

EXCLUSIVE BEAT LICENSE AGREEMENT

(Standalone Exclusive License — Producer-Retained Copyright, v8 — June 12, 2026)

This Exclusive Beat License Agreement (the "Agreement") is entered into as of {CONTRACT_DATE} (the "Effective Date") by and between {PRODUCT_OWNER_FULLNAME} p/k/a {PRODUCER_ALIAS}

("Producer");

and {CUSTOMER_FULLNAME} ("Licensee") residing at {CUSTOMER_ADDRESS}. The following sets forth the

material terms and conditions governing Licensee's use of the audio recording(s) and underlying musical composition(s) set forth on Schedule 1 (the "Beat" or "Master"). For good and valuable consideration, the parties

agree as follows:

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below: "Beat" or "Master" means the audio recording identified in Schedule 1, including all stem files, full mix files, and any other audio files delivered to Licensee hereunder. "Composition" means the underlying musical work (melody, harmony, lyrics if any, and arrangement) embodied in the Master, of which Producer is the sole author and copyright owner. "Licensed Version" means any new master recording created by Licensee incorporating the Beat, together with Licensee's original vocal performances, lyrics, or other creative contributions. "Instrumental Version" means the Beat as released by Producer in its standalone form, without Licensee's creative contributions. "Master Revenue" means all gross monies received by or credited to 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

DEDUCTIONS

WHATSOEVER. No recording costs, overhead, distribution fees, management commissions, or any other expenses incurred by Licensee may be offset against or deducted from Master Revenue. "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. "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 (including ad-supported streaming) or produced in connection with a paid commercial arrangement shall not qualify as 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 payment made by Licensee to Producer upon execution of this Agreement, which serves simultaneously as the license fee and as a recoupable advance against future Producer Royalties. The License Fee is non-refundable under all circumstances. "Recoupment Point" means the moment at which the cumulative Producer Royalties earned on the Licensed Version equal the License Fee paid by Licensee. Prior to the Recoupment Point, no additional royalty payments are due beyond the License Fee already paid. After the Recoupment Point, Producer Royalties are due and payable on all Master Revenue as set forth in Section 3. [Intentionally omitted — the tiered royalty system is retired as of v8. The Producer Royalty is the single flat rate set forth on Schedule 1.]

1. LICENSE STRUCTURE; RETAINED COPYRIGHT

IMPORTANT — LICENSE, NOT ASSIGNMENT: Notwithstanding any language in this Agreement to the contrary, Producer does NOT assign or transfer copyright ownership of the Master or the Composition to Licensee. Producer retains full copyright ownership of both the Master and the Composition at all times. This Agreement constitutes an exclusive license only. Licensee's rights hereunder are entirely contractual and are conditioned upon Licensee's continued compliance with all terms of this Agreement. Any breach by Licensee that is not timely cured shall result in automatic termination of the license and reversion of all rights to Producer without further action required.

Subject to the terms and conditions of this Agreement, including all defined limitations and the reserved rights set

forth herein, Producer hereby grants to Licensee an exclusive, perpetual (subject to termination as set forth herein), worldwide license to: (i) incorporate the Beat into the Licensed Version; (ii) manufacture, advertise, sell,

license, distribute, or otherwise exploit the Licensed Version in any manner or media whatsoever, provided that

'otherwise exploit' shall not be construed to permit Licensee to withhold the Licensed Version from commercial release in contravention of Section 10(a), and all exploitation rights are subject to the reversion rights set forth 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) sell,

copy, distribute, perform, sublicense, monetize and otherwise exploit the Licensed Version in all media now known

or hereafter devised, subject at all times to: (A) Producer's royalty entitlement under Section 3, which Licensee shall account for and remit in accordance with Section 3; (B) Producer's reserved Instrumental Version rights under Section 1(b); and (C) the sublicensing restrictions in Section 1(c); and (vi) create derivative works incorporating the Beat. For the avoidance of doubt, Licensee's right to create derivative works is limited to Licensee adding its own original creative contributions to the Beat. Licensee may not alter, edit, rearrange, re-harmonize, re-tempo, or otherwise modify the underlying Composition without Producer's prior written consent. Modifications to the Master's production elements (EQ, compression, mixing) solely for technical audio purposes do not constitute modification of the Composition.

(b) PRODUCER'S RESERVED INSTRUMENTAL RIGHTS: Producer expressly reserves the non-exclusive right to release and exploit the Beat in its standalone instrumental form (the "Instrumental Version") on any and all digital service providers (including without limitation Spotify, Apple Music, Tidal, YouTube, and Amazon Music), physical media, sync placements, and any other platform or medium, at any time during the term of this Agreement. The release of the Instrumental Version by Producer shall not constitute a breach of Licensee's exclusive rights hereunder, as Licensee's exclusivity applies solely to use of the Beat in combination with Licensee's creative contributions. Licensee shall have no claim to any revenue generated by Producer's Instrumental Version. Producer shall collect one hundred percent (100%) of all revenue derived from the Instrumental Version.

(c) SUBLICENSING; ROYALTY PASS-THROUGH: Licensee may sublicense the Licensed Version to third parties (including record labels, distributors, sync agents, and other licensees) solely in the ordinary course of commercially exploiting the Licensed Version. Any and all sublicense agreements must contain an express obligation requiring the sublicensee to account for and pay Producer's royalty share to Licensee, who shall then remit same to Producer in accordance with Section 3. Licensee may not grant any sublicense that purports to assign or transfer Licensee's rights in a manner that would extinguish Licensee's royalty payment obligations to Producer. Licensee shall remain primarily liable for all royalty obligations regardless of sublicense arrangements. Any

sublicense issued by Licensee shall terminate automatically upon termination or reversion of this Agreement.

