



Unlimited Lease Agreement

This License agreement is made on the date of purchase (“Effective Date”) by and between CLIENT NAME HERE (“Licensee”) and Richard Uddyback Jr. (“Licensor”). Licensor warrants that it controls the mechanical rights in and to the musical work named "BEAT NAME" (“Composition”) being sold to Licensee as of and prior to the Effective Date. The Beat, including the music thereof, was composed by Richard Uddyback Jr., who is professionally known as R.U. Music.

The Licensee and Licensor have agreed to the following terms:

1) Master Use

The Licensor hereby grants to Licensee a non-exclusive License to record vocal synchronization to the composition partly or in its entirety and substantially in its original form for the specific use of manufacturing, distributing and selling records embodying the composition. The Licensor also grants the right to use the name of the producer (R.U. Music) in connection with the advertising, publicizing or sale of records manufactured, distributed and sold. Licensee shall not have the right to alter, adapt, change or remix the composition or music without producer's written approval, except length changes (adding additional bars to a verse, cutting/adding a verse/hook etc.). Any rights not specifically granted and set forth in this license are hereby reserved by the producer.

2) 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 and until these terms have been fulfilled.

3) 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, internet downloads, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, “Recordings”) worldwide for up to the pressing or selling an

unlimited number of copies of such Recordings or any combination of such Recordings. Additionally, Licensor shall be permitted to distribute unlimited internet downloads for non-profit and non-commercial use.

4) Publishing and Royalties

The Licensor shall retain 100% of Publishing for this Non-Exclusive license. The Licensee is entitled to keep 100% of all royalties that are generated from 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).

5) 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: BMI

Name: Richard Uddyback Jr.

IPI No: 01147568434

6) Streaming

Licensee shall be permitted to distribute unlimited free internet downloads or streams for non-profit and non-commercial use. This license allows unlimited monetized audio streams on platforms such as Spotify, Tidal, Apple Music, ect. This license grants licensee permission to monetize on YouTube.

7) Performance Rights

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in unlimited paid performances and unlimited non-profit performances, shows, or concerts.

8) Synchronization Rights

The Licensor hereby grants limited synchronization rights for One (1) music video streamed online (Youtube, Vimeo, etc..) for unlimited (monetized) video streams on all total sites. A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.

9) Broadcasting

The Licensee is allowed to broadcast the New Song on an unlimited number of radio stations.

10) Credit

Licensee shall give producer appropriate production and song writing credit on all compact discs, record and cassette labels or any other record configuration manufactured which is now known or created in the future that embodies the composition created hereunder and on all cover liner notes. Such credit shall be in substantial form:

"Produced by R.U. Music"

11) Sampling

Licensor warrants that he did not "sample" (as that term is commonly understood in the recording industry) any copyrighted material or sound recordings belonging to any other person, firm, or corporation (hereinafter referred to as "Owner") without first having notified Licensee. Licensee shall have no obligation to approve the use of any sample thereof; however, if approved, any payment in connection therewith, including any associated legal clearance costs, shall be borne by Licensee. Knowledge by Licensee that "samples" were used by Licensor which were not affirmatively disclosed by Licensor to Licensee shall shift, in whole or in part, the liability for infringement or violation of the rights of any third party arising from the use of any such "sample" from Licensor to Licensee.

12) Compensation

The Licensee shall pay the producer \$100 for the rights granted in this agreement. The payment for this License is **non-refundable** under any circumstances. If the licensee fails to account to the licensor, timely and complete the payments provided for hereunder, the licensor shall have the right to terminate this 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 and actionable as infringements under applicable law. The Licensee shall provide the Producer with a copy of the completed record within thirty (30) days after manufacture of any record embodying the masters via email to richard@rumusicstore.com

13) 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 three (3) years. In the event that an exclusive license is sold by Licensor to the Composition, the terms of this agreement shall be upheld.

14) Indemnification

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

15) Miscellaneous

This License is non-transferable and is limited to the Composition specified, constitutes the entire agreement between the Licensor and the Licensee relating to the Composition, and shall be binding

upon both Licensor and Licensee and their respective successors, assigns, and legal representatives.

16) Restrictions

All sounds, drums and vocals included are the property of the licensor and cannot be used for any purpose other than as described in this agreement. The audio content cannot be used to create any of the following derivative works: instrumentals for sale, loop packs, vst instruments, nor any other competitive product. The audio content cannot be shared with anyone unless they are directly involved in the Master recording (audio engineer, featured artist, musician, etc.). Any Master recording that is found in violation of these restrictions may be subject to termination of its commercial rights without refund. In addition, the Master recording may be subject to removal from all third party distributors with the assistance of copyright infringement enforcers. Any loss incurred with such removal is not the responsibility of the Licensor. If the licensee is unsure of the details of the commercial rights, the licensee must contact the licensor for assistance in clarifying any of these restrictions.

17) 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.

By receiving this contract via email, you automatically agree to the terms stated above and gain non-exclusive rights to the Instrumental.