

# GOLD LICENSE AGREEMENT

This Gold License Agreement (the “GLA” or this “Agreement”), issued by License Lounge, LLC (“LL”) through its website <https://www.license lounge.com> and online content licensing platform (the “Platform”), having been made on and effective as of **[[date]]**, by and between (1) **[[producer\_real\_name]]** p/k/a **[[producer\_name]]** (the “Producer”); and (2) **[[customer\_name]]**, residing at **[[customer\_address]]** (“You”, “Your” or “Licensee”), sets forth the terms and conditions of the Licensee’s use, and the rights granted to Licensee in the Producer’s instrumental music file entitled **[[track\_name]]** (the “Beat”).

The rights granted to Licensee herein by Producer are in consideration for Licensee’s one-time payment in the amount of \$34.99 (the “License Fee”).

This Agreement is issued solely in connection with and for Licensee’s use of the Beat pursuant and subject to all terms and conditions set forth herein.

## 1. ROLE OF LICENSE LOUNGE:

(a) **Non-Party:** Producer and Licensee hereby acknowledge and agree that: (i) License Lounge is **not a party** to this Agreement or any other license or agreement between Producer and Licensee in connection with this Beat, a different “beat”, a sound kit or otherwise; (ii) License Lounge is not responsible for the performance, or failure to perform, of the Producer and/or Licensee as required by the terms of this Agreement; and (iii) License Lounge is not and shall not be deemed a partner, joint venturer or employment agent of or with the Licensee and/or the Producer by virtue of their use of the Website, Platform, the express terms of this Agreement or otherwise.

(b) **Voluntary Use of the LL Platform:** Producer and Licensee hereby acknowledge and agree that they have each voluntarily elected to (i) enter into this Agreement with each other in connection with the Beat; (ii) use the Platform which they know

to be owned and operated by LL; (iii) utilize the services of LL in connection with this transaction, as provided for herein and through the Platform; and (iv) be bound by LL's Terms and Conditions of Use of the Platform.

**(c) LL's Services:** Producer and Licensee hereby acknowledge and agree that they have requested and authorized LL to provide and/or perform the following services in connection with this transaction, Agreement and the Beat: (i) to issue and deliver this Agreement to the parties; (ii) to collect payment of the License Fee from the Licensee; (iii) to disburse the License Fee as agreed to by the Producer; (iv) to deliver the Beat in the manner set forth below; (v) to maintain records of this transaction and Agreement; (vi) to monitor compliance with the terms of this Agreement and (vii) if applicable, to administer the Producer's rights in the New Song subject to the terms of the Content Administration Agreement.

## **2. PAYMENT OF LICENSE FEE:**

Payment of the License Fee shall be made by the Licensee to on the date of this Agreement. Licensee shall make payment to LL on behalf of Producer and as the parties authorized intermediary for the license of the Beat, through the Platform. All rights granted to Licensee by Producer in the Beat are conditional upon Licensee's timely payment of the License Fee. 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.

## **3. METHOD OF DELIVERY & FORMAT:**

**(a) Agreement:** LL shall deliver this Agreement in PDF file format via electronic mail to the most recent address it has been provided by the parties. A copy of this Agreement will be maintained by LL on its' servers.

**(b) Beat File(s):** Licensor agrees to deliver by and through the Platform, and Licensee agrees to receive, the Beat in an **UNTAGGED HIGH QUALITY MP3 FILE**, as such terms are commonly understood in the music industry.

(c) **Delivery Method:** LL shall use commercially reasonable efforts to deliver the Beat to Licensee immediately after payment of the License Fee is made. Licensee will receive the Beat via email, to the address Licensee provided to LL. The email will contain an active hyperlink which shall provide the Licensee with access to the Beat and allow the Beat file to be downloaded and saved by the Licensee. If delivery of the Beat cannot be made through the hyperlink or the file is corrupted, License Lounge will deliver the Beat file using alternative methods, including but not limited to sending a new email to Licensee with the Beat file attached to it. License Lounge is not responsible for any delay to the delivery of the Beat which is due to an incorrect or deleted email address provided by the Licensee.

