

Trackout License Terms

This License Agreement is made on %ORDER_DATE% ("Effective Date") by and between %CLIENT_NAME% ("Licensee") and D Dilla Productions Inc. ("Licensor"). Licensor warrants that it controls the mechanical rights in and to the musical work named "%BEAT_NAME%" ("Composition") being licensed to the Licensee as of and prior to the Effective Date. The Composition, including the music thereof, was composed by **D Dilla Productions Inc.** ("Songwriter") managed under the Licensor.

The Licensee and Licensor have agreed to the following terms:

Master Use

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

Mechanical Rights

The Licensor hereby grants to Licensee a non-exclusive license to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disks, digital downloads, other miscellaneous audio, and digital recordings, and any lifts and versions thereof (collectively, the "Recordings", and individually, a "Recordings") worldwide for up to the pressing or selling a total of **Ten Thousand (10000)** copies of such Recordings or any combination of such Recordings, condition upon the payment to the Licensor a sum of **Two Hundred Dollars (\$200)**, receipt of which is confirmed.

Streaming Distribution

The Licensor hereby grants to the Licensee a non-exclusive license to distribute the Master Recording on all streaming platforms such as (Spotify, Apple Music, Tidal, etc.) This license allows for a collective amount of up to **One Million (1,000,000)** monetized audio streams on all streaming platforms.

Mechanical Royalties

The Licensee is entitled to keep **One Hundred (100%)** of all royalties that are generated from record sales of the Master Recording on digital retailers (such as iTunes), through physical sales (such as Compact Disks), and on online streaming services (such as Spotify, Tidal, etc.)

***The Licensee is required to contact **D Dilla Productions Inc.** for a license upgrade once the record sales or streaming limit is reached.*

Performance Rights

The Licensor hereby grants to the Licensee a non-exclusive license to use the Master Recording in **Unlimited** for-profit performances, shows, or concerts.

Synchronization Rights

The Licensor hereby grants limited synchronization rights for **One (1)** music video streamed online (YouTube, Vimeo, etc.) for up to **1,000,000 monetized** video streams on all total sites. YouTube monetization is permitted, however, the YouTube link must be submitted beforehand to the Licensor in order for the monetization request to be initialized with YouTube.

Synchronization licenses must be pre-approved by the Licensor before the distribution to Television, Film, Video Games, or other Synchronous projects.

Broadcast Rights

The Licensor hereby grants to the Licensee a non-exclusive license to broadcast or air the Master Recording on **Unlimited** radio stations or through **Unlimited** station channels, respectively.

Ownership

The Licensor maintains 100% full rights (copyright, publishing, and ownership) of the Composition, and can continue to sell it non-exclusively and/or exclusively. The Licensee has neither the right nor authority to sell or license the rights to the Composition whether in whole or part to any other party. In the event another party purchases exclusive rights to the Composition from the Licensor, the Licensee will retain non-exclusive rights under the limitations listed in this agreement until these terms have been fulfilled.

Credit

The Licensee agrees to ensure that the Licensor is credited on the metadata and packaging or promotion of the Master Recording as follows "**(Produced by D Dilla Productions Inc.)**" Where a project is commercially released and registered with a Performing Rights Organization ("PRO"), the Licensee must simultaneously identify and register the Licensor's share and ownership interest in the Master Recording to indicate that the Licensor wrote and owns 50% of the Writer's Share in the Master Recording, and 50% of the Publisher's Share of the Master Recording.

Consideration

In consideration of the rights granted under this agreement, the Licensee shall pay to the Licensor the sum of **(\$200)** US dollars and other good and valuable consideration, payable to "**D Dilla Productions Inc.**", 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 an 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 monies have not been paid subject to actionable infringements under applicable law, including, without limitation, the Canadian Copyright Act, as amended.

Term

Executed by the Licensor and the Licensee, this License agreement is to be effective for all purposes as of the Effective Date for a period of two (2) years. In the event that an exclusive license is sold by the Licensor to the Composition, the terms of this agreement shall be upheld.

Indemnification

Accordingly, the Licensee agrees to indemnify and hold the Licensor harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorney's fees, arising from or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

Miscellaneous

This license is non-transferable and is limited to the Composition specified above, does not convey or grant any right of public performance for profit, constitutes the entire agreement between the Licensor and the Licensee relating to the Composition, and shall be binding upon both the Licensor and the Licensee and their respective successors, assigns, and legal representatives.

Governing Law

This License is governed by and shall be construed under the laws of the Licensor's resident country, without regard to the conflicts of laws and principles thereof.