



Exclusive License KEY FEATURES

- **Usage:** Licensee may use the beat for recording a song and releasing it commercially.
 - **Distribution Limit:** No cap on digital or physical sales/downloads.
- **Monetization:** Licensee may profit from the use of the song with no time or sales restrictions.
 - **Term:** License is perpetual and does not expire.
- **Broadcast Rights:** Includes rights to unlimited online use and radio play on unlimited stations.
 - **Live Performances:** Permitted for both profit and non-profit.
 - **Ownership:** Licensee receives full ownership of the instrumental.
- **Exclusivity:** The beat is permanently removed from the beat store and will not be licensed to other artists.
- **Custom Arrangement:** A custom beat arrangement by Louis Romani is available upon request.
- **Credit Requirement:** You must credit the producer as "**prod. louis romani**" in all published versions.

This **Exclusive License Agreement** (the "Agreement") is made effective as of the date and time of purchase (the "Effective Date"), by and between:

Yor Madrio, professionally known as **Louis Romani** (the "Producer" or "Licensor"),
and

You, the purchasing party (the "Licensee").

This Agreement outlines the terms and conditions of the Licensee's exclusive use of the Producer's instrumental music file entitled **[Beat Title]** by Louis Romani (the "Beat"), in exchange for a one-time payment ("License Fee") to be determined through private negotiation or offer.

1. License Fee

The Licensee shall make a one-time payment in an amount agreed upon by both parties (the "License Fee") to the Licensors as consideration for the exclusive rights granted under this Agreement. All rights granted herein are conditional upon full and timely payment of the License Fee. This Agreement shall not be deemed valid or enforceable until payment has been received in full by the Licensors.

2. Delivery of the Beat

- a. The Licensors agree to deliver the Beat as high-quality MP3 and WAV audio files, along with the full tracked-out stems, consistent with professional music industry standards.
- b. The Licensors shall make commercially reasonable efforts to deliver the Beat immediately upon receipt of payment. Delivery will be made via email or a secure download link, using the address provided by the Licensee at the time of purchase.

3. Term

The term of this license shall be **perpetual** and shall **not expire**. The Licensee is granted the rights outlined in this Agreement for the full duration of copyright protection under applicable law, unless otherwise terminated due to a breach of the Agreement by the Licensee.

4. Use of the Beat

a. Grant of License

In consideration of the License Fee, the Licensors grant to the Licensee an **exclusive**, non-transferable, and irrevocable license to create one (1) New Song using the Beat. The Licensee may:

- Record original vocals over the Beat
- Modify the Beat's arrangement, tempo, pitch, or length
- Incorporate elements into a custom instrumental composition

The resulting work or derivative composition shall be referred to as the "**New Song**." Upon execution of this Agreement and full payment, **no other artist shall be granted rights to lease or purchase the Beat**, and the Beat shall be permanently removed from public availability.

b. Scope of Use

This license grants **worldwide, unrestricted** usage rights for the New Song, including but not limited to:

- **Distribution**
Unlimited digital or physical sales/downloads of the New Song (e.g., iTunes, Bandcamp, CDs, vinyl, etc.)
Distribution of the Beat in its original form is strictly prohibited.
- **Audio Streaming**
Unlimited monetized and non-monetized streams across all platforms (Spotify, Apple Music, SoundCloud, Tidal, etc.)
- **Music Videos**
Unlimited monetized and non-monetized music videos for the New Song
Unlimited video streams allowed
Videos must not exceed the length of the New Song unless extended arrangements are custom produced.
- **Radio Broadcasting**
Unlimited radio broadcasting rights (terrestrial, satellite, and internet radio)
- **Live Performances**
Unlimited live performances, whether for profit or not-for-profit

c. Royalties

The Licensee shall retain 100% of profits from the sales, performances, and streaming of the New Song. The Licensors shall not receive any royalties or revenue share, **except for publishing royalties**, which are outlined in Section 5.

5. Restrictions on the Use of the Beat

The Licensee expressly agrees and acknowledges that the following uses of the Beat or the New Song are **strictly prohibited**:

- a. The rights granted to Licensee are **NON-TRANSFERABLE**. Licensee may **not assign, sell, transfer, or sublicense** any rights granted under this Agreement to any third party.
- b. Licensee shall **not synchronize** the Beat or New Song with any audiovisual works **except as expressly permitted** in Section 4(b)(iii) of this Agreement (i.e., one (1) authorized music video). This prohibition includes, but is not limited to, use in:

- Television programs
- Commercials
- Films or movies
- Theatrical productions
- Video games

