



## "BASIC LEASE" NON-EXCLUSIVE BEAT LICENSE AGREEMENT

**THAIBEATS**, the licensor ("Seller"), in exchange for a total payment of **\$30 USD** and in accordance with the terms stated in this Agreement, grants **Artist Full Name** ("Buyer") rights as defined below in the copyrighted musical composition **Beat Title** ("the Beat") commencing on the date **March 3, 2019** ("Effective Date")

### **DISCLAIMER: THIS LICENSE IS NON-REFUNDABLE AND NON-TRANSFERABLE**

Our products are digital goods delivered via Internet download we generally offer no refunds.

If you change your mind about your purchase and you have not downloaded our product or double orders of the same instrumentals that happen by accident, we will happily issue you a refund upon your request.

### **1. SELLER'S WARRANTY**

The Beat is a copyrighted composition and master recording created by the Seller, who warrants that it contains only sounds created by the Seller or properly licensed to the Seller.

### **2. BEAT RIGHTS GRANTED TO BUYER**

The Seller grants to the Buyer limited, non-exclusive, non-transferable rights to use the Beat in the production of one new musical composition and master recording ("New Song.") The Buyer shall create the New Song by combining the Beat with substantial new elements including lyrics, instrumental tracks, vocals, samples, or other sounds owned by or properly licensed to the Buyer.

### **3. BEAT RIGHTS RETAINED BY SELLER**

The Seller retains full copyright ownership of the Beat. The Buyer may not loan, rent, share, upload, or resell the Beat. Buyer may not re-assign rights to the Beat, in whole or in part, to any party.

Following the execution of this Agreement, the Seller may continue to transfer or license any and all rights to the Beat to any other parties for any purpose, exclusively or non-exclusively. Previous licensees of the Beat will retain their license rights in full as per Seller's agreement with them.

### **4. PERMITTED USES OF THE NEW SONG**

Buyer has the right to perform, record, reproduce, distribute, stream, monetize, and sell the New Song worldwide in unlimited quantities in perpetuity, subject only to the limitations described below.

- **Miscellaneous:** Buyer may distribute a maximum of **1,000 units** of the "New Song" combining hard copies, and mixtapes free-downloads, including all units, provided free and for non-profit use.
- **Streaming/Distribution:** Buyer is **NOT PERMITTED** to release the "New Song" on Spotify, Pandora, Apple Music, and similar distribution services.
- **YouTube and similar site:** The Buyer may use the "New Song" as an audio track in the creation of one music video. Buyer may upload this video to One YouTube channel and other similar services up to **100,000 plays/views** in total all site, and monetization on YouTube is **NOT PERMITTED**.
- **ContentID and AudioID Fingerprinting program:** The Buyer may not, under any circumstances, register or attempt to register the New Song and/or the Beat with the "YouTube ContentID or AudioID program". The aforementioned right to register the New Song and/or the Beat shall be strictly limited to the Sellers.

- **Synchronization:** The use of the New Song in film, television, video games, jingles, and commercials is licensed separately, and such synchronization uses **ARE NOT PERMITTED**. A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.
- **Broadcast Rights:** Radio airplay **ARE NOT PERMITTED**.
- **Performance Rights:** The Seller hereby grants to Buyer a non-exclusive license to use the "Master Song" in **1 non-profit** performance, shows, or concerts. Buyer may receive compensation from performances with this license.

When either of the above distribution or streaming limits have been reached, Buyer's rights of both distribution and streaming of the New Song under this Agreement are immediately terminated and must be upgraded the license to continue using the Song.

Should the Buyer continue to distribute or stream the New Song after termination of the Buyer's rights to do so under this Agreement, the Buyer expressly agrees that 100% of all copyright interests in the New Song composition and master recording are thereby irrevocably transferred from the Buyer to the Seller at the moment the distribution or streaming limits have been exceeded.

The Buyer may, at the sole discretion of the Seller and only if the Beat has not already been exclusively licensed to another party, extend the distribution and streaming limits of the New Song by executing a new agreement with the Seller.

## 5. COPYRIGHT AND ROYALTIES

The ownership of the copyrights in the New Song and the master sound recording is split as follows:

- **Composition Copyright ("Songwriter/Publishing"):** 60% to the Buyer and 40% to the Seller.
- **Master Sound Recording Copyright:** 75% to the Buyer and 35% to the Seller.

The Seller shall receive, in the percentages above, an income of any kind and from any source resulting from the exploitation of both copyrights ("Seller's Royalties").

The Buyer must disclose the Seller's copyright ownership percentages ("split sheet") to the Buyer's record label, aggregator, distributor, and publisher. If the Buyer registers the New Song with any copyright authority worldwide (i.e. United States Copyright Office) or with any Performing Rights Organization worldwide (i.e. ASCAP), the Buyer must disclose the Seller's ownership percentages as listed above.

The Buyer is required to forward all Seller's Royalties to the Seller, and to inform the above parties to forward all Seller's Royalties directly to the Seller in a timely manner.

## 6. INDEMNITY

The Buyer agrees to fully indemnify and hold harmless the Seller (and Seller's officers, agents, and employees) of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the Buyer's breach or alleged breach of any term, representation, or warranty of this agreement, including but not limited to the Buyer's use or alleged use of unlicensed or improperly licensed material in the creation of the New Song and the master sound recording.

## 7. AUDIO SAMPLES

3rd-party sample clearance is the responsibility of the Buyer. (if the Beat is included 3rd-party samples)

## 8. SELLER CREDIT

The Buyer shall credit the Seller in media releases as "THAIBEATS".  
Example: "Produced by THAIBEATS" or "Prod. THAIBEATS"

#### **9. DELIVERY OF THE BEAT**

The Seller shall deliver the Beat in an **untagged master MP3 file**

#### **10. ENFORCEMENT**

This Agreement shall be governed and enforced under the laws of Thailand, in which THAIBEATS is registered.

#### **11. TERM**

Executed by the Seller and the Buyer, to be effective as for all purposes as of the "Effective Date" first mentioned above and shall terminate exactly **2 years** from this date.

#### **12. ACCEPTANCE OF THIS AGREEMENT**

By signed by the Seller, the parties agree to be mutually bound by the terms of this Agreement.

**Digital Signature** by **Suksan Salarak** ("Seller") Director of THAIBEATS.