

## Unlimited Lease Agreement

This License agreement is made on \_\_\_\_ (“Effective Date”) by and between \_\_\_\_ (“Licensee”) and **JIGGA BEATZ** (“Licensor”). Licensor warrants that it controls the mechanical rights in and to the musical work named \_\_\_\_ (“Composition”) being sold to Licensee as of and prior to the Effective Date.

The Licensee and Licensor have agreed to the following terms:

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The Licensor hereby grants to Licensee a non-exclusive License to record vocal synchronization to the composition partly or in its entirety and substantially in its original form for the specific use of manufacturing, distributing and selling records embodying the composition. The Licensor also grants the right to use the name of the producer (Jigga Beatz) in connection with the advertising, publicizing or sale of records manufactured, distributed and sold. Licensee shall not have the right to alter, adapt, change or remix the composition or music without producer's written approval, except length changes (adding additional bars to a verse, cutting/adding a verse/hook etc.). Any rights not specifically granted and set forth in this license are hereby reserved by the producer.

### 2. Ownership

The Licensor maintains 100% full rights (copyright, publishing and ownership) of the Composition, and can continue to sell it non-exclusively and/or exclusively. The Licensee has neither the right nor authority to sell or license the rights to the Composition whether in whole or part to any other party. In the event another party purchases exclusive rights to the Composition from the Licensor, the Licensee will retain non-exclusive rights under the limitations listed in this agreement and until these terms have been fulfilled.

### 3. Mechanical Rights

The Licensor hereby grants to Licensee a non-exclusive License to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disks, internet downloads, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, “Recordings”) worldwide for up to the pressing or selling unlimited copies of such Recordings or any combination of such Recordings. Additionally, Licensor shall be permitted to distribute unlimited internet downloads for non-profit and non-commercial use.

### 4. Publishing and Royalties

The Licensee is entitled to keep 100% of all royalties and publishing that is generated from sales of the Master Recording on digital retailers (such as iTunes), through physical sales (such as Compact Disks) and on online streaming services (such as Spotify). The Licensor shall retain 100% of Publishing for this NonExclusive license.

### 5. Synchronization Rights

The Licensor hereby grants to Licensee a non-exclusive License to copy, perform, edit and/or loop portions of, record on film, video, digital animations, and video games (collectively, “Projects”) and use the Master Recording in synchronization or timed relation with the productions in unlimited Projects.

### 6. Streaming

The Licensee is entitled to an unlimited amount of audio streams (on all streaming platforms such as Spotify) and unlimited video streams (on all platforms supporting video

such as Youtube) for the song(s) created with the composition. All streaming royalties generated by the Licensee's song(s) belong to the Licensee.

### **7. Performance Rights**

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in unlimited paid performances and unlimited non-profit performances, shows, or concerts.

### **8. Music Videos**

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in unlimited music videos.

### **9. Broadcast Rights**

The Licensor hereby grants to Licensee an exclusive license to broadcast or air the Master Recording on unlimited radio stations or through unlimited station channels, respectively.

### **10. Credit**

Licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats by acknowledging the relevant author in writing where possible and vocally otherwise. Where a project is commercially released and registered with a performance rights organisation, Licensor shall be acknowledged as a Writer. Such credit shall be in substantial form:

"Prod. by Jigga Beatz" or "Prod. Jigga Beatz"

### **11. Sampling**

The Licensee agrees that the Composition is purchased as a "Work Made for Hire" whereby the clearing of any sampled materials is the responsibility of Licensee.

### **12. Compensation**

**Payment for this License is non-refundable.** If the Licensee fails to account to the Licensor, timely and complete the payments provided for hereunder, the Licensor shall have the right to terminate this License upon written notice to the Licensee. Such termination shall render the recording, manufacture and/or distribution of Recordings for which monies have not been paid subject to and actionable as infringements under applicable law.

### **13. Term**

Executed by the Licensor and the Licensee, this License agreement is to be effective as for all purposes as of the Effective Date for a period of three (3) years. In the event that an exclusive license is sold by Licensor to the Composition, the terms of this agreement shall be upheld.

### **14. Indemnification**

Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

### **15. Miscellaneous**

This License is non-transferable and is limited to the Composition specified, constitutes the entire agreement between the Licensor and the Licensee relating to the Composition, and

shall be binding upon both Licensor and Licensee and their respective successors, assigns, and legal representatives.

#### **16. Restrictions**

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#### **17. Governing Law**

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