#### **4. CREATION OF A NEW SONG/BEAT:**

In consideration for Licensee's payment of the License Fee, the Producer hereby grants Licensee a limited **non-exclusive, nontransferable** license and the right to incorporate, include and/or use the BEAT in the preparation of ONE (1) new song or to incorporate the Beat into a new piece of instrumental music created by the Licensee. Licensee may create the new song or new instrumental music by recording his/her written lyrics over the Beat and/or by incorporating portions/samples of the Beat into pre-existing instrumental music written, produced and/or owned by Licensee. The new song or piece of instrumental music created by the Licensee which incorporates some or the entire Beat shall be referred to as the "New Song". Permission is granted to Licensee to modify the arrangement, length, tempo, or pitch of the Beat in preparation of the New Song for public release.

#### **5. GOLD LICENSE – USE OF NEW SONG:**

This **GOLD LICENSE** grants Licensee a worldwide, perpetual non-exclusive license to use the Beat as incorporated in the New Song in the manners and for the purposes expressly provided for herein, subject to the SALE restrictions, limitations and prohibited uses stated in paragraph 7 of this Agreement. Licensee acknowledges and agrees that any and all rights granted to Licensee in the Beat pursuant to this Agreement are on a NON-EXCLUSIVE basis and Producer shall continue to license the Beat upon the same or similar terms and conditions as this Agreement. The Licensee may use the New Song:

**(a) For Promotion of Your Career:** The New Song may be used for any promotional purposes, including but not limited to as a demo track, its release in single format and/or included in a mixtape or free compilation of music bundled together (EP or ALBUM) for permanent digital download in MP3 format, digital streaming and/or in physical format, including compact disc;

**(b) For Public Performance:** Licensee may perform the song publicly including but not limited to at a live performance (i.e. concert, festival, nightclub etc.), on terrestrial or satellite radio and/or on the internet via third party streaming services (Spotify, YouTube, iTunes Radio etc.);

**(c) For One (1) Music Video:** The Licensee may use the New Song in synchronization with one (1) audiovisual work no longer than six (6) minutes in length (a "Music Video"). The Music Video may be broadcast on any television network and/or uploaded to the internet for digital streaming and/or **free download** by the public including but not limited to on YouTube and/or Vevo. Producer grants no other synchronization rights to Licensee;

**(d) For Sale:** The Licensee may make the New Song available for sale in physical and/or digital form and sell up to an equivalent of ONE THOUSAND (1,000) copies of the New Song (the "Sale Amount"). The New Song may be available for sale as a single and/or included in a compilation of other songs bundled together by Licensee as an EP or a full length Album. The New Song may be sold via digital retailers for permanent digital download in MP3 format and/or physical format, including compact disc and vinyl records. The Sale Amount shall be determined by the total number of all Singles and/or any EP or Album which includes/contains the New Song. For clarity and avoidance of doubt, the Licensee does NOT have the right to sell the Beat in the form that it was delivered to Licensee. The Licensee must create a New Song (or instrumental as detailed above) for its rights under this provision to vest. Any sale of the Beat in its original form by Licensee shall be a material breach of this Agreement and the Licensee shall be liable to the Licensor for damages as provided hereunder.

**(e) Reservation of Rights: ANY AND ALL RIGHTS NOT GRANTED TO LICENSEE IN THIS AGREEMENT ARE HEREBY EXPRESSLY RESERVED BY/FOR PRODUCER.**

## **6. ROYALTY FREE USE OF BEAT:**

Producer acknowledges that payment of the License Fee shall be its sole remuneration for the rights granted to Licensee in the Beat. Subject to the Licensee's compliance with the terms and conditions of this GLA, Licensee shall not be required to account or pay to Producer any royalties, fees or monies paid to or collected by the Licensee, or which would otherwise be payable to Producer in connection with the use/exploitation of the New Song as set forth in Paragraph 5(a) –(d) for (i) the sale of the first 1,000 Units/copies of a New Song; (ii) any other income paid to Licensee derived from any of the permitted uses of the Beat. Licensee shall not be obligated to make payment to Producer of any producer royalties, mechanical royalties or public performance royalties in connection with the New Song (subject to Producers right to collect the publisher's share of the composition embodied in the New Song directly from third party collection societies, not Licensee). Producer shall not be entitled to the advertising revenue and income actually paid to Licensee from an authorized Music Video featuring the New Song (i.e. Licensee's YouTube Channel).

