

MP3 License Agreement

This License agreement is made on **%ORDER_DATE%** (“Effective Date”) by and between **%CLIENT_NAME%** (“Licensee”) and **Myflowbeats** (“Licensor”). Licensor warrants that it controls the mechanical rights in and to the musical work named "**%BEAT_NAME%**" (“Composition”) being sold to Licensee as of and prior to the Effective Date.

By purchasing this license, Licensee agreed to the following terms and condition:

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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 (“Master Recording”).

Copyrights

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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 a total of 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.

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The Licensee is entitled to keep **100%** of all royalties and **0%** publishing that is generated from sales of the Master Recording on digital retailers (such as iTunes) and through physical sales (such as Compact Disks). Distribution limit is 3000 and will need to renew when limit is reached to continue exploiting the song.

However, if the licensee would optionally like to share royalties with the Licensor, the Licensor's BMI information is listed below for convenience.

BMI Information:

Name: Oscar Garcia

Composer: Myflowbeats LLC
BMI Account No: 1675006

Performance Rights

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in unlimited non-profit performances, shows, projects or concerts. Licensee may perform the song publicly, including but not limited to, at a live performance (i.e. concert, festival, nightclub etc.), for non-profit only. The song **may not** be performed on terrestrial or satellite radio, and/or on the internet via third party streaming services (Spotify, YouTube, iTunes Radio etc.);

The Licensee is not permitted to use the Master Recording in unlimited profit performances. Instrumental must be combined with other audio (lyrics) and cannot be exploited by Licensee, or any affiliate of Licensee in any way shape or form as an instrumental alone, with the exception of background music for film/media owned by Licensee. Licensee will need to renew this license if any limits are reached, to maintain rights.

Usage of the beat. The New Song may be used for any promotional purposes, including but not limited to, a release in single format, for inclusion in a mixtape or free compilation of music bundled together (EP or album), and/or promotional, non-monetized digital streaming;

i. The Licensee may use the New Song in synchronization with one (1) audiovisual work no longer than five (5) minutes in length (a "Video"). In the event that the New Song itself is longer than five (5) minutes in length, the Video may not play for longer than the length of the New Song. The Video may not be broadcast on any television network. It may be uploaded to the internet for digital streaming and/or free download by the public including but not limited to on YouTube and/or Vevo. Producer grants no other synchronization rights to Licensee;

ii. The Licensee may not make the New Song available for sale or made available on monetized streaming platforms like Spotify and Apple Music, and expressly prohibits monetization on YouTube. Non-monetized streams on Youtube are allowed for a maximum of Ten Thousand (10,000) cumulative streams. For clarity and avoidance of doubt, the Licensee does NOT have the right to sell the Beat in the form that it was delivered to Licensee. The Licensee must create a New Song for its rights under this provision to vest. Any sale of the Beat by Licensee shall be a material breach of this Agreement and the Licensee shall be liable to the Licensor for damages as provided hereunder.

Synchronization Rights

Licensing of Song to third-party publishing entities for TV/Film is prohibited.

Broadcast Rights

Broadcast or air the Master Recording on radio stations or station channels is prohibited.

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. Where a project is commercially released and registered with a performance rights organisation, Licensor shall be acknowledged as a Writer. Licensee shall properly give credit to Licensor as the creator of instrumental in one of the following, or similar formats:

"Produced by Myflowbeats"

"Prod by Myflowbeats"

"Beat by Myflowbeats"

"Production by Myflowbeats"

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.

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.

Term

All rights and terms in this agreement last until its limit is reached after the acquisition (purchase) date of this license. This license will no longer be valid after 3,000 distribution and 3,000 audio streams are reached and will have to be renewed if the Licensee wishes to maintain these rights. If the Instrumental has been purchased exclusively, it will not be available for license renewal. Should the instrumental be purchased exclusively during the term of this agreement, Licensee will still maintain all rights listed in this agreement, until the limit stated in the lease has been reached.

Indemnification

Accordingly, 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.

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.

Restrictions

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Documentation

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By receiving this contract via email, you automatically agree to the terms stated above and gain non-exclusive rights to the Instrumental.