

WAV STEMS

PRO ULTIMATE
AGREEMENT

MUSIC LICENSE AGREEMENT





Terms and Conditions
“PRO Ultimate License”

This **PRO Ultimate** license agreement is made on
Monday, June 14, 2021 ("Effective Date")

by and between:

John Doe -----

Address

also professionally known as John Doe Music
(hereinafter referred to as the "**Licensee**")

and

K.A. Gosudarski -----

Address

owner of RapBeatsCity.com online service
(hereinafter referred to as the "**Licensor**")

Licensor warrants that it controls the mechanical rights in and to the
copyrighted musical works entitled:

TRACK TITLES (with PRS Codes)

(“Beat”, “Composition”)

as of and prior to the date first written above.

The Beat(s), including the music thereof, was composed by **K.A.Gosudarski**
(a.k.a. '**Gosu**') (hereinafter referred to as the "**Author**")

1. License Fee.

For and in consideration of the agreements set forth in this Agreement, Licensee agrees to pay Licensors the amount of **PRICE: £_____**. **All licenses are non-refundable and non-transferable.** The License Fee is a one-time payment for the rights granted to Licensee and this Agreement is not valid until the License Fee has been paid and is deposited on Licensors account.

- Due to the nature of digital products, once purchased, **returns/exchanges will not be accepted** on downloadable products. Any purchase is firm and final.

2. Master Recording.

In consideration for Licensee's payment for the License Fee, The Licensors 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 ("**New Song**") Licensee **may create the New Song** by recording his/her written lyrics over the Composition.

3. Profitable Distribution.

Buyer has the right to perform, record, reproduce, distribute, stream, and sell the New Song worldwide, royalty free. These rights are subject only to the limits described below.

- Licensee shall be permitted to distribute **unlimited non-profit internet downloads**. Non-Profit live Performances and Non-Commercial Broadcasts have no limit.
- Licensee can **earn up to fifty thousand** Great British Pounds (**£50,000 GBP**) in **mechanical royalties**.
- **Distribution:** Buyer may distribute a maximum of **fifty thousand (50,000) units** of the New Song combining hard copies, digital copies, and digital downloads, including all units provided free and for non-profit use.
- **Streaming:** Buyer is authorized **five-hundred thousand (500,000) cumulative monetized audio streams** of the New Song on Spotify, Pandora, Apple Music and similar distribution services.

4. Performances & Royalties.

- **Synchronization Rights:** The Licensors hereby grants limited synchronization rights for **one (1) music video** streamed online (YouTube, Vimeo, etc..) for up to **one million (1,000,000,000) monetized video streams** on all total sites.
- **Broadcast Rights:** Licensee hereby has the right to Perform the Master Recording Commercially **and earn up unlimited amount in paid performances**. Licensee can broadcast via **unlimited radio stations**.
 - A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game. Synchronization of the Master Recording into any moving Visuals; TV, Film, and Games is prohibited.
 - Unlimited Free downloads and YouTube uploads with pictures is allowed.
- **Live Performances:** Licensee is **allowed** to perform with the Beat **on paid live performances**.
- **YouTube / Web Earning** and Monetization of the Master Recording is allowed up to **one million (1,000,000,000) cumulative views** on all sites.

5. Credit.

Licensee shall acknowledge the original authorship of the Beat appropriately and reasonably in all media and performance formats under the name “**Gosu**” in writing where possible (e.g. YouTube title/description, Spotify credits, etc.) and vocally otherwise. Producer’s credit must always be displayed in all written information regarding the song(s). Such credit shall be in substantial form: “**Prod. by Gosu**”

6. Registering the New Song with your PRO.

In the event that Licensee wishes to register his/her interests and rights to the underlying composition of the New Song with their Performing Rights Organization (“PRO”), Licensee must simultaneously identify and register the Licensor’s / Producer’s share and ownership interest in the composition to indicate that Licensor wrote and owns 50% of the composition in the New Song and as the owner of 50% of the Publisher’s share of the New Song.

- **PRO:** PRS (United Kingdom)
- **NAME:** K.A.Gosudarski
- **MEMBERSHIP NUMBER (CAE / IPI)** 378568302

7. Ownership.

Licensee has the right to own their Master Recording with the "(P)" (Sound Recording Copyright). The Licensor "Gosu" maintains 100% full rights "(C)" Copyright and Ownership) of the Beat/Composition only, and can continue to sell it non-exclusively and/or exclusively.

- The Licensee has neither the right nor authority to sell or license the Beat/Composition whether in whole or part to any other party, nor claim the instrumental as their own creation. Licensee is **not allowed to modify the arrangement**, add new instrumentation, change length, tempo, or pitch of the Composition in preparation of the New Song for public release

8. Term.

This License is granted for **entire lifetime of Licensee.**

9. Governing Law.

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

All licenses are non-refundable and non-transferable

By signing this contract you automatically agree to the terms stated above and gain non-exclusive rights to the instrumental. After payment, this contract is final.

Enjoy the beat(s)

.....
Licensor Signature

.....
Licensee Signature