(d) LABEL DEAL PROTECTION: In the event Licensee enters into a Label Deal incorporating the Licensed Version, Licensee shall (i) notify Producer in writing within fifteen (15) days of execution of such Label Deal; (ii) ensure the Label Deal expressly acknowledges Producer's royalty rights and does not subordinate or extinguish them; and (iii) provide Producer with a copy of the relevant royalty provisions of the Label Deal upon request. No Label Deal shall reduce, delay, or eliminate Producer's royalty entitlement under Section 3. Licensee shall remain personally liable for Producer's royalty regardless of any label's payment practices or accounting timelines.

2. DELIVERY OF THE BEAT

(a) Producer agrees to deliver the Beat as a high-quality {FILE_TYPE}, as such terms are understood in the music industry, including all available stem files.

(b) Producer shall deliver the Beat to Licensee immediately after receipt of the License Fee. Licensee will receive the Beat via email at the address provided to Producer. Delivery of the Beat does not transfer copyright ownership, which is retained by Producer at all times pursuant to Section 1.

3. LICENSE FEE AND ROYALTY

(a) LICENSE FEE — RECOUPABLE ADVANCE: Licensee shall pay Producer a single, non-refundable fee of {LICENSE_FEE} Dollars (the "License Fee") upon execution of this Agreement. The License Fee serves two purposes simultaneously: (i) it is the price of the exclusive license granted herein; and (ii) it is a recoupable advance against future Producer Royalties. Licensee does not owe any royalty payments until the Recoupment Point is reached. All rights granted to Licensee are conditioned upon timely payment of the License Fee. This Agreement is not valid until the License Fee has been paid and received by Producer. The License Fee is non-refundable under all circumstances including termination, reversion, or failure of the Licensed Version to generate revenue.

(b) PRODUCER ROYALTY — FLAT RATE: Once the Recoupment Point is reached, Licensee shall pay Producer a royalty (the "Producer Royalty") of {ROYALTY_PERCENT} percent of all Master Revenue, from the first dollar received, for the life of this Agreement. The rate is fixed at signing, set forth on Schedule 1, and does not change with revenue volume.

(c) PAYMENT SCHEDULE: Producer Royalties shall be paid quarterly within thirty (30) days from the end of

each calendar quarter (March 31, June 30, September 30, and December 31). If Licensee is party to an active Label Deal incorporating the Licensed Version, the payment deadline adjusts to forty-five (45) days after Licensee's receipt of the label's accounting statement, provided payment is never delayed more than one hundred eighty (180) days after the calendar quarter end. Each payment must be accompanied by a written 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) any non-cash consideration at fair market value; and (vi) running Recoupment Point status. Statements are required every quarter regardless of whether revenue was generated. An inadvertent administrative error does not constitute breach if corrected within fifteen (15) days of written notice. Three or more consecutive statements with errors constitute a pattern of non-compliance and a material breach.

(d) LATE PAYMENT: Any Producer Royalty not paid within the applicable window shall accrue interest at 1.5% per month (18% per annum), compounded monthly, from the due date until paid in full. Two (2) or more consecutive missed quarterly payments constitute a material breach. The license shall automatically suspend without further notice if any payment remains outstanding forty-five (45) days after its due date following a second consecutive missed payment. During suspension all exploitation of the Licensed Version shall immediately cease. Any exploitation during suspension constitutes

willful copyright infringement. The license reinstates only upon receipt of all outstanding amounts including accrued interest.

(e) NON-CASH CONSIDERATION: Non-cash consideration received by Licensee in connection with any exploitation of the Licensed Version — including equity, barter, in-kind exchanges, or other non-monetary benefits — shall be valued at fair market value at time of receipt and included in Master Revenue. Master Revenue applies to all exploitation of the Licensed Version whether released with or without modification to the Beat as delivered.

4. MECHANICAL LICENSE

Licensee acknowledges that Producer is the sole and exclusive copyright owner of the Composition. Producer hereby grants Licensee mechanical licenses (including 'first use' mechanical licenses) for Licensee's share of each

Licensed Version. For United States and Canada sales, Licensee shall pay mechanical royalties at one hundred

percent (100%) of the minimum statutory rate, with no album/EP cap. For territories outside the United States

and Canada, the mechanical royalty rate shall be reviewed and updated every three (3) years from the Effective Date to reflect the then-prevailing industry-wide rate in the applicable country, rather than being frozen at the rate on the date of signing. Producer grants Licensee a sync license to reproduce Controlled Compositions in synchronization with visual images featuring Licensee's performances in Promotional Videos on a

royalty-free basis. All other video productions — including without limitation ad-supported music videos, commercial advertisements, film/TV placements, and any monetized content — are not Promotional Videos and shall require a separate sync license and fee negotiated in good faith. Producer shall be entitled to Producer's pro-rata publishing share of any royalties from commercial video programs. Upon reversion or termination of this Agreement, all mechanical licenses granted hereunder shall simultaneously terminate and Licensee shall have no further right to reproduce the Composition.

5. PUBLISHING RIGHTS

With respect to the New Composition(s): {PUBLISHING_SHARES}. For the avoidance of doubt, Producer's share shall constitute no less than fifty percent (50%) of the TOTAL publishing interest in the New Composition(s), comprising both the writer's share and the publisher's share in equal measure, unless both parties expressly agree otherwise in a separate written amendment signed by both parties. A provision purporting to give Producer 50% of the publisher's share only shall not satisfy this requirement. To prevent competing registrations, the parties shall coordinate the registration of the New Composition(s) with their respective PROs within sixty (60) days of the first commercial release of the Licensed Version. Each party shall notify the other in writing of their registration within ten (10) days of filing. In the event of a registration conflict, the parties shall cooperate in good faith to resolve it within thirty (30) days to prevent withholding of payments by PROs or DSPs.