Upon the sale by Licensee of the SALE AMOUNT of the New Song pursuant to Paragraph 5(d), the Licensee must notify and contact LL through email and request a **LICENSE UPGRADE: THE LICENSEE MUST UPGRADE THEIR LICENSE TO INCREASE THE TOTAL AUTHORIZED "SALE AMOUNT" OF THE NEW SONG WITHIN THIRTY (30) DAYS OF EXCEEDING THE TOTAL "SALE AMOUNT" WITHOUT PENALTIES. FAILURE TO OBTAIN ADDITIONAL RIGHTS TO SELL THE NEW SONG IS A BREACH OF THIS AGREEMENT.** For clarity, streams and views of the New Song online do not count as a Sale of the New Song. Contact License Lounge for any questions and/or clarifications regarding the Sale Amount.

## **7. RESTRICTIONS ON LICENSEE'S USE OF BEAT/NEW SONG:**

Licensee hereby agrees and acknowledges that it is expressly prohibited from taking any action(s) and from engaging in any use of the Beat or New Song in the manners, or for the purposes, set forth below:

**(a) Non-Transferable:** The rights granted to Licensee are NON-TRANSFERABLE and Licensee may not transfer or assign any of its rights hereunder to any third

party. **ONLY** the Licensee can use the Beat for the purposes intended in this Agreement;

**(b) No File Sharing or Dissemination:** Licensee shall not engage in any unlawful copying, streaming, duplicating, selling, lending, renting, hiring, broadcasting, uploading or downloading to any database, news groups, servers, computers, peer to peer sharing or other file sharing services, posting on websites or distribution of the Beat in the form, or a substantially similar form, as delivered to Licensee. Licensee may send the Beat file to any individual musician, engineer, studio manager or other person who is working on the New Song;

**(c) No Sync Licensing:** Licensee **shall not** synchronize, or permit third parties to synchronize, the Beat or New Song with any audiovisual works EXCEPT as expressly provided for and pursuant to Paragraph 5(c) of this Agreement for use with/in one (1) Music Video (a use intended in this Agreement). This restriction includes but not limited to use of the Beat and/or New Song with/in/on television, commercials, film/movies, theatrical works, video games and in any other form on the Internet which is not expressly permitted herein.

**(d) One New Song/Instrumental:** Licensee shall not use the Beat, or any portion thereof, in/for more than one (1) New Song or piece of instrumental music or new beat;

**(e) Other Manners/Purposes:** Licensee shall not use the Beat in any manner and for any purposes that are not expressly provided for herein.

**(f) No Content or UGC Identification of Beat or New Song: THE LICENSEE IS EXPRESSLY PROHIBITED FROM REGISTERING THE BEAT AND/OR NEW SONG WITH ANY CONTENT IDENTIFICATION SYSTEM, SERVICE PROVIDER, MUSIC DISTRIBUTOR, RECORD LABEL OR DIGITAL AGGREGATOR (examples: TuneCore, Songcast, CD Baby, BBTV and any other provider of Content and UGC identification services).** The purpose of this restriction is to prevent You from receiving a copyright infringement take-down notice from a third party who also received a NON-EXCLUSIVE LICENSE to use the BEAT in a NEW SONG. The BEAT has already been tagged for Content ID by Producer to protect all interested parties in the New Song. Therefore, if you do receive a notice of copyright claim in connection with the New Song from LL's authorized administrators; we will provide you with a password which will ensure that the New Song or Music Video is not taken down. If

you do NOT adhere to this policy, you are in violation of the terms of this License and may not be able to use the Beat and/or New Song for as intended and provided for in this license. There is more information about this issue on [www.license lounge.com](http://www.license lounge.com).

