



NON-EXCLUSIVE LICENSE: CONTRACT AGREEMENT

This Agreement (the "Agreement") is made effective as of this date by and between ("The Composer" / "Licensor") and Purchaser ("you" / the "Licensee"). The agreement grants you certain rights to the vocal track entitled (the "vocal track") and defines the terms and conditions of the Licensee's use, and rights granted. The terms and conditions defined are in consideration for the Licensee's payment of the cost of said license (the "License Fee").

A. LICENSE FEE

1. This Agreement is valid from the moment of order confirmation on Filmtvtracks.com. The rights within this agreement granted to Licensee by Filmtvtracks are dependent upon Licensee's completion of the checkout process.

B. DELIVERY OF THE INSTRUMENTAL TRACK

1. The Licensee will receive the INSTRUMENTAL track via email, to the email address the Licensee provided to Licensor.

C. TERM LENGTH

1. The term of this agreement is unlimited, with no set expiration date.

D. USE OF THE INSTRUMENTAL TRACK

1. The Composer/Filmtvtracks grants the Licensee the right to use the instrumental Track in the preparation of one (1) new song. Licensee may create the new song by recording/producing his/her written lyrics on the Instrumental Track and/or by incorporating portions of the Instrumental Track into pre-existing lyrics written, produced and/or owned by Licensee. The new song or piece of lyrics created by the Licensee which incorporates some or all of the Instrumental Track shall be referred to as the "new song".

E. GENERAL TERMS

1. The license is nontransferable and is for the sole purpose of creating a new song. The instrumental track cannot be resold.

2. The licensee acknowledges that the Agreement is Non-Exclusive and the composer/Filmtvtracks may continue to license the Instrumental track upon the same, or similar terms as this Agreement.

3. It is understood that the instrumental track may have already been licensed to multiple parties. As such the Licensee is prohibited from registering the instrumental track, or new song, with any content identification system. Doing so may cause other licensors of the instrumental track to wrongfully receive copyright infringement notices.

F. USAGE LIMITS

1. The Licensee may offer the new song as a free download up to Unlimited times, the new song means with his own recorded vocal and lyrics.

2. The Licensee may sell the new song in both digital and physical form up to Unlimited copies.

3. The Licensee may upload the new song to streaming platforms (Spotify, Pandora, Apple Music, etc..) and may be streamed up to Unlimited times in total across all streaming platforms.

4. The Licensee may upload the new song to video platforms (YouTube, etc..) and may be played up to Unlimited times in total across all video platforms.

5. The new song can be played on Unlimited radio stations.

6. The new song can be synchronized to audio/visual works such as film, television shows, advertisements, video games, accompanying website music, movie, etc.

7. The Composer/Filmtvtracks allows the Licensee to publicly perform the new song.

8. The Licensee MAY NOT sell, offer as free download, or upload to streaming platforms the Instrumental track itself, as in, the state it was delivered to the Licensee, it must be distributed with his/her vocal.

G. INSTRUMENTAL SAMPLE RESTRICTIONS

1. Unless granted written permission by the Composer/Filmtvtracks, the Licensee may not use the Instrumental track to produce, and sell, instrumental samples in the form of an instrumental sample pack(s) or other type of product that sells samples created from the Instrumental track.

H. OWNERSHIP RIGHTS

1. The Composer/Filmtvtracks is, and shall remain, the sole owner of all rights, and interest in the Instrumental track including all copyrights to the sound recording. The Composer owns the Music any musical components recorded by the composer/Filmtvtracks.

The vocalist owns the lyrics and any of his vocal components recorded by the vocalist.

2. The Licensee owns any LYRICS works or components of the new song that were written solely by the Licensee.

3. The Composer/Filmtvtracks and Licensee agree that the ownership of the new song is split between vocalist and Licensee as follows:

- Licensor (Seller) owns 0% of the writer's share, and 0% of the master recording rights for the "New Song".

- Licensee (Buyer) owns 100% of writers share, and 100% of the master recording rights for the "New Song".

4. The Artist [Licensee/Buyer] agrees that:

The Producer shall have a fifty percent (50%) share of the publishing in the Tracks and shall receive publishing income directly from the applicable Collection Society.

The Artist [Licensee/Buyer] agrees that he/she will register the Producer's interest, on the Producer's behalf, at the collection society in the Artist's home territory to ensure that mechanical and performance royalties are collected throughout the world.[BMI, ASCAP, SACEM, GEMA, PRS etc...]

The Artist [Licensee/Buyer] shall use the Producer's membership number and follow the directions contained in the email that shall be sent to the Artist by the Producer/Composer.

The Artist [Licensee/Buyer] agrees to ensure that the Producer/Composer is credited on the on the metadata and packaging or promotion of the Tracks as follows [Produced by Dan Foster].

I. CREDIT

1. The Composer/Filmtvtracks chooses that their name, or stage name, MUST NOT be used in the title of the new song.

2. If Licensee credits the Licensor (Seller) in any aspect of the released materials, the Licensee must use reasonable efforts to correct immediately.

J. VIOLATION OF AGREEMENT

1. Upon violation of any of the terms and conditions of this agreement, the Composer/Filmtvtracks must provide written notice to Licensee in order to have the right to terminate the agreement.

2. Licensee has ten (10) days from its receipt of written notice to correct any violations. Licensee's failure to correct violations within ten (10) days shall result in Licensee's default of it's obligations, and its violation of this agreement. Under the Licensor's discretion, the agreement, and the Licensee's rights of this agreement may be terminated without refund.

3. If the Licensee goes over the limits expressed in paragraph (F - Usage Limits) of this agreement, the Licensee has ten (10) days to purchase a new license from Composer/Filmtvtracks that ensures compliance with the use of the Instrumental track. If Licensee does not purchase new license within ten (10) days, Licensee shall be liable to the Composer/Filmtvtracks in the amount equal to any and all monies paid, collected by, or received by Licensee, or any third party, on its behalf from the moment Licensee exceeded the limit onward.

K. PLACE OF JURISDICTION

This agreement shall be governed by and interpreted in accordance with the laws of the Licensor's country of residence, applicable to agreements entered and wholly performed in said State, without regard to any conflict of laws principles.

January 4, 2024