6. CREDIT AND LIKENESS

Licensee shall credit Producer on (i) all labels and liner notes; (ii) all configurations including applicable metadata;

(iii) all trade and consumer advertisements one-quarter (1/4) page or larger placed by or on behalf of Licensee in

nationwide trade publications. For digital releases, credit shall appear in all applicable metadata fields on every DSP on which the Licensed Version is distributed, including without limitation the 'producer' or 'credits' field. Licensee shall ensure such metadata is submitted to all distributors at the time of delivery of the Licensed Version for distribution. Credit shall read: "Produced by {PRODUCER_ALIAS}." Licensee's failure to correct any credit error within ten (10) business days of written notice from Producer shall

constitute a material breach and entitle Producer to liquidated damages of \$500 per month, per release, for each month the error remains uncorrected, in addition to all other remedies. Producer shall have the right to use Licensee's approved name and likeness solely in connection with promotion of the Licensed Version and the Instrumental Version.

7. ACCOUNTING

Licensee shall, and shall cause all PROs, CMOs, publishing administrators, distributors, and other applicable parties to account directly to Producer at the same time and on the same conditions as they account to Licensee.

Licensee shall maintain complete and accurate books and records relating to all exploitation of the Licensed Version for a minimum period of five (5) years from the date of each transaction. Records shall be maintained in a form accessible to Producer electronically upon request, regardless of where Licensee physically maintains its books. Producer shall have the right to bring an action against Licensee for any accounting discrepancy within thirty-six (36) months after the relevant statement is required to be rendered. Failure to provide accounting shall constitute a material breach.

8. AUDITING

Producer may, at Producer's expense, audit Licensee's books and records upon thirty (30) days written notice.

Audits shall be conducted no more than once per statement period, except that in the event an audit reveals intentional fraud, falsification of records, or underpayment of twenty percent (20%) or more of amounts owed, Producer shall have the right to conduct an unlimited number of re-audits for all prior periods within the five (5) year record retention window. Any monies found to be owed shall be paid within seven (7) business

days. If an audit reveals underpayment of five percent (5%) or more of amounts owed for the audited period, Licensee shall pay a ten percent (10%) penalty on the underpaid amount plus all documented audit costs. Producer's audit lookback window is thirty-six (36) months from the date any statement is rendered. Licensee shall make records available electronically within fifteen (15) days of audit notice if Licensee's physical records are located outside the United States. Failure to provide audit access shall constitute a material breach.

9. FORCE MAJEURE

This Force Majeure provision applies equally and mutually to both Producer and Licensee. Neither party shall be in default if performance is delayed or becomes impossible due to circumstances beyond that party's reasonable control, including unforeseen circumstances, labor disagreements, catastrophe, equipment destruction,

pandemic, act of God, or governmental order (each, a "Force Majeure Event"). The affected party shall provide

prompt written notice and may elect to suspend obligations for the duration of the Force Majeure Event, or to

terminate if it persists beyond ninety (90) days. Payment obligations that accrued prior to the Force Majeure Event are not suspended and remain immediately due. Payment obligations that fall due during a Force Majeure Event are suspended only for the duration of the event; interest under Section 3(c) shall not accrue on obligations whose due dates fall within a documented Force Majeure period. A Force Majeure Event shall not extend or toll the Release Deadline set forth in Section 10(a) under any circumstances.

10. TERMINATION

Producer may, by written notice to Licensee, (i) suspend Producer's obligations during Licensee's period of default

and/or (ii) terminate this Agreement and all licenses granted hereunder. Upon termination for any reason, all

licenses granted hereunder shall immediately cease, and Licensee shall (A) immediately cease all use of the Beat and Licensed Version; (B) remove the Licensed Version from all platforms and DSPs within fifteen (15) days of notice; and (C) certify such removal in writing to Producer within twenty (20) days of notice. All royalties accrued and unpaid as of the termination date shall survive termination and remain due and payable within thirty (30) days of the termination date, regardless of any 'no further obligation' language herein, which applies solely to Producer's performance obligations and not to Licensee's payment obligations.

10(a). REVERSION OF RIGHTS

If Licensee fails to commercially release a Licensed Version incorporating the Beat within twenty-four (24) months of the Effective Date (the "Release Deadline"), Producer may, at Producer's sole election, terminate this Agreement and reclaim full exclusive ownership and exploitation rights in the Master and Composition by providing written notice to Licensee. A Force Majeure Event shall not extend or toll the Release Deadline. For purposes of this section, 'commercially released' means the Licensed Version has been (i) made publicly available for streaming or purchase on at least two (2) major digital service providers (e.g., Spotify AND Apple Music); AND (ii) distributed through a legitimate distributor with active promotional activity (evidenced by a public release page, playlist pitching, or social media announcement); OR (iii) has generated a minimum of ten thousand (10,000) streams across qualifying DSPs within ninety (90) days of its initial release date. Satisfaction of either condition (ii) or (iii) shall independently constitute commercial release. A ghost upload with no promotional activity and fewer than 10,000 streams within 90 days shall not satisfy this definition. Upon reversion: (A) all sublicenses issued by Licensee for the Beat or Licensed Version shall immediately terminate and are hereby assigned to Producer; (B) Licensee shall immediately cease all use and remove the Licensed Version from all platforms within fifteen (15) days; (C) the License Fee shall be retained by Producer as liquidated damages and shall not be refunded; and (D) any Master Revenue generated by Licensee after the Release Deadline, whether or not reversion notice has been delivered, shall belong entirely to Producer. Licensee shall account for and remit all such post-deadline revenue to Producer within thirty (30) days of receipt of reversion notice.

