

Terron Brown, "T BRXWN", ASCAP IPI #105014930
Brxwnmusic716@gmail.com

Non-Exclusive License Agreement

Thank you for licensing a beat from us. We appreciate the business and wish you success with your endeavors.

This is a legal document granting you the right to use the beat(s) (hereinafter referred to as the "Composition(s)") purchased by you. You are welcome to screenshot or save this Agreement for your records. Note that this Agreement is only valid when accompanied by a valid purchase receipt. This Non-Exclusive License Agreement (hereinafter "Non-Exclusive License" or "Agreement" or "License") is made on the date of purchase ("Effective Date") with **T BRXWN/BRXWNMUSIC** (hereinafter "Licensor").

The Licensee and Licensor have agreed to the following terms:

1. Credit. Licensee shall acknowledge the original authorship of Composition(s) appropriately and reasonably in all media and performance formats by acknowledging the relevant author in writing where possible and vocally otherwise.

For example: **Artist Name – Song Title (Produced by T BRXWN)**

Licensee shall leave the original beat tag in place and must be audible in the published recording of any media or performance. Licensee can contact us as brxwnmusic716@gmail.com to request a completely tag-free version, with an explanation as to why it is requested.

Additionally, Licensee shall acknowledge the Licensor in written credits where possible, including but not limited to album liner notes, YouTube video descriptions, blog posts etc.

For example: **Beat - "Beat Name" by T BRXWN**

2. Master Use. Licensor grants to Licensee a Non-Exclusive License to use Composition(s) partly or substantially in its/their form for the purpose of recording vocal synchronization ("Master Recording").

3. Mechanical Rights. Licensor grants to Licensee a Non-Exclusive License to use Master Recording in the reproduction, duplication, manufacture, and profitable distribution of phonograph records, cassette tapes, compact disks, other and miscellaneous audio and digital recordings, and any versions thereof (collectively, the "Recordings") worldwide for the pressing and digital distribution of up to **1000** copies of such Recordings or any combination of such Recordings. License includes rights for up to **50,000** monetized audio streams on sites such as Spotify, Apple Music, SoundCloud or similar streaming platforms. Additionally, Licensee shall be permitted to distribute unlimited free internet downloads or streams for non-monetized/non-profitable purposes. Master Recording may not be added to digital audio fingerprinting services such as YouTube ContentID or similar blanket monetization services by TuneCore, CDBaby and others as this would require full ownership of the Composition(s).

Terron Brown, "T BRXWN", ASCAP IPI #105014930

Brxwnmusic716@gmail.com

4. Performance Rights. License does not include performance rights to use the Master Recording for paid performances in live shows and concerts. An upgraded license is required to obtain such rights. Only non-profitable performance purposes are permitted. **The performance fee may be waived at the discretion of the Licensor if the Licensee contacts us at brxwnmusic716@gmail.com with an explanation of the desired paid use.**

5. Broadcast Rights. License does not include broadcast rights to use the Master Recording for broadcast on radio stations. An upgraded license is required to obtain such rights. **The radio station broadcast right fee may be waived at the discretion of the Licensor if the Licensee contacts us at brxwnmusic716@gmail.com with an explanation of the desired radio use.**

6. Synchronization Rights. License does not include commercial synchronization rights to use the Master Recording for audio-visual usage such as TV, Film or video games. A separate license is required to obtain synchronization rights. Only the non-monetized/non-profitable distribution of a music video on sites such as YouTube is permitted. **The synchronization right fee may be waived at the discretion of the Licensor if the Licensee contacts us at brxwnmusic716@gmail.com with an explanation of the desired media use.**

7. Registration. Where a project is commercially released and registered with a performance rights organization (such as BMI, ASCAP, SESAC, GEMA or PRS For Music), **Terron Brown with ASCAP, IPI: #1050149303** shall be acknowledged as a Songwriter for the purpose of writer's share royalty collection, with equal shares, for example 50% for 2 Songwriters or 33.33% for 3 Songwriters. Additionally, **Terron Brown with ASCAP, IPI: #105014930** shall be acknowledged as Publisher for the purpose of publisher's share royalty collection, with a fixed 50% of shares.

