

NON-COMMERCIAL USE SYNCHRONIZATION LICENSE AGREEMENT

THIS NON-COMMERCIAL USE SYNCHRONIZATION LICENSE AGREEMENT is made on [mm/dd/year]

_____ (“Effective Date”) by

and between [first name, last name]

[email address] _____

(hereinafter referred to as the "Licensee"), and **Lauren Dawson** ("Producer") represented by publisher **Unruly Musing Productions** (hereinafter referred to as the "Licensor"). Licensor warrants that it controls the synchronization rights in and to the copyrighted musical work entitled

_____ (“Beat”) as of and prior to the date first written above. The Beat, including the music thereof, was composed by UnrulyMuser, who is professionally known as Lauren Dawson. This Agreement is issued solely in connection with and for Licensee's use of the Beat pursuant and subject to all terms and conditions set forth herein.

1. LICENSE FEE

The Licensee shall make payment of the License Fee to Licensor on the date of this Agreement. All rights granted to Licensee by Licensor in the Beat are conditional upon Licensee's timely payment of the License Fee. The License Fee is a one-time payment for the rights granted to Licensee. ALL PAYMENTS MUST BE MADE ELECTRONICALLY BEFORE EXECUTION OF THIS AGREEMENT. THIS AGREEMENT IS NOT VALID UNTIL THE LICENSE FEE HAS BEEN PAID IN FULL.

2. DELIVERY OF THE BEAT

Licensor agrees to deliver the Beat as high-quality MP3 audio file. The delivered audio file will include the audio tagline “It’s #DATFLOTHO already know tho.” Licensor shall use commercially reasonable efforts to deliver the Beat to Licensee immediately after payment of the License Fee is made. Licensee will receive the Beat via download on Unruly Musing Productions company website. In the case of technical errors and/or glitches that may occur during download on company website, Licensee may request to receive the Beat via email to the address Licensee provided to Licensor.

3. TERM

The Term of this Agreement shall be **Two (2)** years and this License shall expire on the **Two (2)** year anniversary of the Effective Date.

4. USE OF THE BEAT

In consideration for Licensee’s payment of the License Fee, the Licensor hereby grants Licensee a limited non-exclusive, non-transferable license and the right to incorporate, include and/or use the Beat in the preparation of **One (1)** Video (the “Video”) for non-commercial use.

Licensee shall not modify the arrangement, tempo, or pitch of the Beat in preparation of the Video for public release. Licensee shall not add new instrumentation to the Beat or modify the Beat without written consent of the Licensor.

Permission is granted to Licensee to cut and/or loop portions of the Beat in synchronization for the Video as long as all components of the musical composition of the Beat are intact. The Licensee shall not remove the Licensor’s audible tagline of “It’s #DATFLOTHO already know tho” without written consent of the Licensor.

This License grants Licensee a worldwide, non-exclusive license to use the Beat as incorporated in the Video in the manners and for the purposes expressly provided for herein, subject to the sale restrictions, limitations and prohibited uses stated in this Agreement.

Licensee acknowledges and agrees that any and all rights granted to Licensee in the Beat pursuant to this Agreement are on a non-exclusive basis and Licensor shall continue to license the Beat upon the same or similar terms and conditions as this Agreement to other potential third-party licensees.

- A. The Licensor hereby grants limited synchronization rights for **One (1)** Video streamed online (YouTube, Vimeo, etc..) for unlimited non-profit and non-commercial use, and unlimited non-monetized internet video streams (YouTube, Vimeo, etc..) on all total sites but **not eligible for monetization on YouTube**. 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 use Beat for video synchronization for its rights under this provision to vest. Any sale of the Beat in its original form by Licensee shall be a material breach of this Agreement and the Licensee shall be liable to the Licensor for damages as provided hereunder.
- B. Licensor authorizes Licensee to use or cause to be used the aforesaid musical composition contained in the Beat in conjunction with the Video in any manner Licensee deems fit, including, but not limited to, the purpose of advertising and exploiting the Video non-commercially. Licensor does not authorize Licensee the right to license, sell, and distribute the aforesaid musical composition in conjunction with Video related events throughout the world and any medium or form, whether now known or hereinafter created. Notwithstanding the foregoing, the musical compositions contained in the Beat licensed pursuant to this Agreement shall not be distributed or exploited separately or independently of the Video by the Licensee, except in compilations that include the Video, in advertising for the compilation, or in connection with the Video itself.
- C. The License is granted upon the express condition that the musical composition contained in the Beat shall not be used to manufacture, sell, license, or exploit sound records or otherwise be used apart from the Video by the Licensee.

