOUNTING AND PAYMENT TIERS.

STANDARD TIER. While cumulative Master Revenue is below the Simplified Accounting Threshold and no Label Deal exists: (i) statements are due annually within thirty (30) days after each calendar year end; (ii) a statement consisting of Licensee's distributor dashboard export or equivalent report showing gross revenue by platform satisfies this obligation; (iii) a year with zero Master Revenue requires only a written confirmation of zero revenue; and (iv) if Producer Royalties owed are below the Accrual Threshold, payment may be deferred and rolls forward, becoming due within thirty (30) days after the earlier of the period in which the accrued balance meets the Accrual Threshold or each calendar year end, at which point the full accrued balance is

due regardless of amount. Properly deferred amounts are not late and accrue no interest.

FULL TIER. Once cumulative Master Revenue meets the Simplified Accounting Threshold or a Label Deal is executed, the following apply permanently: Producer Royalties are paid quarterly within thirty (30) days after each calendar quarter end; if an active Label Deal exists, the deadline adjusts to forty-five (45) days after Licensee's receipt of the label's accounting statement, but never more than one hundred eighty (180) days after quarter end. Each Full Tier payment must be accompanied by a statement showing: (i) cumulative Master Revenue to date; (ii) the Schedule 1 royalty rate; (iii) gross revenue by DSP and platform; (iv) sync and third-party license fees; (v) non-cash consideration at fair market value; and (vi) a line item calculation of Master Revenue. Statements are required every quarter regardless of revenue. An inadvertent administrative error is not a breach if corrected within fifteen (15) days of written notice; three or more consecutive erroneous statements constitute a material breach.

PAYMENT MECHANICS. Payments are made in United States Dollars by the method stated on Schedule 1. Legally required tax withholding handled per the Master Revenue definition is not a breach.

(d) LATE PAYMENT; SUSPENSION. Amounts due and unpaid accrue simple interest at one percent (1%) per month or the highest rate permitted by applicable law, whichever is lower, from the due date until paid. Two (2) or more consecutive missed payments that were actually due under Section 3(c) constitute a material breach. Following a second consecutive missed due payment and written notice, the license automatically suspends if the amount remains outstanding forty-five (45) days after its due date. During suspension, Licensee shall not engage in any new exploitation (new releases, new sublicenses, new sync grants, re-uploads, or active promotion), and any such active exploitation during suspension is unlicensed and constitutes willful infringement. Passive continuation of prior distribution during suspension, provided Licensee has submitted Takedown Requests within fifteen (15) days of the suspension taking effect, is not infringement; all revenue from such passive exploitation accrues as Producer Royalties owed and is added to the balance required for reinstatement. The license reinstates upon receipt of all outstanding amounts including interest.

(e) NON CASH CONSIDERATION. Non cash consideration is valued at fair market value at receipt and included in Master Revenue. Items with an estimated fair market value below Two Hundred Fifty Dollars (\$250) per transaction need not be individually valued or reported, except that non-cash consideration connected to a Label Deal or sync placement must always be

reported.

4. MECHANICAL LICENSES AND SYNC

(a) Producer is the copyright owner of the Composition and grants Licensee mechanical licenses (including first use) for the Licensed Version. For interactive streaming in the United States, Producer's mechanical royalties are collected through Producer's registration with the MLC; Licensee's obligations for such uses are to provide accurate metadata and split information and to cooperate with Producer's registrations. Licensee's direct payment obligation at one hundred percent (100%) of the minimum statutory rate, with no album or EP cap, applies to physical product, permanent downloads, and any configuration where Licensee or its distributor is responsible for mechanical licensing. For territories outside the United States and Canada, the mechanical rate shall be reviewed every three (3) years from the Effective Date to reflect the then prevailing industry rate in the applicable country.

(b) PROMOTIONAL SYNC. Producer grants Licensee a royalty-free sync license to reproduce Controlled Compositions in Promotional Videos featuring Licensee's performances.