8. Consideration. In consideration for the rights granted hereunder, Licensee shall pay Licensor a sum for the purchased beat(s).

9. Accounting. Payment for License is non-refundable. If Licensee fails to account to Licensor, timely and complete the payments provided for hereunder, including having insufficient bank balance or filing bank chargeback, Licensor shall have the right to terminate License **with or without** written notice to Licensee. Such termination shall render the recording, manufacture and/or distribution of Recordings for which monies have not been paid subject to and actionable as infringements under applicable law, including, without limitation, the United States Copyright Act. Licensee must make reasonable efforts to maintain an accounting of all sales, including but not limited to any commercial distribution, both digital and physical. Licensee and its agents will, upon reasonable request by Licensor make such accounting available for inspection by Licensor or its authorized representatives, who will have the right to take copies of or extracts from any records kept pursuant to this Agreement. The costs of the audit will be borne by Licensor, unless the underpayment exceeds five percent (5%), in which event Licensee will bear the costs of such audit.

10. Indemnification. Licensee hereby agrees to indemnify, defend, and hold harmless Licensor and its officers, agents, and affiliates from and against any and all third party claims, actions,

Terron Brown, "T BRXWN", ASCAP IPI #105014930

Brxwnmusic716@gmail.com

causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by, or imposed or asserted against, Licensor arising out of or relating to (i) the violation of any copyright or proprietary right of any third party; (ii) Licensee's unauthorized use of the Composition; and (iii) any losses arising as a result of the acts, omissions or negligence of Licensee, its officers, its directors and its representatives.

11. Exclusive License Option. In the event that an Exclusive License is sold for Composition(s) outlined in this Non-Exclusive License, the terms agreed upon shall be upheld. In the event that the Licensee exceeds the total of granted unit copies or any other terms herein, an upgrade of the Non-Exclusive License or a re-negotiation for an Exclusive License may be possible, provided that Composition(s) has/have not been sold.

12. Deliverable. Licensee shall receive a high quality mixed WAV format version of the Composition(s). Upon payment of an additional fee, Licensee shall also receive the separate track lines ("Trackouts" or "Stems") in FLP format. For Trackouts, contact brxwnmusic716@gmail.com.

13. Sample Clearance. Licensee agrees that the clearing of any sampled materials is the responsibility of Licensee. Licensor will happily make reasonable efforts to provide the name of the sample(s) for Licensee to help with the clearance process. For assistance with Sample Clearance, contact brxwnmusic716@gmail.com.

14. Non-transferable. License is non-transferable, may not be re-sold and is limited to the Composition(s) specified below. License constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and supersedes all previous proposals, whether oral or written, and shall be binding upon Licensor and Licensee and their respective successors, assigns, and legal representatives.

15. Miscellaneous.

a. If any provision of License is held to be invalid, illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that License otherwise remains in full force and effect and enforceable.

b. License is governed by and shall be construed under the laws of The United States of America, without regard to the conflicts of laws and principles thereof. Each party hereby consents to personal jurisdiction in any action brought in any court, federal or state, within The United States of America.

c. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof. Paragraph headings are inserted only for the purpose of convenient reference and shall not be given any legal effect.

d. The failure by Licensee to perform any of its material obligations hereunder shall be deemed a breach of this Agreement.

Terron Brown, "T BRXWN", ASCAP IPI #105014930

Brxwnmusic716@gmail.com

e. This Agreement shall not be construed against either party as the drafter, it being agreed that the parties have drafted this agreement jointly.

**PARTIES HEREBY ACKNOWLEDGE THAT PARTIES HAVE BEEN ADVISED TO
SEEK AND RECEIVE LEGAL ADVICE FROM INDEPENDENT
COUNSEL WITH RESPECT TO THE TERMS AND PROVISIONS CONTAINED IN
THIS AGREEMENT. PARTIES HAVE EITHER CONSULTED WITH
SUCH ATTORNEY OR HAVE WAIVED SUCH RIGHT AND HAVE DECIDED TO
ENTER INTO THIS AGREEMENT FREELY, WITHOUT ANY COERCION OR
DURESS FROM ANY PERSON.**

T BRXWN/BRXWNMUSIC.COM