5. RESTRICTIONS ON THE USE OF THE BEAT

Licensee hereby agrees and acknowledges that it is expressly prohibited from taking any action(s) and from engaging in any use of the Beat or Video in the manners, or for the purposes, set forth below:

- A. The rights granted to Licensee are NON-TRANSFERABLE and that Licensee may not transfer or assign any of its rights hereunder to any third-party; Licensee shall not synchronize, or permit third parties to synchronize, the Beat with any audiovisual works EXCEPT as expressly provided for and pursuant to Paragraph 4(A) of this Agreement for use in **One (1)** Video.
- B. Licensee shall not have the right to license or sublicense any use of the Beat, in whole or in part, for any so-called "samples".
- C. Licensee shall not engage in any unlawful copying, streaming, duplicating, selling, lending, renting, hiring, broadcasting, uploading, or downloading to any database, servers, computers, peer to peer sharing, or other file sharing services, posting on websites, or distribution of the Beat in the form, or a substantially similar form, as delivered to Licensee. Licensee may send the Beat file to any individual video editor, engineer, studio manager or other person who is working on the Video.

6. OWNERSHIP

The Licensor is and shall remain the sole owner and holder of all rights, title, and interest in the Beat, including all copyrights to and in the sound recording and the underlying musical compositions written and composed by Licensor. Nothing contained herein shall constitute an assignment by Licensor to Licensee of any of the foregoing rights. Licensee may not, under any circumstances, register or attempt to register the Beat with the U.S. Copyright Office.

For the avoidance of doubt, LICENSEE DOES NOT OWN THE MASTER OR THE SOUND RECORDING RIGHTS IN THE BEAT. LICENSEE HAS BEEN LICENSED THE RIGHT TO USE THE BEAT IN THE VIDEO AND TO NON-COMMERCIALY EXPLOIT THE VIDEO BASED ON THE TERMS AND CONDITIONS OF THIS AGREEMENT.

7. CONSIDERATION

In consideration for the rights granted under this agreement, Licensee shall pay to Licensor the sum of **Thirty (\$30) US dollars** and other good and valuable consideration, payable to “Unruly Musing Productions”, receipt of which is hereby acknowledged. If the Licensee fails to account to the Licensor, timely complete the payments provided for hereunder, or perform its other obligations hereunder, including having insufficient bank balance, the Licensor shall have the right to terminate License upon written notice to the Licensee. Such termination shall render the recording, manufacture and/or distribution of Videos for which monies have not been paid subject to and actionable infringements under applicable law, including, without limitation, the United States Copyright Act, as amended.

8. CREDIT

Licensee shall have the right to use and permit others to use Licensor’s (“Producer”) approved name, approved likeness, and other approved identification and approved biographical material concerning the Producer solely for purposes of trade and otherwise without restriction solely in connection with the Video hereunder. Licensee shall use best efforts to have Producer credited as a “producer” and shall give Producer appropriate production credit. Licensee shall use its best efforts to ensure that Producer is properly credited and Licensee shall check all proofs for accuracy of credits, and shall use its best efforts to cure any mistakes regarding Producer's credit. In the event of any failure by Licensee to issue credit to Producer, Licensee must use reasonable efforts to correct any such failure immediately and on a prospective basis. Such credit shall be in substantial form: “Produced by UnrulyMuser”.

9. BREACH BY LICENSEE

Licensee shall have **Ten (10)** business days from its receipt of written notice by Licensor and/or Licensor’s authorized representative to cure any alleged breach of this Agreement by Licensee. Licensee’s

failure to cure the alleged breach within **Ten (10)** business days shall result in Licensee's default of its obligations, its breach of this Agreement, and at Licensor's sole discretion, the termination of Licensee's rights hereunder.

