

Non-Exclusive Basic Lease

| This License Agreement is r | made on | _ ("Effective Date"), by and |
|-------------------------------------|--------------------------------------|--------------------------------|
| between | (referred to as the "L | icensee") also, if applicable, |
| professionally known as | , and <u>Barbara</u> | Rodriguez , (referred to as |
| the "Licensor") also, if applicab | ole, professionally known as | Babi The Licensor |
| warrants that it controls the me | echanical rights in and to the | e copyrighted musical works |
| entitled ("C | <i>Composition</i> ") as of and pric | or to the Effective Date. The |
| Composition, including the mu | sic, was composed by | ("Songwriter") |
| managed under the <i>Licensor</i> . | | |
| | | |

1. Master Use. The *Licensor* hereby grants to *Licensee* a non-exclusive license (this "*License*") to record vocal synchronization to the *Composition* partly or in its entirety and substantially in its original form ("*Master Recording*").

2. Production Rights.

- **A.** Copyrights. The *Licensor* maintains full ownership of the *Composition*. The *Licensee* may not loan, rent, or resell the *Composition*. Following the execution of this agreement, the *Licensor* may continue to transfer or license any or all rights of the *Composition* to other parties for any purpose, exclusively or non-exclusively. Previous licensees of the *Composition* will retain their license rights in full as per *Licensor* agreement with them.
- **B. Mechanical Rights.** The *Licensor* hereby grants to the *Licensee* a non-exclusive *License* to use *Master Recording* 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 2,500 copies of such *Recordings* or any combination of such *Recordings*.

- **C. Performance Rights.** The *Licensor* hereby don't grant to *Licensee* the permit to to use the *Master Recording* in any type of performances, shows, or concerts.
- **D. Synchronization Rights.** The *Licensor* hereby grants to *Licensee* limited synchronization rights for one (1) music video streamed online (Youtube, Vimeo, etc..) for up to 100,000 streams total on all websites. A separate synchronization license will need to be purchased for distribution of video to Television, Films or Video Games.
- **E. Broadcast Rights.** The *Licensor* hereby don't grant to *Licensee* the permit to broadcast or air the *Master Recording* in any radio station.
- **3. Credits.** *Licensee* shall acknowledge the original authorship of the *Composition* appropriately and reasonably in all media and performance formats, under the name of the *Licensor* and/or the *Songwriter* in writing where possible and vocally otherwise. Where a project is commercially released and registered with a performance rights organization, the *Songwriter* or *Licensor*, whatever is the case, shall be acknowledged as a Writer or Music Producer, by the following PRO information ___00359953113_.
- **4. Delivery of files.** The *Composition* shall be delivered via email to an email address that *Licensee* provided to *Licensor*. *Licensee* shall receive an email containing the mp3 file from the *Composition*.
- **5. 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 attorney's fees, arising of or resulting from a claimed breach of any of *Licensee*'s representations, warranties or agreements hereunder.
- **6. Royalty Splits.** The *Licensee* owns 50% of the "Writer's Share" as music artist and/ or songwriter. The *Licensor* owns 50% of "Writer's Share" as music producer and/or songwriter. The *Licensee* owns 50% of "Publishing Rights" as music artist and/or songwriter. The *Licensor* owns 50% of "Publishing Rights" as music producer and/or songwriter.

7. In Consideration.

A. In consideration for the rights granted under this agreement, *Licensee* shall pay to *Licensor* the sum of ____\$25___ US dollars and other good and valuable consideration, payable to the *Licensor*, 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 the *License* upon written notice to the *Licensee*. Such termination shall render the recording, manufacture and/or distribution of *Recordings* for which money have not been paid subject to and actionable infringements under applicable law, including, without limitation, the United States Copyright Act, as amended.

- **B.** This *License* is non-transferable and is limited to the *Composition* specified before. This constitutes the entire agreement between the *Licensor* and the *Licensor* relating to the *Composition*, and shall be binding upon both the *Licensor* and the *Licensee* and their respective successors, assigns, and legal representatives.
- **8. Governing Law.** This *License* is governed by and shall be construed under the law of the State of FL, United States of America, without regard to the conflicts of laws principles thereof.

THE PARTIES HAVE DULY EXECUTED THIS License on the Effective Date.

| Licensor: | | | |
|-----------|------------------|-------|------|
| | | Date: | , 20 |
| | - Music Producer | | |
| Licensee: | | | |
| | | Date: | , 20 |
| | - Music Artist | | |