

DIGITAL LICENSE

THIS AGREEMENT, made and entered into on the **%MFS_ORDER_DATE%** serves as a legally binding contract between **David Köhler** ("Licensor") and **%MFS_CLIENT_NAME%** ("Licensee"). This agreement grants the Licensee non-exclusive rights to the instrumental named "**%MFS_BEAT_NAME%**" ("Instrumental").

All licenses are non-refundable and non-transferable.

Master Recording

The Licensor hereby grants the Licensee the right to record vocal and/or instrumental synchronization to any or all parts of the Instrumental (the Instrumental made by Licensor plus the added recordings by Licensee is what is later being referred to as "song"). The Licensee understands that their non-exclusive usage of the Instrumental is limited to one new composition and if the Licensee wishes to use the Instrumental in other new compositions, then the Licensee must obtain another license to use the Instrumental from the Licensor.

The Licensee also agrees to refrain from editing the Instrumental that is being licensed in this agreement, by changing the arrangement of the Instrumental or by removing any melodies, instruments, drum programming or sounds that are contained within the Instrumental.

Profitable Distribution

The Licensee is limited to distributing **one (1) version** of the Master Recording for profitable use. The terms to which Licensee herewith agrees to and under which Licensee may distribute the song based upon this agreement are stated in the following:

Mechanical Rights

(Digital Copies)

Condition upon the payment to Licensor by the Licensee of a sum of **seventy nine US dollars (\$79)**, receipt of which is confirmed, the Licensor hereby grants to Licensee a non-exclusive right to sell and distribute an unlimited amount of digital copies of the song worldwide.

(Physical Copies)

The Licensee, however, is not and never allowed to sell and distribute the song in any case or form of physical recording media (such as CDs, vinyls or any

other form whatever). If the Licensee wishes to do so, he must purchase the license that grants him the right to do so or get in touch with Licensor.

(Promotional Distribution)

Licensee shall be permitted to distribute an **unlimited amount of free digital downloads** and **free non-commercial streams of the song** on condition that it is being used for promotional (non-commercial) purposes only.

(Audio Streaming)

This license allows an **unlimited amount of monetized audio streams through all streaming platforms** like Spotify, RDIO, Rhapsody, etc..

2. Performance Rights

The licensor hereby grants to Licensee a non-exclusive license to use the Master Recording of the song in **unlimited non-profit performances**, shows, or concerts. However, Licensee may also receive compensation from performances and use the song in as many live performances, concerts or shows as he wants.

3. Synchronization Rights (music videos)

The licensor hereby grants non-exclusive synchronization rights for **one (1) music video** streamed online (Youtube, Vimeo, etc) for an **unlimited amount of non-monetized and monetized video streams** on all total sites.

A separate synchronization license will need to be purchased for distribution of video to Television, Film, Advertisements or Video Games.

4. Broadcast Rights

The licensor hereby grants to Licensee broadcasting rights for an **unlimited amount** of Radio Stations.

5. Term

Executed by the Licensor and Licensee, to be effective as for all purposes as of the effective date first mentioned above and shall terminate exactly **2 years** from this date.

6. Credit

The Licensee must give production credit to the Licensor as "SOULTIES" on every release of "Song", in the following forms:

[Artist Name] - [Name of Song] (prod. by Soulties)

[Artist Name] feat. Soulties - [Name of Song]

7. Song

Licensee must supply the Licensor with at least 1 copy of each final recording made using the Instrumental.

8. Labels

Licensee must contact and inform Licensor of CD sales if the Instrumental is used for commercial purposes with a record label with gross revenue of over \$250,000 or any music rights organization such as ASCAP, BMI, GEMA, etc. the Licensor must receive credit for the Instrumental, unless agreed upon otherwise by the two parties in written form.

9. Audio Samples

Provided that "Instrumental" contains one or more third party audio samples, Licensee accepts that those sequences and parts are copyrighted by a third party. Clearing the sample, obtaining any rights of use, is not constituent or part of the composition and therefore not the responsibility of Licensor. Clearing the sample(s) and obtaining any rights of use is the responsibility of Licensee. Thus, Licensor cannot be hold legally responsible for unlawful use of samples and not responsible if the release/performance/selling of compositions ("Instrumental") cause any type of violation to any other third party's copyrights.

Consideration

In consideration for the rights granted under this agreement Licensee shall pay to licensor the sum of **\$79**.

Governing Law

This license is governed by and shall be construed under the law of Germany, without regard to the conflicts of laws principles thereof.

Indemnification

Accordingly, Licensee agrees to and does indemnify, save and hold Licensor harmless from and against any and all claims, liabilities, losses, damages, costs, expenses, including, without limitation, reasonable attorney's fees and legal costs, arising out of or connected with any claim, demand, or third party which is inconsistent with any of Licensee's warranties, representations, or agreements hereunder.

Legal Counsel

Licensee hereby acknowledges that it has sought and received legal advice from independent counsel or that it has voluntarily waived his right to independent counsel with respect to the terms and provision contained in this agreement.

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The Licensor maintains 100% full rights (copyright and ownership) of the instrumental, 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 Instrumental whether in whole or part to any other party. In the event another individual purchases exclusive rights to your licensed Instrumental the Licensee will retain non-exclusive rights under the limitations listed in this agreement and until these terms have been fulfilled.

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Restrictions

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