- Any other internet or digital platforms not explicitly authorized in this Agreement
- c. Licensee shall **not license or sublicense** any portion of the Beat or New Song for use as “samples” or any derivative use by third parties.
- d. Licensee shall **not engage in unlawful copying, duplicating, streaming, selling, lending, renting, broadcasting, uploading, or downloading** of the Beat in its original or substantially similar form, including distribution via:
- Peer-to-peer sharing
 - File sharing services
 - Websites or databases
- Licensee may share the Beat file only with individuals directly involved in creating the New Song, such as musicians, engineers, or studio personnel.
- e. Licensee is **expressly prohibited** from **registering the Beat and/or New Song with any content identification systems**, service providers, music distributors, record labels, or digital aggregators (including but not limited to TuneCore, CD Baby, YouTube Content ID, etc.). This measure protects all parties from copyright disputes, as the Beat has already been tagged by the Licensor. Violation of this restriction may result in immediate termination of the license without notice or compensation.
- f. Regarding the underlying composition and master recording of the Beat:
- i. The New Song is acknowledged as a **derivative work** under the United States Copyright Act.
 - ii. There is **no intention to create a joint work** between the Licensor and Licensee.
 - iii. Licensor does not grant any rights to other derivative works created by third-party licensees.

6. Ownership

- a. The **Producer** (Louis Romani) is and shall remain the sole owner and holder of all rights, title, and interest in and to the Beat, including all copyrights in the sound recording and the underlying musical composition(s) created by the Producer. Nothing in this Agreement shall be construed as an assignment or transfer of any ownership rights from Producer to Licensee. The Licensee may **not** register or attempt to register the New Song or the Beat with the U.S. Copyright Office. The exclusive right to register the New Song and the Beat is reserved solely for the Producer.

Licensee agrees to execute and deliver any additional documents reasonably requested by Producer to evidence or enforce Producer’s rights. If Licensee fails to execute such documents within five (5) days of request, Producer is granted power of attorney to execute and record these documents on Licensee’s behalf.

- b. Licensee acknowledges that they do **not** own the master recording or sound recording rights in the New Song. Licensee’s rights are limited to the licensed use of the Beat

under this Agreement and commercial exploitation of the New Song consistent with these terms.

- i. Licensee **does own** the original lyrics and any other original musical elements created solely by Licensee in the New Song.
- c. Regarding publishing rights and ownership of the underlying composition in the New Song, the parties agree as follows:
 - i. Licensee owns and controls **50% of the Writer's Share** of the underlying composition.
 - ii. Producer owns and controls **50% of the Writer's Share** of the underlying composition.
 - iii. Producer owns, controls, and administers **100% of the Publisher's Share** of the underlying composition.
 - iv. If Licensee registers their interest in the underlying composition with a Performing Rights Organization ("PRO"), Licensee must also register the Producer's ownership interest, reflecting Producer's 50% Writer's Share and 100% Publisher's Share, to properly document joint ownership.
- d. Licensee's payment of the License Fee and acceptance of this Agreement electronically constitutes Licensee's acknowledgment, acceptance, and ratification of all terms herein.

7. Mechanical License

If any portion of the New Song contains a musical composition or selection that is written or composed, in whole or in part, by Producer (Louis Romani), or is owned or controlled, directly or indirectly, by Producer or any related entity, such composition shall be deemed a "**Controlled Composition.**"

Producer agrees to grant Licensee mechanical licenses for all Controlled Compositions embodied in the New Song. For sales in the United States and Canada, Licensee shall pay mechanical royalties at **100% of the minimum statutory rate**, with no cap applied to albums or EPs.

For sales outside the United States and Canada, mechanical royalty rates shall be those prevailing in the relevant territory on an industry-wide basis as of the Effective Date of this Agreement.

8. Credit

Licensee is granted the right to use, and to permit others to use, Producer's approved name, likeness, and biographical information solely in connection with the New Song and for purposes of trade and promotion.

Licensee agrees to use best efforts to credit Producer as **"Produced by Louis Romani"** on all formats and configurations embodying the New Song, including but not limited to:

- Compact discs, records, and music videos
- Digital labels
- Cover liner notes
- Album front and/or back covers listing the New Song and credits

Licensee shall carefully review all proofs and materials to ensure the Producer's credit is accurate and shall promptly correct any errors or omissions related to Producer's credit.

If Licensee fails to provide proper credit, Licensee must make reasonable efforts to correct the failure immediately and in all future uses.

9. Licensors's Option

Licensors (Louis Romani) reserves the right, at Licensors's sole discretion, to terminate this License within three (3) years from the Effective Date of this Agreement by providing written notice to Licensee.

If Licensors exercises this termination option, Licensors shall pay Licensee an amount equal to **200% of the License Fee** originally paid by Licensee.