## 8. OWNERSHIP OF THE BEAT AND NEW SONG:

The purpose of this provision is to clearly explain and set forth the right of each party in the Beat and New Song and to ensure that each party hereto is protected, whether the New Song is used for promotional purposes or if the New Song becomes a commercial success.

**(a) The Beat:** The Producer is and shall remain the sole owner and holder of all right, title and interest in the Beat, including all copyrights to and in the Sound Recording and the underlying Music and Composition written and composed by Producer. Nothing contained herein shall constitute an assignment by Producer to Licensee of any of the foregoing rights. **Licensee may not submit the Beat to the Library of Congress for the purpose of obtaining a copyright registration and/or certificate of copyright.**

**(b) New Song:** There are two sets of rights in the New Song: (1) the rights in the master/sound recording; and (2) the rights in the underlying publishing/composition (written lyrics and music). Each set of rights shall be owned and controlled by the parties as set forth in the provisions below:

- (i) **Master Rights (New Song):** Because this is a non-exclusive license, YOU DO NOT OWN the MASTER/SOUND RECORDING rights in the NEW SONG. You have been licensed the right to use the Beat in the New Song and commercially exploit the New Song based on the terms and conditions set forth herein. If You want to own the New Song, you must contact LL and request a Diamond License.
- (ii) **Publishing Rights (Generally):** YOU do own the lyrics or other original musical components of the New Song that were written or composed by You. Generally,

the writers of lyrics and/or music collectively own 100% of the underlying composition embodied in a master sound recording (the final version of the song including all music and lyrics is the master). The rights are often called or referred to as the publishing rights. There are two types of rights in the composition, each making up half or 50% of the total interest in the composition. 50% of the composition is the so called **"WRITER'S SHARE"** and the other half of rights (50%) are the so called **"PUBLISHER'S SHARE"**. A person who owns all (or 100%) of the **PUBLISHER'S SHARE** and none (0%) of the **WRITER'S SHARE** still only owns 50% of the entire composition. The same concept applies where a person owns all (100%) of the **WRITERS SHARE** and none (0%) of the **PUBLISHER'S SHARE**.

**(iii) Ownership of Publishing in the New Song:** With respect to the publishing rights and ownership of the underlying composition embodied in the **NEW SONG**, the Licensee and the Producer hereby acknowledge and agree that the underlying composition shall be owned/split between them as follows:

- **YOU OWN FIFTY (50%) PERCENT:** You, the Licensee, shall own, control and administer 100% of the **WRITER'S SHARE** in and to the underlying composition of the NEW SONG. Your share, or "split", of the publishing in the New Song is Fifty (50%) Percent and you are entitled to 50% of the income generated by the composition of the New Song. You are legally entitled to register your interest and collect all income generated and payable by the **WRITER'S SHARE** of the New Song.
- **PRODUCER OWNS FIFTY (50%) PERCENT:** PRODUCER, shall own, control and administer 100% of the **PUBLISHER'S SHARE** in and to the underlying composition of the NEW SONG. Producer's overall share, or "split", of the publishing rights in and to the New Song shall be Fifty (50%) Percent. Producer shall be entitled to collect, receive or be paid 50% of the income generated by the composition embodied in the New Song if and when provided for pursuant to the terms of this GLA. Producer is legally entitled to register its' interest and collect all income generated and payable by the **PUBLISHER'S SHARE** of the New Song.

**(iv) Copyright Registration:** Licensee **may NOT** submit the Beat, the New Song or Music Video containing the New Song, to the Library of Congress for the purpose of obtaining an SR, PA or VA copyright registration and/or certificate of copyright, independently or collectively. Notwithstanding and subject to the foregoing restrictions, the Licensee may submit only the lyrics which are



embodied in the New Song and which have been written to and recorded over the Beat for a Performing Arts Registration (FORM PA) with the Library of Congress. Licensee acknowledges and agrees that nothing contained herein shall create any rights, claim, title or interest in the Beat, other than as expressly set forth herein.