(c) COMMERCIAL SYNC. For any other synchronization of the Licensed Version (including monetized videos, advertisements, film, television, and games): the master side is licensed hereunder and all master sync fees are Master Revenue; the composition side is hereby pre-approved by Producer at a composition sync fee equal to the master side fee for the same placement, allocated between the parties per their Section 5 publishing shares and payable at source where the sync licensee permits. Producer shall provide customary written confirmations reasonably required for sync clearance and errors and omissions purposes. Standalone uses of the Composition apart from the Licensed Version require a separately negotiated license.

(d) All mechanical and sync licenses granted hereunder terminate simultaneously with any termination or reversion of this Agreement.

5. PUBLISHING RIGHTS

(a) DEFAULT SPLIT. Absent a fully executed Schedule 2 stating otherwise, Producer owns fifty percent (50%) of one hundred percent (100%) of the New Composition, comprising equal portions of the writer's share and the publisher's share, and Licensee owns the remainder. A provision giving Producer fifty percent of the publisher's share only does not satisfy this default.

A fully executed Schedule 2 split sheet controls over this default.

(b) SPLIT SHEET. The parties shall execute Schedule 2 concurrently with this Agreement or promptly upon creation of the New Composition, listing the working title, each contributor's legal name, PRO affiliation, IPI number if known, writer share, publisher share, and signatures.

(c) REGISTRATION. Each party registers and collects its own writer's share through its own PRO; this Agreement governs the split, not the payment routing. The parties shall coordinate PRO and MLC registration of the New Composition within sixty (60) days of first commercial release, notify each other of filings within ten (10) days, and cooperate in good faith to resolve any registration conflict within thirty (30) days.

(d) SURVIVAL. Ownership shares in the New Composition, once created, survive termination or reversion of this Agreement; the licenses granted hereunder do not.

6. CREDIT AND LIKENESS

(a) Licensee shall credit Producer as stated on Schedule 1 (default: "Produced by prod.mason") in all labels, liner notes, applicable metadata fields on every DSP (including producer and credits fields), and all trade and consumer advertisements one quarter page or larger placed by or for Licensee in nationwide trade publications. Metadata shall be submitted to distributors at delivery.

(b) CURE AND DAMAGES. Licensee cures a credit error by submitting the correction to its distributor or platform within ten (10) business days of written notice and providing proof of submission; propagation delays after timely submission are not a breach. Willful failure to submit a correction after notice is a material breach and entitles Producer to liquidated damages of Two Hundred Fifty Dollars (\$250) per month per release, capped at the greater of One Thousand Five Hundred Dollars (\$1,500) per release or three times the Producer Royalties accrued on that release to date, in addition to other remedies.

(c) LIKENESS. Each party may use the other party's name, approved likeness, and credit solely to promote the Licensed Version (and, for Producer, the Instrumental Version), with prior written approval of promotional materials not to be unreasonably withheld, and with no implication of endorsement of unrelated products or services.

7. ACCOUNTING

(a) Where a distributor or platform offers a splits, payee, or collaborator payment feature, Licensee shall configure Producer's royalty share through that feature at Producer's request. Producer shall register Producer's own writer and publisher shares with Producer's PRO and the MLC, and Licensee shall cooperate with and not interfere with such registrations. For all revenue not covered by the foregoing, Licensee accounts and pays directly under Section 3.

(b) Licensee shall maintain complete and accurate records of all exploitation of the Licensed Version for five (5) years from each transaction, accessible to Producer electronically upon request. Producer may bring an action for any accounting discrepancy within thirty-six (36) months after the relevant statement was required. Failure to account is a material breach.

8. AUDITING

Producer may, at Producer's expense, audit Licensee's records upon thirty (30) days written notice, once per statement period, except that upon discovery of intentional fraud, falsification, or underpayment of twenty percent (20%) or more, Producer may conduct additional audits of prior periods within the retention window as reasonably necessary to quantify the discrepancy. Monies found owed are payable within seven (7) business days. If an audit reveals underpayment of five percent (5%) or more for the audited period, Licensee shall pay Producer's documented audit costs plus liquidated compensation for the administrative burden equal to ten percent (10%) of the underpaid amount, capped at Two Thousand Five Hundred Dollars (\$2,500) per audit. The lookback is thirty-six (36) months from the date a statement is rendered. If Licensee's physical records are outside the United States, records shall be made available electronically within fifteen (15) days of audit notice. Refusal of audit access is a material breach.