11. BREACH BY LICENSEE

(a) Licensee shall have five (5) business days from receipt of written notice to cure any payment breach, and fifteen (15) days to cure any non-payment breach. Failure to cure within the applicable period shall result in Licensee's default and, at Producer's sole discretion, termination of all licenses hereunder.

(b) If Licensee exploits the Beat or Licensed Version outside the scope of this Agreement, Licensee shall be liable for all monies received in connection with such unauthorized use. Because Producer retains copyright ownership of the Master and Composition under this Agreement, Producer shall additionally have standing to pursue claims under the Copyright Act, including statutory damages under 17 U.S.C. § 504 of up to \$150,000 per work per willful infringement, at Producer's election.

(c) A breach by Licensee gives rise to irreparable injury to Producer that cannot be adequately compensated by damages. Producer may seek injunctive relief without posting bond. Licensee shall be responsible for all costs, litigation expenses, and reasonable attorneys' fees arising from any violation.

12. WARRANTIES, REPRESENTATIONS, AND INDEMNIFICATION

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

(b) Producer warrants that Producer has full right and ability to enter into this Agreement. Producer warrants,

to Producer's actual knowledge as of the Effective Date, that the Master and Composition do not infringe upon any third-party copyright, contractual right, or right of privacy or publicity. This warranty is limited to Producer's actual knowledge and does not extend to elements Producer was unaware of at the time of signing. Licensee warrants the same on its behalf and that Licensee's Content does not

infringe any third-party rights.

(c) Producer shall, at or prior to execution, disclose in writing to Licensee the existence of any known, active non-exclusive licenses for the Composition. Subject to such written disclosure, pre-existing licenses shall remain in effect and Licensee waives claims against Producer solely for those properly disclosed licenses. Licensee does not waive claims for any undisclosed pre-existing licenses.

(d) Licensee shall be solely responsible for obtaining all clearances, mechanical licenses, union/guild payments, and any other royalties or fees required in connection with Licensee's Content.

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

(f) PRE-CONTRACT EVALUATION ACKNOWLEDGMENT: Licensee acknowledges that prior to execution of this Agreement, Licensee received the Beat from Producer solely for evaluation and listening purposes pursuant to Producer's written notice that the Beat was provided for evaluation only and that no rights were granted until a fully executed agreement and payment were received. Licensee's receipt and listening to the Beat prior to execution did not constitute delivery under this Agreement, did not confer any rights or licenses of any kind, and did not create any implied license. Licensee confirms that it has not used, reproduced, distributed, or incorporated the Beat into any recording prior to execution of this Agreement and receipt of the clean studio files delivered hereunder.

13. MISCELLANEOUS

AMENDMENTS: This Agreement may only be amended by a written instrument signed by both parties. Email amendments are permissible only if sent from email addresses specifically identified by each party at signing (set forth on the signature page) and confirmed by a reply from the receiving party's identified address. An email amendment that has not been confirmed in writing shall not be effective. This Agreement constitutes the entire understanding of the parties and supersedes all prior oral or written agreements. If any provision is held void or invalid, the remainder shall remain effective. BREACH NOTICE AND CURE: Licensee's

breach cure periods are: five (5) business days for payment breaches; fifteen (15) business days for all other breaches, consistent with Section 11(a). Producer's breach cure periods are: fifteen (15) days for payment obligations; twenty (20) days for all other obligations. These periods supersede any general cure period language elsewhere in this Agreement. GOVERNING LAW: This Agreement is governed by the laws of {STATE_PROVINCE_COUNTRY}. The courts of {STATE_PROVINCE_COUNTRY} shall have exclusive jurisdiction. ARBITRATION: Any dispute arising under or in connection with this Agreement, including any royalty disputes, shall first be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, in {STATE_PROVINCE_COUNTRY}. The arbitrator shall have authority to award any remedy available at law or equity. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive relief in a court of competent jurisdiction without first submitting to arbitration. ASSIGNMENT: Producer may assign this Agreement to any parent, subsidiary, affiliate, or any entity acquiring a substantial portion of Producer's assets, provided Producer remains secondarily

liable. Licensee may not assign any rights or obligations hereunder without Producer's prior written consent, which must be affirmatively granted and shall not be unreasonably withheld. Any purported assignment without such consent is null and void. Upon any merger, acquisition, or change of control of Licensee, Producer may, within sixty (60) days of written notice, renegotiate or terminate this Agreement. COPYRIGHT REGISTRATION: Producer retains the right to register the Master and Composition with the United States Copyright Office and any international copyright authorities at any time, in Producer's name as copyright owner. Such registration shall not diminish any rights granted to Licensee hereunder,

provided Licensee is not in breach. MINIMUM REVIEW PERIOD: Licensee acknowledges having had a minimum of forty-eight (48) hours to review this Agreement prior to payment and execution. Payment of the License Fee constitutes Licensee's irrevocable confirmation that Licensee has read, understood, and voluntarily agreed to all terms herein.