**(v) Performing Rights Organizations:** Licensee may register his/her interests and rights to the underlying composition of the New Song (100% of the **WRITER'S SHARE** - 50% overall ownership) with their Performing Rights Organization ("PROs") (ASCAP, SESAC or BMI,). Upon registration with Your PRO, Licensee must simultaneously identify and register the Producer's share and ownership interest in the composition to indicate that Producer wrote and owns 50% of the composition in the New Song. Where applicable, Licensee may identify Producer as the owner of 100% of the Publisher's share of the New Song.

## **9. PRODUCER CREDIT:**

Licensee must provide credit to Producer wherever the New Song or Music Video for the New Song is released and available to public, as the sole and only producer as follows: **Produced by [[producer\_name]]**

## **10. UNAUTHORIZED USE OF BEAT AND/OR NEW SONG:**

**(a) Breach:** Licensee shall have five (5) business days from its receipt of written notice by Producer and/or Producer's authorized representative (including but not limited to License Lounge as it relates to the Beat and this Agreement), to cure any alleged breach of this Agreement by Licensee. Licensee's failure to cure the alleged breach in the time provided shall result in Licensee's default of its obligations, its breach of this Agreement and at Producer's sole discretion, the termination of Licensee's rights hereunder.

**(b) Monetary Damages:** If Licensee engages in the commercial exploitation and/or sale of the Beat or New Song outside of the manner and amount expressly provided for in this Agreement, Licensee shall be liable to Producer for monetary damages in an amount equal to any and all monies paid, collected by or received by Licensee, or any third party on its behalf, in connection with such unauthorized

commercial exploitation of the Beat and/or New Song. Notwithstanding and subject to Licensor's right to seek any amounts due and/or owed to it pursuant to this Paragraph 10, Licensee agrees to pay to Producer as liquidated damages an amount equal to \$1.00 for each copy of the Beat and/or New Song Licensee sells to any third party as a permanent download, physical sale, or any method through which Licensee derives income or makes a sale of the New Song. By way of example, if Licensee has permission and authority to sell One Thousand (1,000) downloads of the New Song, if Licensee sells a total of Two Thousand downloads of the New Song, Licensee shall be liable to Producer in the amount of One Thousand (\$1,000.00) Dollars, which shall be payable to Producer upon demand to Licensee. Nothing contained herein shall prevent or prohibit Producer from enforcing all of its rights and remedies at law.

**(c) Injunctive Relief:** Licensee recognizes and agrees that a breach or threatened breach of this Agreement by Licensee gives rise to irreparable injury to Producer, which may not be adequately compensated by damages. Accordingly, in the event of a breach or threatened breach by the Licensee of the provisions of this Agreement, Producer may seek and shall be entitled to a temporary restraining order and preliminary injunction restraining the Licensee from violating the provisions of this Agreement. Nothing herein shall prohibit Producer from pursuing any other available legal or equitable remedy from such breach or threatened breach, including but not limited to the recovery of damages from the Licensee. The Licensee shall be responsible for all costs, expenses or damages that Producer incurs as a result of any violation by the Licensee of any provision of this Agreement. Licensee's obligation shall include court costs, litigation expenses, and reasonable attorneys' fees.

## **11. WARRANTIES, REPRESENTATIONS AND LIMITATIONS OF LIABILITY:**

**(a) Authority of Producer:** Except as otherwise set forth below, License Lounge has not made any warranty or representation to the Licensee that the Producer is authorized to enter this Agreement. Notwithstanding and subject to the foregoing, as a pre-condition to uploading the Beat to the Platform and making it available for licensing, the Producer has represented to License Lounge that it is the lawful owner of the Beat, and has all rights necessary to enter into this Agreement. License Lounge has relied upon the foregoing representations made by Producer as a materially inducement to acting as the parties' intermediary for this transaction.