9. FORCE MAJEURE

This provision applies mutually. Neither party is in default if performance is delayed or becomes impossible due to circumstances beyond its reasonable control, including labor disputes, catastrophe, equipment destruction, pandemic, act of God, or governmental order (a "Force Majeure Event"). The affected party shall give prompt written notice and may suspend obligations for the duration of the event or terminate if it persists beyond ninety (90) days. Payment obligations accrued before the event remain due; obligations falling due during a documented event are suspended for its duration and accrue no interest. A documented Force Majeure Event that directly prevents commercial release tolls the Release Deadline day for day,

up to a maximum of ninety (90) days total; the Release Deadline is otherwise not extended.

10. TERMINATION

Producer may, by written notice, suspend Producer's obligations during Licensee's uncured default and/or terminate this Agreement per Section 11. Upon termination for any reason: (A) all licenses immediately cease and Licensee shall engage in no new exploitation; (B) Licensee shall submit Takedown Requests to all applicable distributors and platforms within fifteen (15) days and provide proof of each submission; (C) Licensee shall certify in writing within twenty (20) days that all Takedown Requests have been submitted; and (D) Licensee shall not re-deliver, re-upload, or newly license the Licensed Version thereafter. All royalties accrued and unpaid as of termination survive and are payable within thirty (30) days.

SURVIVAL. The Definitions and Sections 1(f), 1(g), 3 (as to accrued amounts), 5, 6(b) (as to accrued damages), 7, 8, 11, 12, and 13 survive termination or reversion.

10(a). REVERSION OF RIGHTS

(a) **RELEASE DEADLINE.** If Licensee fails to commercially release the Licensed Version within twenty-four (24) months of the Effective Date, extended automatically to thirty-six (36) months if the License Fee equals or exceeds the Extension Threshold on Schedule 1, and as tolled only per Section 9 (the "Release Deadline"), Producer may, at Producer's sole election, terminate this Agreement and reclaim full exclusive exploitation rights by written notice, subject to subsection (c).

(b) **COMMERCIAL RELEASE DEFINED.** "Commercially released" means the Licensed Version, with the Beat as its primary musical accompaniment (not an incidental, background, or partial element), has satisfied any one of the following paths:

Path A: made publicly available for streaming or purchase on at least two (2) major DSPs AND distributed through a legitimate distributor with at least one documented promotional action (a public release page, a playlist pitch receipt, or a public social announcement, any one of which is objectively sufficient);

Path B: generated ten thousand (10,000) or more streams across qualifying DSPs within ninety (90) days of initial release, excluding streams generated through artificial means, bots, stream farms, or methods violating the applicable DSP's terms of service; documented artificial streaming voids this path for that release;

Path C: placed, for a bona fide paid fee, in a commercially released film, television program, advertisement, or video game; or

Path D: released physically in at least three hundred (300) manufactured units through legitimate retail or direct-to-consumer channels.

(c) PRE REVERSION NOTICE. Before exercising reversion, Producer shall give written notice identifying the claimed failure, and Licensee shall have ten (10) business days to provide evidence that a path in subsection (b) was satisfied. If satisfaction is evidenced, reversion is unavailable for that claimed failure.

(d) EFFECTS OF REVERSION. Upon Producer's election by written notice: (A) all sublicenses terminate and are assigned to Producer, subject to Section 14(q); (B) Licensee shall submit Takedown Requests within fifteen (15) days with proof; (C) the License Fee is retained by Producer as liquidated damages; and (D) all Master Revenue generated on or after the Release Deadline belongs entirely to Producer and shall be accounted and remitted within thirty (30) days of the reversion notice. If Producer does not elect reversion, the license and the Producer Royalty continue unchanged.

11. BREACH BY LICENSEE

(a) Licensee has five (5) business days from written notice to cure a payment breach and fifteen (15) business days to cure any other breach. Uncured breach permits termination at Producer's discretion.