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 ARE NON-NEGOTIABLE, NON-WAIVABLE, AND SURVIVE ANY

LABEL DEAL, DISTRIBUTION AGREEMENT, OR OTHER THIRD-PARTY ARRANGEMENT. NO LABEL DEAL

TERM, BOILERPLATE PROVISION, OR INDUSTRY CUSTOM SHALL MODIFY, LIMIT, OR SUPERSEDE ANY

PROVISION OF THIS SECTION. ANY LABEL, DISTRIBUTOR, OR OTHER THIRD PARTY THAT RECEIVES

RIGHTS TO THE LICENSED VERSION IS DEEMED TO HAVE ACTUAL NOTICE OF THIS ENTIRE AGREEMENT AND THESE PROVISIONS SPECIFICALLY.

(a) LABEL DEAL NOTICE AND OBJECTION — Licensee shall provide Producer with the material terms of any proposed Label Deal incorporating the Licensed Version no less than fifteen (15) days prior to execution. Producer shall have ten (10) days from receipt to raise written objections identifying any specific provisions that conflict with Producer's rights under this Agreement. If Producer does not raise written objections within such ten (10) day period, Producer's consent shall be deemed granted. If Producer raises timely written objections, the parties shall negotiate in good faith for a period not to exceed fifteen (15) days to resolve such objections before the Label Deal is executed. Producer's objection right is limited to provisions that materially conflict with Producer's rights hereunder and may not be used to block commercially standard label terms that do not affect Producer's royalty, copyright, or accounting rights. Execution of a Label Deal without providing the required fifteen (15) day notice constitutes a material breach and entitles Producer to terminate all licenses hereunder upon written notice.

(b) LABEL ACKNOWLEDGMENT OF PRODUCER'S RIGHTS — As a condition of executing any Label Deal incorporating the Licensed Version, Licensee shall provide the label with a complete copy of this Agreement and obtain from the label a written acknowledgment — which may be a single signed letter or email confirmation — stating that the label has received and reviewed this Agreement and is aware of Producer's copyright ownership and royalty rights hereunder. This acknowledgment requirement does not require the label to execute any document drafted by Producer or to agree to any terms beyond confirming receipt and awareness. Licensee shall provide Producer with a copy of the label's acknowledgment within five (5) business days of receipt. The label's acknowledgment establishes actual notice of Producer's rights for purposes of any subsequent copyright or royalty dispute, and forecloses any defense of innocent infringement under 17 U.S.C. § 402. Licensee's failure to obtain and deliver the acknowledgment constitutes a material breach of this Agreement.

(c) DIRECT ACCOUNTING FROM LABEL — 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. The label's obligation to account directly to Producer is not contingent on Licensee's request and may be enforced by Producer independently. Licensee's

failure to secure this direct accounting obligation from the label constitutes a material breach of this Agreement. Producer shall have the right to send accounting demand notices directly to the label at any time without routing through Licensee. The label's accounting statements to Producer shall include track-level revenue breakdowns as required by Section 14(h). Licensee's delivery of a label accounting statement to Producer shall not satisfy Licensee's independent accounting obligations under Section 3(b) unless it contains all information required by Section 3(b) and has been verified by Licensee as complete and accurate.

(d) **ADVANCE NON-RECOUPMENT** — No advance, recoupable cost, recording fund, or any other amount paid by a label to Licensee shall be recoupable against, deducted from, or used to offset Producer's royalty obligation in any manner. Producer's royalty at the Schedule 1 rate runs on all Master Revenue

actually received by Licensee, whether characterized as advance, royalty, bonus, settlement, or otherwise. The fact that Licensee has not recouped a label advance does not reduce, delay, or excuse Licensee's obligation to pay Producer's royalty on amounts Licensee has actually received. A label's internal accounting treatment of payments to Licensee is irrelevant to Producer's royalty calculation.

(e) **CONTROLLED COMPOSITION CLAUSE — EXPLICITLY VOIDED** — Any controlled composition clause, reduced mechanical royalty rate, statutory rate cap, free goods provision, or any other provision in any Label Deal that purports to reduce, limit, cap, or modify Producer's mechanical royalty entitlement below the full statutory rate is void and unenforceable as to Producer, regardless of what Licensee has agreed to with the label. Producer's mechanical royalty shall be paid at one hundred percent (100%) of the full statutory rate with no cap, as set forth in Section 4, regardless of any contrary provision in any Label Deal. The label's standard controlled composition clause is expressly anticipated by the parties and is rejected in its entirety as applied to Producer. Licensee shall indemnify and hold Producer harmless for any mechanical royalty shortfall caused by a controlled composition clause the label applies notwithstanding this provision.

(f) **RESERVE LIMITATIONS** — Label reserves held against Licensee's royalties do not suspend, reduce, or excuse Licensee's obligation to pay Producer's royalty on amounts Licensee has actually received. Licensee must pay Producer's royalty at the Schedule 1 rate on all Master Revenue received regardless of how much the label

is holding in reserve. When label reserves are liquidated and released to Licensee in whole or in part, Licensee must remit Producer's share of such released reserves within thirty (30) days of receipt. Licensee shall notify Producer in writing of the amount and timing of any reserve release within ten (10) days of receiving notice from the label. Failure to notify or remit constitutes a material breach. Producer shall have the right to contact the label directly to inquire about reserve schedules and release timelines.

(g) **ALBUM ROYALTY POOL — TRACK ISOLATION REQUIRED** — Any Label Deal incorporating the Licensed Version must require the label to provide track-level revenue accounting that isolates the Licensed Version's revenue contribution from all other recordings on any album or compilation. Album-level accounting that does not separately identify and report revenue attributable to the Licensed Version is insufficient to satisfy Licensee's accounting obligations under Section 3(b) and constitutes a breach. If the label refuses to provide track-level accounting, Licensee shall calculate Producer's royalty using the greater of: (i) the Licensed Version's pro-rata share of total album revenue based on total track count; or (ii) the Licensed Version's actual streaming and download numbers multiplied by the applicable per-stream or per-download rate. Licensee may not use the label's refusal to provide track-level accounting as a basis to reduce or delay Producer's royalty payment.

