

## **NON-EXCLUSIVE TRACKOUT LICENSING AGREEMENT:**

This Licensing Agreement (hereinafter, "Agreement") is effective immediately after its purchase date and serves as a legally binding contract between **Niko The Great**, "Licensor," and **Purchaser**, "Licensee". This agreement grants the Licensee non-exclusive rights to the Trackout Instrumental. By making a basic, non-exclusive Trackout Instrumental purchase from Licensor, Aniko Thomas (Aniko Thomas), the Licensee automatically becomes bound to the following terms of the License Agreement.

### **Rights Granted By Licensor:**

#### **Master Recording**

The Licensor hereby grants the Licensee the right to record vocal and/or instrumental synchronization to any or all parts of the Trackout Instrumental. The Licensee understands that their non-exclusive usage of the Trackout Instrumental is limited to one (1) new composition and, if the Licensee wishes to use the Trackout Instrumental in other new compositions, then the Licensee must obtain another license to use the Trackout Instrumental from the Licensor. The Licensee also agrees to refrain from editing the Trackout Instrumental that is being licensed in this agreement, by changing the arrangement of the Trackout Instrumental or by removing any melodies, instruments, drum programming or sounds that are contained within the Trackout Instrumental.

#### **Mechanical Rights**

The Licensor hereby grants to Licensee a basic non-exclusive license to use this Trackout Instrumental in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disk, digital downloads, other miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, the "Recordings", and individually, a "Recording") worldwide for up to the pressing or selling a total of **ten thousand (10,000) copies** of such Recordings or any combination of such Recordings. Licensee is allowed the above on condition that the Trackout Instrumental is paid for at a price both parties (Licensor and Licensee) agrees upon, receipt of which is confirmed. Additionally, Licensee shall be permitted to distribute this Trackout Instrumental for unlimited free internet downloads or streams for non-profit and non-commercial use. With one year from date leased beat was purchased to distribute until having to renew lease agreement.

#### **Performance Rights**

The Licensor hereby grants to Licensee a basic non-exclusive license to use the Trackout Instrumental in **ten thousand (10,000)** 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 **ten (10) music video(s)** streamed online (YouTube, Vimeo, etc.) for up to **one million (1,000,000) streams** on all total sites. A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.

### **Broadcast Rights**

The Licensor hereby grants to Licensee a basic non-exclusive license to broadcast or air the Trackout Instrumental **three (3) time(s)** on **three (3) radio station(s)** through **three (3) 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 Trackout 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 Trackout Instrumental whether in whole or part to any other party. In the event another individual purchases exclusive rights to your licensed Trackout Instrumental you will retain your non-exclusive rights under the limitations listed in this agreement and until these terms have been fulfilled.

### **Credit**

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 Trackout 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 Trackout 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 Trackout Instrumental.\***