(b) Use of the Beat or Licensed Version outside the license conditions identified in Section 1, or any exploitation after termination or reversion, is unlicensed and constitutes copyright infringement; because Producer retains copyright ownership, Producer has standing under the Copyright Act, and Producer reserves all remedies including statutory damages under 17 U.S.C. § 504 where available. Licensee is additionally liable for all monies received from unauthorized use.

(c) Breach of the license conditions causes irreparable injury; Producer may seek injunctive relief without bond. In any action or proceeding arising under this Agreement, the prevailing party is entitled to its reasonable attorneys' fees and costs.

12. WARRANTIES, REPRESENTATIONS, AND INDEMNIFICATION

(a) Producer does not guarantee that the Beat fits Licensee's particular creative purpose.

(b) Producer warrants full right and authority to enter this Agreement; that the Beat is Producer's original work and contains no samples, loops, or interpolations of third-party recordings or compositions except as disclosed on Schedule 1; and, to Producer's actual knowledge as of the Effective Date, that the Master and Composition do not infringe any third-party right. Producer's warranties do not extend to material requested, directed, or supplied by Licensee under Section 12(g). Licensee warrants the same authority and that Licensee's Content does not infringe any third-party rights.

(c) CAPACITY. Each signer represents that they are at least eighteen (18) years of age and legally capable of contracting. If Licensee is under eighteen, this Agreement is not effective unless a parent or legal guardian co-signs the Guaranty on the signature page, personally guaranteeing Licensee's obligations.

(d) PRE EXISTING LICENSES. Producer shall disclose on Schedule 1, at or before execution, all known active non-exclusive licenses for the Composition. Properly disclosed licenses remain in effect and Licensee waives claims solely as to them. Producer indemnifies Licensee for any undisclosed pre-existing license per Section 1(e).

(e) Licensee is solely responsible for clearances, mechanical licenses, union or guild payments, and other fees required for Licensee's Content.

(f) Each party shall indemnify and hold the other harmless from third-party claims arising from that party's breach of its warranties, including reasonable attorneys' fees.

(g) EVALUATION ACKNOWLEDGMENT. Licensee acknowledges receiving the Beat before execution solely for evaluation and listening pursuant to Producer's written evaluation notice, that such receipt conferred no rights or implied license, and that Licensee did not use, reproduce, distribute, or record over the Beat before execution and delivery of the clean studio files.

(h) SAMPLES AND CLIENT REQUESTED MATERIAL. Any request by Licensee to incorporate third-party material into the Beat must be in writing. For material so requested, directed, or supplied, Licensee is solely responsible for all clearances and fees before release, warrants such material is or will be fully cleared, and shall indemnify Producer against resulting

claims. Producer may decline to incorporate material Licensee cannot demonstrate is cleared.

(i) BANKRUPTCY. The licenses granted hereunder are licenses of intellectual property within the meaning of 11 U.S.C. § 365(n), and the non-debtor party retains its rights thereunder to the fullest extent permitted by that section.

13. MISCELLANEOUS

AMENDMENTS. This Agreement may be amended only in a writing signed by both parties. Email amendments are effective only if sent from and confirmed by reply from each party's identified amendment address; if no amendment address is identified at signing, that party's Schedule 1 notice email serves as its amendment address.

NOTICES. Notices shall be in writing and sent by email to the addresses on Schedule 1, effective upon transmission absent a bounce or delivery failure, otherwise on the next business day after re-sending by another reasonable written method. Cure periods run from effectiveness of notice.

NO WAIVER. No failure or delay in exercising any right, and no acceptance of late or partial payment, waives that or any other right; waivers must be in a signed writing and apply only to the instance given.

ENTIRE AGREEMENT; SEVERABILITY. This Agreement is the entire understanding of the parties and supersedes prior agreements. If any provision is held invalid, the remainder stays effective, and the invalid provision shall be reformed to the minimum extent necessary to be enforceable.

GOVERNING LAW. Maryland, United States, whose courts have exclusive jurisdiction subject to the dispute provisions below.