(h) **TRACK-LEVEL ACCOUNTING MANDATE** — Every accounting statement provided to Producer,

whether from Licensee or directly from a label, must contain at minimum: (i) total streams of the Licensed Version by DSP; (ii) total downloads of the Licensed Version by DSP; (iii) total sync license fees attributable to the Licensed Version; (iv) total performance royalties attributable to the Licensed Version; (v) any advances or non-cash consideration attributable to the Licensed Version; and (vi) a line-item calculation showing how Master Revenue was computed. A statement that provides only album-level or aggregate figures without track-level detail is deficient and shall be treated as a failure to account, triggering Producer's audit rights under Section 8 immediately without further notice.

(i) **WORK-FOR-HIRE — EXPLICITLY PROHIBITED** — No Label Deal, recording agreement, producer agreement, or any other agreement shall characterize Producer's creation of the Beat or contribution to the Licensed Version as work made for hire within the meaning of 17 U.S.C. § 101, or in any way suggest that the Beat was created in the scope of employment or under any agreement that would vest initial copyright ownership in any party other than Producer. Any such characterization is void ab initio as to Producer. The Beat was created by Producer as an independent contractor and as an independent creative work. Producer never agreed to, and expressly rejects, any work-for-hire characterization. Any label or third party that asserts a work-for-hire claim over the Beat or Composition shall be deemed to have committed an act of copyright infringement and Producer may immediately terminate all licenses and pursue maximum statutory damages.

(j) **COPYRIGHT CONTEST PROHIBITION** — No label, distributor, sublicensee, or any party deriving rights through Licensee shall, directly or indirectly, contest, challenge, petition to cancel, seek declaratory judgment against, or otherwise attempt to invalidate or diminish Producer's copyright ownership in the Beat or Composition, whether through administrative proceedings, litigation, or otherwise. Any such action constitutes an immediate, incurable material breach of this Agreement and automatically terminates all licenses granted hereunder. Upon any such challenge, Producer shall be entitled to: (i) immediate injunctive relief without bond; (ii) maximum statutory damages under 17 U.S.C. § 504 for willful infringement; (iii) all attorneys' fees and litigation costs; and (iv) disgorgement of all revenue derived from the Beat or Composition by the challenging party from the inception of their use. The label or challenging party shall have no right to cure a copyright challenge once initiated. This provision shall be included verbatim in any Producer Agreement Addendum required under Section 14(b).

(k) **DIRECT LABEL AUDIT RIGHTS** — Producer shall have the right, upon thirty (30) days written notice, to audit the books and records of any label, distributor, or sublicensee that has received rights to or revenue from the Licensed Version, directly and independently of any audit of Licensee. The label's obligation to submit to Producer's direct audit shall be a required term of the Producer Agreement Addendum under Section 14(b). The label must maintain track-level records for the Licensed Version for a minimum of five (5) years. If a label refuses to submit to a direct audit by Producer, such refusal shall constitute evidence of willful infringement and entitle Producer to pursue statutory damages under 17 U.S.C. § 504 without first exhausting other remedies. Audit costs shall be borne by Producer unless the audit reveals an underpayment of five percent (5%) or more, in which case the label shall bear all audit costs plus a ten percent (10%) penalty on the underpaid amount.

(l) **LABEL SHELIVING — ACCELERATED REVERSION** — Notwithstanding Section 10(a)'s twenty-four (24) month release deadline, if a label acquires rights to the Licensed Version through a Label Deal and fails to commercially exploit the Licensed Version within twelve (12) months of the Label Deal execution date, Producer may, at Producer's sole election, terminate the license as to the label and reclaim all rights, regardless of whether the twenty-four (24) month general release deadline has expired. For purposes of this section, 'commercially exploit' means the label has actively distributed, promoted, and made the Licensed Version available on major DSPs with documented promotional activity. The label's internal development timeline, release schedule, or business strategy shall not

constitute grounds to extend the twelve (12) month window. Producer's reversion notice under this section shall simultaneously trigger all reversion consequences set forth in Section 10(a)(A) through (D).

(m) LABEL CHANGE OF CONTROL — If any label or distributor holding rights to the Licensed Version undergoes a merger, acquisition, sale of substantially all assets, or any other change of control event, Licensee shall notify Producer in writing within fifteen (15) days of Licensee's knowledge of such event. Producer shall have sixty (60) days from receipt of such notice to elect, in writing, to: (i) approve the transfer of the Label Deal to the acquiring entity under existing terms; (ii) renegotiate the terms of the Label Deal with the acquiring entity; or (iii) terminate the license entirely. If Licensee fails to provide timely notice of a change of control, Producer may exercise these rights at any time after learning of the change of control, regardless of how much time has passed. An acquiring entity that proceeds to exploit the Licensed Version without Producer's approval following a change of control shall be deemed to have committed willful copyright infringement.

(n) CONSTRUCTIVE INFRINGEMENT NOTICE — All labels, distributors, sublicensees, streaming platforms, sync agents, and any other third parties that receive or exploit the Licensed Version are hereby placed on constructive notice — and Licensee is required to provide actual written notice to each such party — that: (i) Producer is the sole copyright owner of the Beat and Composition; (ii) Producer's rights derive from a registered copyright in Producer's name; (iii) any use of the Beat or Composition beyond the express scope of this Agreement constitutes willful copyright infringement; (iv) Producer has not waived and will not waive any copyright claim arising from unauthorized use; and (v) Producer will pursue the maximum available statutory damages for any willful infringement, including up to \$150,000 per work per infringement under 17 U.S.C. § 504. Licensee's failure to provide this notice to each applicable third party constitutes a material breach of this Agreement.