Upon termination, Licensee must immediately:

- Remove the New Song from all digital and physical distribution channels
- Cease all public access to streams and downloads of the New Song

10. Breach by Licensee

a. Licensee shall have **five (5) business days** from receipt of written notice from Producer (Louis Romani) or Producer's authorized representative to cure any alleged breach of this Agreement. Failure to cure the breach within this period will result in Licensee's default and breach of this Agreement, and may lead, at Producer's sole discretion, to termination of Licensee's rights under this Agreement.

b. If Licensee commercially exploits and/or sells the Beat or New Song beyond the scope and limits expressly permitted by this Agreement, Licensee shall be liable to Producer for all

monetary damages equal to any and all monies paid, collected, or received by Licensee or any third party on Licensee's behalf related to such unauthorized use.

c. Licensee acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to Producer, inadequately compensated by monetary damages. Therefore, in the event of breach or threatened breach, Producer may seek injunctive relief, including temporary restraining orders and preliminary injunctions to prevent further violations. This does not limit Producer's right to pursue any other legal or equitable remedies, including recovery of damages. Licensee shall be responsible for all costs and expenses incurred by Producer due to such violations, including court costs, litigation expenses, and reasonable attorneys' fees.

11. Warranties, Representations and Indemnification

a. Licensee acknowledges that Licenser makes no guarantees or promises that the Beat fits Licensee's specific creative or musical purpose. The Beat, including its sound recording and underlying composition, is licensed "as is" without any warranties of any kind, including fitness for a particular purpose.

b. Producer represents and warrants that he has full rights and authority to enter into this Agreement and is not subject to any restrictions prohibiting the grant of rights herein. Producer warrants that the manufacture, sale, distribution, or exploitation of the New Song will not infringe upon or violate any rights—including contractual, copyright, privacy, publicity rights, libel, or slander—of any person or entity. Similarly, Licensee warrants that their manufacture, sale, distribution, or exploitation of the New Song will not infringe or violate such rights.

Notwithstanding the foregoing, Producer disclaims any responsibility for elements added by Licensee to the New Song. Licensee agrees to indemnify and hold Producer harmless from claims arising from such elements.

Producer further warrants that no unauthorized samples were used in the Beat. If samples were used, they have been disclosed to Licensee. Licensee is not obligated to approve such samples, but if approved, Licensee shall bear any related costs, including legal clearances. If Producer fails to disclose use of samples, Licensee assumes liability for any infringement claims related to those samples.

c. Both parties agree to indemnify and hold each other harmless from any third-party claims, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising from any breach of warranties or representations by the other party. The non-defaulting party shall provide prompt written notice of any claims and allow the defaulting party to participate in the defense with counsel of their choice at their sole expense.

Under no circumstances shall Licensee be entitled to seek injunctive or equitable relief for any breach or non-compliance with this Agreement.

12. Miscellaneous

This Agreement constitutes the entire understanding between the parties and represents the final and complete expression of their agreement. It may not be altered, modified, amended, or waived, in whole or in part, except by a written instrument (email being sufficient) signed by both parties. This Agreement supersedes all prior agreements, whether oral or written, between the parties.

If any provision of this Agreement is found to be void, invalid, or unenforceable, such finding shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect as if the void, invalid, or unenforceable provision had not been included.

No failure by Licensor to perform any obligation hereunder shall be deemed a material breach unless Licensee provides written notice of such failure and Licensor fails to cure it within thirty (30) days after receipt of such notice. If the breach is not reasonably curable within thirty (30) days, Licensor must commence curing within the period and proceed with reasonable diligence to complete the cure.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties agree that exclusive jurisdiction and venue for any disputes arising under or relating to this Agreement shall be in the state or federal courts located in the State and County of New York.

Licensee acknowledges that it shall not be entitled to any payments relating to the Master(s) except as specifically set forth herein.

All notices under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested (prepaid), to the addresses set forth herein or to such other addresses as either party may designate in writing. Notices shall be deemed given when received. Notices sent by regular mail shall be deemed received five (5) business days after mailing; notices sent by expedited delivery service shall be deemed received two (2) business days after dispatch. A copy of all notices shall also be sent to Producer.

Licensee acknowledges that it has read this Agreement and has been advised of the importance of seeking independent legal counsel. Licensee further acknowledges it has had the unrestricted opportunity to obtain such counsel. If Licensee chooses not to retain an attorney or waives this right, Licensee warrants and represents that it will not use such failure or waiver as a basis to avoid or invalidate this Agreement or any obligations contained herein.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signed copy transmitted by facsimile or scanned and sent by email shall be treated as an original and binding upon the party whose signature it bears.

If Licensee does not physically sign this Agreement, Licensee's review of the terms and conditions and payment of the License Fee shall constitute acceptance and agreement to be bound by its terms.