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The Licensor hereby grants to Licensee a basic non-exclusive license to use the Master WAV Instrumental in **five thousand (5,000)** profit performances, shows, or concerts. Licensee may receive compensation from performances with this license.

#### **Synchronization Rights**

The Licensor hereby grants to Licensee a limited synchronization rights for **five (5) music video(s)** streamed online (YouTube, Vimeo, etc.) for up to **seven hundred fifty thousand (750,000) streams** on all total sites. A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.

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The Licensor hereby grants to Licensee a basic non-exclusive license to broadcast or air the Master WAV Instrumental **one (1) time(s)** on **one (1) radio station(s)** through **one (1) station channel(s)**, respectively. The Licensee **shall** be permitted to receive compensation for such broadcasting. The Licensee **shall** be permitted to broadcast their Standard MP3 Instrumental on any commercially used media (iTunes, albums, mixtapes, radio, etc). The Licensor **must** be accredited during broadcast for the Instrumental used.

### **Ownership**

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

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The Licensee **must** give production credit to the Licensor for any and all distributed material. This can be done verbally (through recorded vocals on the Master WAV Instrumental) or written in or on the CD booklet or outside cover. The Licensor reserves the right to keep an audio signature at the beginning of all non-exclusive instrumentals.

### **Indemnification**

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

### **Audio Samples**

Third (3rd) party sample clearance is the responsibility of the Licensee. The Licensee understands that the Licensor cannot and will not be held responsible for the misuse of any sampled materials that the Licensee uses in conjunction with the instrumental(s) that is being licensed in this agreement.

### **Governing Law**

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

**Term**

Executed by the Licensor and the Licensee, to be effective as for all purposes as of the Effective Date first mentioned above (Date of Purchase) and **shall terminate exactly one (1) year** from this date. After the purchase of approved Master WAV Instrumental, the sale is final and no refund of money stated within this agreement will be made to Licensee from Licensor.

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