DISPUTES. (i) Either party may bring a qualifying claim in small claims court in Maryland in lieu of arbitration, within that court's jurisdictional limit. (ii) Either party may bring a qualifying copyright claim before the CCB; nothing in this Agreement waives, bars, or requires arbitration of a CCB proceeding. (iii) All other disputes shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules before a single arbitrator in Maryland; for disputes where the amount in controversy is below Ten

Thousand Dollars (\$10,000), the AAA expedited procedures apply. Judgment on the award may be entered in any court of competent jurisdiction. (iv) Either party may seek injunctive relief in a court of competent jurisdiction without first arbitrating.

ASSIGNMENT. Producer may assign this Agreement to any parent, subsidiary, affiliate, or acquirer of a substantial portion of Producer's assets, remaining secondarily liable. Licensee may not assign without Producer's prior written consent, not to be unreasonably withheld, except that Licensee may assign to (i) Licensee's estate or heirs upon death or incapacity, or (ii) an entity wholly owned and controlled by Licensee, in each case upon the assignee's written assumption of all obligations delivered to Producer. Upon any merger, acquisition, or change of control of Licensee, the Agreement continues if the successor delivers a written assumption of all obligations within thirty (30) days of the event; absent timely assumption, Producer may terminate on written notice.

COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in counterparts, and electronic signatures and click-through acceptance accompanied by payment of the License Fee are valid execution.

COPYRIGHT REGISTRATION COVENANT. Producer shall submit an application to register the Master and the Composition with the United States Copyright Office no later than the earlier of thirty (30) days after delivery of the Beat or the first commercial release of the Licensed Version, and shall record the registration or application number on Schedule 1 or provide it upon issuance. Registration is in Producer's name and does not diminish Licensee's rights while Licensee is not in breach.

REVIEW. Licensee acknowledges having been afforded the opportunity to review this Agreement and to consult independent counsel before payment and execution, and that Producer encouraged such review.

EACH PARTY UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK THE ADVICE OF INDEPENDENT COUNSEL CONCERNING ITS RIGHTS AND THE ADVISABILITY OF EXECUTING THIS LEGALLY BINDING AGREEMENT. BOTH PARTIES EXECUTE THIS AGREEMENT VOLUNTARILY.

14. LABEL AND THIRD-PARTY DISTRIBUTOR PROVISIONS

The provisions of this Section 14 survive any Label Deal or third-party arrangement, and as between Producer and Licensee, no Label Deal term modifies, limits, or supersedes any provision of this Section. Any label, distributor, or other third-party that receives rights to the Licensed Version and receives a copy of this Agreement or the Section 14(b) acknowledgment has actual notice of Producer's rights.

(a) NOTICE AND OBJECTION. Licensee shall provide Producer with the material terms of any proposed Label Deal no less than seven (7) business days before execution. Producer has five (5) business days from receipt to deliver written objections, limited to provisions that materially conflict with Producer's royalty, copyright, mechanical, accounting, credit, or reversion rights; absent timely objection, consent is deemed granted. Timely objections trigger a good faith negotiation period not to exceed ten (10) days. Execution without the required notice is a breach; Producer shall give written notice of the failure, and Licensee has ten (10) business days to cure by delivering the Label Deal terms and obtaining the Section 14(b) acknowledgment, failing which Producer may terminate.

(b) LABEL ACKNOWLEDGMENT. As a condition of executing any Label Deal, Licensee shall provide the label a complete copy of this Agreement and obtain a written acknowledgment (a signed letter or email suffices) that the label has received and reviewed it and is aware of Producer's copyright ownership and royalty rights, delivering a copy to Producer within five (5) business days. The acknowledgment establishes actual notice and knowledge of Producer's rights, which is relevant to the willfulness of any subsequent infringement under 17 U.S.C. § 504. Failure to obtain and deliver the acknowledgment is a material breach subject to the cure mechanics of subsection (a).

(c) DIRECT ACCOUNTING. Licensee shall, as a binding condition of any Label Deal, require the label to account and pay Producer's royalty share directly to Producer within forty-five (45) days of each label accounting period close, enforceable by Producer independently. Producer may send accounting demands directly to the label. Label statements to Producer shall meet the track level requirements of subsection (h). A label statement satisfies Licensee's Section 3(c) obligations only if it contains all required information and Licensee verifies it as complete and accurate.