(o) CONTRIBUTORY AND VICARIOUS INFRINGEMENT LIABILITY — Any officer, director, manager, A&R; representative, or other individual employed by or acting on behalf of a label or distributor who personally authorizes, directs, or materially contributes to the use of the Beat or Composition in knowing violation of this Agreement shall be personally liable to Producer for contributory or vicarious copyright infringement under federal copyright law, jointly and severally with the label entity. The corporate form shall not shield individuals who have actual knowledge of this Agreement and Producer's copyright ownership and who nonetheless direct or authorize infringing use. Receipt of the label acknowledgment required under Section 14(b) constitutes actual knowledge for all label personnel involved in the transaction.

(p) CONFLICTS WITH LABEL DEAL — In the event of any conflict or inconsistency between this Agreement and any Label Deal, distribution agreement, or other third-party arrangement entered into by Licensee, this Agreement shall control and govern as to all matters affecting Producer's rights, including without limitation Producer's copyright ownership, royalty entitlement, mechanical license rights, accounting and audit rights, credit obligations, and reversion rights. No Label Deal term, however characterized, shall modify, limit, reduce, or supersede any provision of this Agreement as to Producer. Licensee's obligations to Producer under this Agreement are independent of and not contingent upon the terms of any Label Deal.

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.

AGREED AND ACCEPTED:

PRODUCER: {PRODUCER_ALIAS}

Legal Name: {PRODUCT_OWNER_FULLNAME}

Email for Amendments: _____

Signature: _____ Date: _____

LICENSEE: {CUSTOMER_FULLNAME}

Address: {CUSTOMER_ADDRESS}

Email for Amendments: _____

Signature: _____ Date: _____

SCHEDULE 1 — BEAT DETAILS

Beat Title: {PRODUCT_TITLE} BPM: _____ Key: _____ File Type: {FILE_TYPE}

License Fee (single upfront payment / recoupable advance): {LICENSE_FEE}

Producer Royalty (flat, % of Master Revenue): {ROYALTY_PERCENT}%

Producer Email for Delivery & Notices: {PRODUCER_EMAIL} Licensee Email for Notices:
{LICENSEE_EMAIL}

US Copyright Registration No. (if registered): _____

Known Pre-Existing Non-Exclusive Licenses (required disclosure per §12(c)):

1. _____ 2. _____

3. _____ (attach additional sheet if needed)

PROVISION Structure

Copyright Standing

Royalty Base

Royalty Structure

Late Royalties

Sublicensing

Instrumental Rights

Reversion

Release Definition

Sublicense on Reversion Audit Window

Audit Penalty

Record Retention CONTRACT COMPARISON SUMMARY

Original Platform Template vs. This Agreement (v8)

ORIGINAL BEATSTARS THIS AGREEMENT (v8)

Full copyright assignment — Producer

loses all ownership at signing.

Exclusive license — Producer RETAINS copyright.

Licensee gets functionally equivalent rights without
stripping Producer's ownership.

Producer loses standing to sue for master
infringement after signing.

Producer retains standing. Can pursue §504
statutory damages up to \$150,000/work for willful
infringement.

'Net Receipts' — deducts recording costs

Licensee controls. Easy to manipulate to
zero.

'Master Revenue' — 100% gross, NO deductions.

Non-cash at FMV. Applies whether beat is modified
or released as-is.

Flat rate on net receipts. No advance, no recoupment, no tiers.

Single upfront License Fee = license + recoupable advance combined. One flat royalty rate, set by the published deal slider (\$30 = 50% down to a 3% floor; \$300 = 10% standard) and fixed at signing on Schedule 1. Artist pays nothing more until they earn the advance back.

No interest provision. Late payment had no financial consequence.

1.5%/month interest. First missed payment gets cure period. Second consecutive miss = material breach. 45 days after second miss = auto-suspension. Exploitation during suspension = willful infringement.

Unrestricted. Purchaser could sublicense to subsidiary at below-market rate, starving royalty base.

Permitted but sublicensees must contractually pass through Producer's royalty. Licensee remains primarily liable.

Not addressed. Full assignment likely blocked Producer from releasing the instrumental.

Producer expressly reserves right to release Instrumental Version on all DSPs. 100% of instrumental revenue belongs to Producer.

No reversion clause. Track could sit unused forever with no consequence.

24-month commercial release deadline. Reversion if not met. Post-deadline revenue belongs to Producer regardless of when notice is sent.

N/A — no reversion clause. Must be on 2+ major DSPs with active promotional activity OR 10,000+ streams within 90 days.

Objective floor removes subjectivity disputes.

Not addressed — sublicenses could survive reversion.

All sublicenses terminate and are assigned back to Producer upon reversion.

24 months. Short window favored Purchaser.

36 months. Unlimited re-audit if fraud or 20%+ underpayment found.

None. No financial incentive for Purchaser to account accurately.

10% penalty on underpaid amount if $\geq 5\%$ short.

Plus all audit costs.

No minimum retention period. Books could be 'lost' after 1 year.