If Licensee engages in the commercial exploitation and/or sale of the Beat and/or the Video outside of the manner and amount expressly provided for in this Agreement, Licensee shall be liable to Licensor for monetary damages in an amount equal to any and all monies paid, collected by, or received by Licensee, or any third party on its behalf, in connection with such unauthorized commercial exploitation of the Beat and/or the Video.

Licensee recognizes and agrees that a breach or threatened breach of this Agreement by Licensee give rise to irreparable injury to Licensor, which may not be adequately compensated by damages. Accordingly, in the event of a breach or threatened breach by the Licensee of the provisions of this Agreement, Licensor may seek and shall be entitled to a temporary restraining order and preliminary injunction restraining the Licensee from violating the provisions of this Agreement. Nothing herein shall prohibit Licensor from pursuing any other available legal or equitable remedy from such breach or threatened breach, including but not limited to the recovery of damages from the Licensee. The Licensee shall be responsible for all costs, expenses or damages that Licensor incurs as a result of any violation by the Licensee of any provision of this Agreement. Licensee's obligation shall include court costs, litigation expenses, and reasonable attorneys' fees.

10. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION

Licensee hereby agrees that Licensor has not made any guarantees or promises that the Beat fits the particular creative use or musical purpose intended or desired by the Licensee. The Beat, its sound recording, and the underlying musical composition embodied therein, are licensed to the Licensee "as is" without warranties of any kind or fitness for a particular purpose.

Licensor warrants and represents that she has the full right and ability to enter into this Agreement, and is not under any disability,

restriction, or prohibition with respect to the grant of rights hereunder. Licensor warrants that the use, or other exploitation of the Beat hereunder will not infringe upon or violate any common law or statutory right of any person, firm, or corporation; including, without limitation, contractual rights, copyrights, and right(s) of privacy and publicity and will not constitute libel and/or slander. Licensor warrants that she did not “sample” (as that term is commonly understood in the recording industry) any copyrighted material or sound recordings belonging to any other person, firm, or corporation (hereinafter referred to as “Owner”) without first having notified Licensee. Licensee shall have no obligation to approve the use of any sample thereof; however, if approved, any payment in connection therewith, including any associated legal clearance costs, shall be borne by Licensee. Knowledge by Licensee that “samples” were used by Licensor which were not affirmatively disclosed by Licensor to Licensee shall shift, in whole or in part, the liability for infringement or violation of the rights of any third party arising from the use of any such “sample” from Licensor to Licensee.

Parties hereto shall indemnify and hold each other harmless from any and all third party claims, liabilities, costs, losses, damages or expenses as are actually incurred by the non-defaulting party and shall hold the non-defaulting party, free, safe, and harmless against and from any and all claims, suits, demands, costs, liabilities, loss, damages, judgments, recoveries, costs, and expenses; (including, without limitation, reasonable attorneys' fees), which may be made or brought, paid, or incurred by reason of any breach or claim of breach of the warranties and representations hereunder by the defaulting party, their agents, heirs, successors, assigns and employees, which have been reduced to final judgment; provided that prior to final judgment, arising out of any breach of any representations or warranties of the defaulting party contained in this Agreement or any failure by defaulting party to perform any obligations on its part to be performed hereunder the non-defaulting party has given the defaulting party prompt written notice of all claims and the right to participate in the defense with counsel of its choice at its sole expense. In no event shall Licensee be entitled to seek injunctive or any other equitable relief for any breach or non-compliance with any provision of this Agreement.

11. MISCELLANEOUS

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and cannot be altered, modified, amended or waived, in whole or in part, except by written instrument (email being sufficient) signed by both parties hereto.

This License is non-transferable and is limited to the Beat specified above, and shall be binding upon both the Licensor and the Licensee and their respective successors, assigns, and legal representatives.

This License is governed by and shall be construed under the law of The United States of America, without regard to the conflicts of laws principles thereof.

LICENSEE SIGNATURE

I agree to the terms and conditions of this contract.

Name _____

Date _____

LICENSOR SIGNATURE

I agree to the terms and conditions of this contract.

Name _____

Date _____