**(b) Beat Delivered “as is”:** Licensee hereby agrees that License Lounge has not made any guarantees or promises that the Beat fits the particular creative use or musical purpose intended or desired by the Licensee. The Beat, its sound recording and composition embodied therein, are licensed to the Licensee ‘as is’ without warranties of any kind or fitness for a particular purpose.

**(c) Limitation of LL’s Liability:** The Producer and Licensee hereby acknowledge and agree that License Lounge’s liability, if any, to the Producer and/or Licensee arising from License Lounge’s negligence, gross negligence, or intentional conduct in connection with its role and/or rights as the parties’ intermediary to this transaction or the services LL has been authorized to perform by the Producer and/or Licensee, are limited solely to the amount of monies it has actually been paid (received or collected) pursuant to the terms of this Agreement, specifically the amount of the Licensee Fee and the royalties paid to LL in connection with the Publisher’s Share of the New Song, if applicable. License Lounge shall not be liable for any actual damages, consequential, compensatory, punitive or statutory damages.

**(d) Waiver and Indemnification:** As a material inducement to License Lounge’s performance of the services detailed above, facilitating this transaction and issuing this license agreement for the Beat, the Producer and Licensee hereby acknowledge and agree that other than as expressly provided for in Paragraph 11(c), License Lounge shall not be liable or responsible to the Producer and/or Licensee for any damages they have sustained and/or which arise from (i) the direct, indirect or consequential loss of their income or business arising from the Licensee’s use of, or inability to use, the Beat regardless of the nature of such use; and/or (ii) the infringement of another’s copyright resulting from the use of the Beat or any portion(s) thereof and/or the New Song in its entirety or any composition or piece of music written, produced or created by Licensee which includes or embodies any of the Beat.

## **12. NOTICES:**

A copy of any and all notices may be sent to Licensee to the e-mail address provided to LL by Licensee at the time of purchase. All notices by Licensee to Producer, which refer or relate to this Agreement, shall be first sent to License Lounge at [info@licenselounge.com](mailto:info@licenselounge.com). License Lounge will promptly forward a true

and accurate copy of any notice it receives to the party which it was addressed to at the email and/or physical address that it has on file. LL will use its best efforts and act in good faith to resolve any disputes by and between Licensee and Producer.

### **13. ENTIRE AGREEMENT:**

This Agreement contains the entire understanding of the parties relating to its subject matter and the Beat. No change or termination of this agreement will be binding unless it is made by an instrument signed (electronically or by hand) by each party hereto. Notwithstanding and subject to the foregoing, the parties acknowledge that they shall remain subject to the Terms and Conditions of Use for the Platform at all times during the Term of this Agreement and that nothing contained herein shall change, alter, modify, revoke or replace the terms and conditions of the Content Administration Agreement entered into by Producer with License Lounge.

### **14. GOVERNING LAW:**

This Agreement has been entered into in the state of New York and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the state of New York applicable to contracts entered into and performed entirely within such state. All parties to this Agreement agree that the State and federal courts located in New York County will have exclusive jurisdiction of any controversies regarding this agreement and the parties hereto consent to jurisdiction of said courts.

### **15. ATTORNEY'S FEES:**

In the case of a dispute between the Producer, Licensee and/or License Lounge, the prevailing party shall be entitled to payment from the non-prevailing party or parties for any reasonable costs and/or legal fees incurred in connection with the enforcement of their rights, defense of any claims or any or remedies provided for hereunder as against the other.

## 16. AFFIRMATION/ACCEPTANCE OF TERMS:

(a) **Licensee:** Licensee shall be deemed to have signed, affirmed and ratified its acceptance of the terms of this Agreement by virtue of its payment of the License Fee to License Lounge and its electronic acceptance of its terms and conditions at the time Licensee made payment of the License Fee.

(b) **Producer:** Producer shall be deemed to have signed this Agreement by virtue of the rights and authority granted to LL in and to the Beat pursuant to the Content Administration Agreement Producer entered into with License Lounge, the subject matter of which is the Beat and the license thereof. Producer further ratifies his/her acceptance of the terms of this Agreement by virtue of its acceptance of the Licensee Fee.

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