(d) ADVANCE NON RECOUPMENT. No advance, recoupable cost, or other label payment mechanism reduces, delays, or offsets the Producer Royalty, which runs on all Master Revenue actually received by Licensee however characterized, subject to the no double counting rules in

the Master Revenue definition. A label's internal accounting treatment is irrelevant to Producer's royalty calculation.

(e) **CONTROLLED COMPOSITION CLAUSES.** Any controlled composition clause, reduced mechanical rate, statutory rate cap, or free goods provision in any Label Deal is void and unenforceable as between Producer and Licensee, and Producer's mechanicals shall be paid per Section 4 regardless. Licensee shall indemnify Producer for any mechanical shortfall a label applies notwithstanding this provision.

(f) **RESERVES.** Label reserves do not suspend or reduce the Producer Royalty on amounts Licensee actually receives. Upon any reserve liquidation, Licensee shall remit Producer's share within thirty (30) days of receipt and notify Producer of the amount and timing within ten (10) days of the label's notice. Producer may contact the label directly regarding reserve schedules.

(g) **ALBUM POOLS.** Any Label Deal must require track level accounting isolating the Licensed Version's revenue. If the label refuses, Licensee shall calculate the Producer Royalty using the greater of the Licensed Version's pro rata share of album revenue by track count or its actual streams and downloads multiplied by the applicable per unit rates, and may not use the refusal to reduce or delay payment.

(h) **TRACK LEVEL STATEMENTS.** Once the Full Tier applies, every statement from Licensee or a label must contain: streams by DSP; downloads by DSP; sync fees; performance royalties; advances or non-cash consideration attributable to the Licensed Version; and a line item Master Revenue calculation. An aggregate only statement is a failure to account and immediately triggers Producer's Section 8 audit rights.

(i) **WORK FOR HIRE PROHIBITED.** No agreement shall characterize the Beat or Producer's contribution as a work made for hire under 17 U.S.C. § 101 or as created within any employment vesting initial ownership elsewhere. Any such characterization is void ab initio as between the parties; the Beat was created by Producer as an independent creative work, and Producer reserves all rights and remedies under the Copyright Act against any party asserting a contrary claim.

(j) **COPYRIGHT CHALLENGES.** If any party deriving rights through Licensee initiates a proceeding contesting Producer's copyright ownership of the Beat or Composition, Producer may immediately terminate all licenses as to that party by written notice, and if the challenge is

unsuccessful, the challenging party shall bear Producer's reasonable attorneys' fees and costs of defending it. Nothing herein limits any party's right to petition a court or agency.

(k) DIRECT LABEL AUDIT. The direct accounting arrangement under subsection (c) and the acknowledgment under subsection (b) shall include the label's agreement that Producer may, on thirty (30) days notice, audit the label's records for the Licensed Version, maintained at track level for five (5) years. Refusal entitles Producer to terminate the license as to that party and pursue all available remedies. Audit costs follow the Section 8 cost shifting rules.

(l) SHELIVING. If a label acquires rights and fails to commercially exploit the Licensed Version within twelve (12) months of the Label Deal execution date, Producer may terminate the license as to that label and reclaim rights, regardless of the general Release Deadline. "Commercially exploit" means the label has made the Licensed Version live on major DSPs with at least one documented promotional action by the label. A reversion notice under this subsection triggers the consequences of Section 10(a)(d).

(m) LABEL CHANGE OF CONTROL. Licensee shall notify Producer within fifteen (15) days of learning of any change of control of a label holding rights. The Label Deal may transfer if the acquiring entity delivers a written assumption of the label's obligations to Producer within thirty (30) days of the event; absent timely assumption, Producer may terminate the license as to that label, and any exploitation by the acquirer thereafter is unlicensed.

(n) NOTICE TO THIRD PARTIES. Licensee shall provide actual written notice, by delivery of this Agreement or the subsection (b) acknowledgment, to each label, distributor, sublicensee, and sync agent with which Licensee directly contracts, stating that Producer is the copyright owner of the Beat and Composition and that use beyond this Agreement's scope is unlicensed. All other parties receiving the Licensed Version are on constructive notice. Producer reserves all rights and remedies under the Copyright Act.