5-year minimum. Electronic access required
regardless of where books are kept.
PROVISION Publishing Floor
PRO Registration Credit Enforcement Credit Placement
Digital Credit Force Majeure Label Deal
Breach Cure Asymmetry
Statutory Damages
Pre-Existing Licenses Producer Warranty Amendments Dispute Resolution Execution Pre-Contract
Listening
Platform Independence
ORIGINAL BEATSTARS Placeholder only. No floor protection. Not addressed. Competing registrations
could freeze payments for years.
Cure mechanism only. No damages for
failure.
Ads 'placed directly by Purchaser' only.
Marketing agencies' placements
excluded.
Metadata mentioned but no specific fields
or platforms named.
Unilateral — only protected Producer.
Licensee had no FM protection.
No protection. Label deal could effectively
subordinate or eliminate Producer's
royalty.
Purchaser had 5 days. Producer had 30
days. Asymmetric against Producer.
Producer likely lost standing after
assigning copyright. §504 claim was
hollow.
Purchaser waived all claims blindly, with
no disclosure obligation on Producer.
Absolute warranty — breach triggered
even for unknown samples.
'Email being sufficient' — any email could
amend the contract.
Court only. Expensive, slow, public. Payment alone binds Licensee — no
review period required.
Not addressed. Sending a clean file
before signing could create an implied
license.
Incorporated BeatStars T&S; by
reference. Platform's terms could affect
contract interpretation or override
provisions.
THIS AGREEMENT (v8)
Producer minimum 50% of TOTAL publishing
(writer's + publisher's share both). Explicit definition

prevents 50%-of-publisher's-share trick.

60-day coordinated registration requirement after first release. Conflict resolution protocol included.

\$500/month/release liquidated damages if credit error uncorrected after 10 business days.

'By or on behalf of Licensee.' All placements covered.

All DSP metadata fields required at time of distribution delivery.

Mutual. Pre-FM payment obligations preserved. FM does NOT toll the 24-month Release Deadline.

Licensee must notify Producer within 15 days of Label Deal. Label Deal cannot reduce Producer's royalty. Licensee remains personally liable regardless.

Licensee: 5 days (payment) / 15 days (other).

Producer: 15 days (payment) / 20 days (other).

Closer to parity.

Producer retains copyright → full §504 standing intact. Up to \$150k/work for willful infringement.

Producer must disclose known active licenses at signing. Waiver limited to disclosed licenses only.

Knowledge-qualified — 'to Producer's actual knowledge as of Effective Date.'

Confirmed email only, from addresses specified at signing by both parties.

Mandatory arbitration (AAA rules) first. Injunctive relief still available in court.

48-hour minimum review period acknowledged.

Payment confirms review and consent.

§12(f) explicitly states pre-contract listening was evaluation-only, conferred no rights, and created no implied license. Licensee confirms no prior use.

Fully standalone. No third-party platform terms incorporated. Agreement governs entirely on its own.

PROVISION ORIGINAL BEATSTARS THIS AGREEMENT (v8)

Scope Conflicts

Multiple unresolved conflicts: §1

perpetual grant vs. reversion; DSP

collection vs. royalty; 'dispose of' vs. release obligation.

All identified conflicts resolved with explicit cross-references and subordination language throughout.

Definitions

'Track,' 'Authorized Territory,' 'Licensee's

Content, 'Controlled Compositions,'
'Promotional Video' all undefined.

All operative terms defined in a dedicated
Definitions section.

Not addressed. Label deal could be
signed with no notice to Producer.

§14 — Label Consent

15-day advance notice required. Producer has 10
days to object to provisions conflicting with
Producer's rights. Silence = consent. Commercially
workable without being closable.

No direct relationship with label required. §14 — Producer Addendum
Label must provide a written acknowledgment
confirming receipt of this Agreement and awareness
of Producer's rights. One letter, no negotiation.
Forecloses innocent infringement defense.

§14 — Controlled

Composition

Standard label CC clauses would cap
Producer's mechanical rate at 75% of
statutory. No protection.

Controlled composition clauses explicitly voided and
pre-emptively rejected as to Producer. Full statutory
rate non-negotiable. Licensee must indemnify any
shortfall.

§14 — Advance

Recoupment

Not addressed. Label could argue
advance recoupment reduces royalty
base.

Zero advances, regardless of characterization, may
be recouped against Producer's royalty. Producer's
Schedule 1 rate runs on all receipts.

§14 — Track Accounting

Not addressed. Album-level accounting
would make accurate royalty calculation
impossible.

Track-level accounting mandatory. Album-level
statements are insufficient and trigger immediate
audit rights. Label must isolate Licensed Version
revenue.

§14 — Copyright Contest

No prohibition. Label could challenge
Producer's copyright as litigation strategy.
Any copyright challenge is an incurable breach
triggering immediate termination, maximum \$504
damages, and full disgorgement of all revenue.

§14 — Work for Hire

No protection. Standard label boilerplate claims all masters as work-for-hire.

Work-for-hire characterization explicitly prohibited and voided. Any such claim = copyright infringement + immediate termination.

§14 — Label Shelving No protection. Label could warehouse the track indefinitely.

Label has 12 months (not 24) to commercially exploit or Producer reclaims all rights.

§14 — Boilerplate / Conflicts

Standard label boilerplate implicitly supersedes independent producer agreements.

Clean conflicts clause: this Agreement controls over any Label Deal as to all Producer rights. One sentence, same legal effect, reads as reasonable.

§14 — Contributory

Infringement

Not addressed. Label executives could direct infringing use behind corporate shield.

Label officers who personally direct infringing use are jointly and severally liable under Grokster/Napster contributory infringement doctrine.

NOTE: Blue italic text = fill-in placeholders. Green bold text = new/changed language. This Agreement is a producer-protective template and should be reviewed by a licensed entertainment attorney before use. Nothing herein constitutes legal advice.