(o) KNOWLEDGE OF LABEL PERSONNEL. Receipt of the subsection (b) acknowledgment establishes actual knowledge of this Agreement and Producer's ownership for the label and its personnel involved in the transaction, which knowledge is relevant to willfulness and to any secondary liability available under applicable law.

(p) CONFLICTS. As between Producer and Licensee, this Agreement controls over any Label Deal on all matters affecting Producer's rights, and Licensee's obligations to Producer are

independent of any Label Deal's terms.

(q) NON-DISTURBANCE. If a label or distributor (i) executes the subsection (b) acknowledgment, (ii) agrees to account and pay Producer's share directly under subsection (c), and (iii) remains in compliance with those obligations, that label's sublicense survives a termination of this Agreement caused by Licensee's breach, on the same economic terms, with the label thereafter accounting directly to Producer.

SIGNATURES

INSTRUMENTAL ACKNOWLEDGMENT (initial): _____ LICENSEE ACKNOWLEDGES THAT PRODUCER RESERVES THE RIGHT TO RELEASE AND LICENSE THE STANDALONE INSTRUMENTAL VERSION AS SET FORTH IN SECTION 1(b), SUBJECT TO ANY HOLDBACK PERIOD ON SCHEDULE 1, AND THAT EXCLUSIVITY APPLIES ONLY TO THE BEAT AS COMBINED WITH LICENSEE'S CONTENT.

PRODUCER (individual or entity per Schedule 1): Mason Dean LLC, a Maryland limited liability company, p/k/a prod.mason

Signature: _____ Date: _____

Email for Amendments: _____

LICENSEE: _____

Address: _____

Signature: _____ Date: _____

Email for Amendments: _____

GUARANTY OF MINOR'S OBLIGATIONS (complete only if Licensee is under 18): The undersigned parent or legal guardian of Licensee has read this Agreement, consents to Licensee's execution, and personally guarantees full performance of Licensee's obligations hereunder.

Guardian Name: _____ Signature: _____ Date: _____

SCHEDULE 1: DEAL TERMS

Producer legal name or entity (e.g., an LLC, with p/k/a): Mason Dean LLC, p/k/a prod.mason

Licensee legal name: _____

Beat Title: _____ BPM: _____ Key: _____ File Type: WAV

License Fee (flat): \$ _____
Producer Royalty (flat % of Master Revenue): _____ %
Accrual Threshold (default \$50): \$50
Simplified Accounting Threshold (default \$1,000): \$1,000
Non-Cash Reporting Floor (default \$250): \$250
Credit Liquidated Damages Cap (default per Section 6(b)): per Section 6(b)
Expedited Arbitration Ceiling (default \$10,000): \$10,000
Release Deadline: 24 months; Extension Threshold (License Fee at or above this amount extends the deadline to 36 months): \$ _____
Instrumental Holdback Period (default 0 months): 0 months
Payment Method and Currency (default USD): USD
Producer Email for Delivery and Notices: contact@prodmason.co
Licensee Email for Delivery and Notices: _____
US Copyright Registration or Application No. and Date: _____
Disclosed Samples or Third-Party Material in the Beat (none unless listed): None
Known Pre Existing Non Exclusive Licenses (required disclosure per Section 12(d)):
1. _____ 2. _____
3. _____ (attach additional sheet if needed)

SCHEDULE 2: SPLIT SHEET (NEW COMPOSITION)

Song Working Title: _____
Contributor 1: Legal Name _____ PRO _____ IPI _____ Writer % _____ Publisher % _____ Signature _____
Contributor 2: Legal Name _____ PRO _____ IPI _____ Writer % _____ Publisher % _____ Signature _____
Contributor 3: Legal Name _____ PRO _____ IPI _____ Writer % _____ Publisher % _____ Signature _____
Once fully executed, this Schedule 2 controls over the Section 5(a) default split.

SCOPE NOTE: This Agreement is a licensor and licensee instrument for exclusive beat licensing. It is not suitable for co-productions or creative partnerships, which require a separate co-producer split agreement with mutual ownership. Where a beat has multiple co-owning producers, all co-owners must sign as Producer.

This is a template and should be reviewed by a licensed entertainment attorney before use.
Nothing herein constitutes legal advice.