

EXCLUSIVE AGREEMENT

1. Introduction

- 1.1. You ("Licensee", "you" or "your") are entering into a Licence Agreement with Beatscraze ("Beatscraze") to licence one master sound recording and the corresponding musical work on the terms set out below.
- 1.2. For the purposes of this Licence Agreement, the applicable master sound recording and the corresponding musical work are referred to jointly and separately as the "Track".

2 Licence

2.1. This Licence Agreement is a binding legal agreement between you and Beatscraze and is comprised of the following:

- (a) The terms and conditions set out below; and
- (b) The invoice provided to you by Beatscraze ("Invoice") for the applicable licensing fee set out therein ("Fee") which lists the name of the Track you are licensing (collectively, the "Agreement").

2.2. This Agreement and the Licence shall commence on the date that you pay the full Fee to Beatscraze for the applicable Track ("Commencement Date").

2.3. Subject to Beatscraze's receipt of the full Fee and subject to you complying with the further terms set out in this Agreement, Beatscraze grants to you the exclusive right to reproduce, distribute, sell, hire, publish, publicly perform, edit, remix, adapt, synchronise, and otherwise exploit the Track throughout the World in perpetuity ("Licence").

2.4. For the avoidance of doubt, under the Licence you are entitled to:

- (a) distribute unlimited copies of the Track;
- (b) Add vocals or additional instrumentation to the Track;
- (c) Alter the arrangement, length, tempo, or pitch of the audio content of the Track;
- (d) Manufacture and reproduce the Track for distribution via all media now known or hereafter invented; and
- (e) Licence the Track ("as is" without a vocal performance or with additional parts) to 3rd parties in your sole discretion.

2.5. As part of the Licence you have the right to register the Track with the Performing Rights Organisation of your choice without any further obligation to Beatscraze.

2.6. Beatscraze agrees not to enforce any YouTube monetization or similar collection services in connection with your use or exploitation of the Track.

2.7. As a condition of the Licence, you acknowledge and agree Beatscraze may have entered into contracts with third parties, for non-exclusive license of the Track, and you agree that any such licence which is already in effect shall remain in effect for the term in each of those respective third party agreements and you shall make no claim against Beatscraze or any third party with respect to same. Beatscraze agrees not to license the Track after the Commencement Date of this Agreement.

3. Restrictions

3.1. Notwithstanding anything else contained herein, you are not authorised to do any of the following in respect of the Track:

(a) Use in connection with any unlawful activity, or in any manner or any means which may be deemed by Beatscraze (in its sole discretion) to be detrimental to Beatscraze including but not limited to any obscene, defamatory or other immoral uses (if in doubt, request permission for your proposed use); and

(b) Use the Track in any manner not specifically set out in the applicable Licence Agreement.

4. Payment & Delivery

4.1. Payments made through our online beat store will be processed through either PayPal or direct credit/debit. All files (mp3/wav/stems) will be delivered via email once payment of the Fee is received by Beatscraze. Beatscraze agrees to remove the Track from the Beatscraze online store(s) once the full Fee is received.

4.2. All payments made outside our online store are not eligible for any of the discounts advertised on our website/Soundclick page.

5. Sample Clearances

5.1. You warrant to Beatscraze that you are solely responsible for the clearance of any uncleared samples on the Track (as notified by Beatscraze to you at the time of the Licence) or any samples or other third party contributions which are added to the Track by you or any third party authorised by you following purchase of the Licence.

6. Credits

6.1. You agree to provide a production credit for each project released or otherwise exploited using or incorporating the Track as follows: 'Produced by Beatscraze' or 'Music by Beatscraze'.

6.2. If a second producer (or more than one) is listed as a co-producer for the Track (or a derivative of the Track) then they are to be included as part of the production credits in accordance with Clause 6.1 above. For example 'Production by Beatscraze and [insert name]'.

7. Warranties & Indemnities

7.1. You warrant and represent to Beatscraze that you have the right and authority to enter into the applicable Licence Agreement and that you will comply with all obligations set out in this Agreement.

7.2. You hereby agree to fully indemnify, defend and hold Beatscraze, its directors, employees, agents, licensors, assignees, and affiliates forever harmless from and against any and all liability, costs, damages and expenses (including legal fees), which arise from, or in connection with your breach of this Licence Agreement including your breach of Clause 5.1 above.

7.3. Beatscraze represents and warrants that it has the right and authority to enter into the applicable Licence Agreement with you and grant you the rights granted therein.

8. Disclaimers and Exclusions

8.1. To the fullest extent permitted by law, Beatscraze makes no warranty, express or implied, regarding the Track, including but not limited to any implied warranties of fitness for purposes or merchantability.

8.2. You acknowledge and agree that you assume full responsibility and liability in respect of any third party claims related to the Track and you fully indemnify Beatscraze and its directors, employees, agents, licensors, assignees, and affiliates forever harmless from and against any and all liability, costs, damages and expenses (including legal fees), which arise from, or in connection with same.

8.3. You agree that Beatscraze shall not, under any circumstances, be liable to you for indirect, incidental, special or consequential loss or damages arising from or in connection to the use of any Track, or any provision of this Agreement. Further, Beatscraze's maximum aggregate liability for any claim against Beatscraze made by you, shall be limited to the Fees stated in the relevant Invoice and actually paid by you to Beatscraze in connection with the relevant Track.

9. Termination

9.1. This Licence Agreement shall terminate automatically and immediately in the event:

- (a) that you breach any terms of this Agreement; or
- b) in the event that you become bankrupt, insolvent, enter in any agreement to the benefit of your creditors; or if a receiver or administrator is appointed, or any other insolvency event occurs with respect to you or your business.

9.2. In the event that this Licence Agreement is terminated pursuant to Clause 9 (a) above, you shall immediately cease using the Track and shall delete and/or destroy all copies of the Track supplied hereunder. Further, in the event of termination Beatscraze shall have the right to pursue any rights and remedies available at law, which may include (but is not limited to) seeking injunctive relief and damages against you for copyright infringement.

10. General

10.1. This Agreement represents the entire agreement between the parties and may only be varied in writing signed by both parties.

10.2. The laws of Queensland, Australia govern this Agreement and the parties agree to submit to the jurisdiction of Queensland, Australia.

10.3. In the event that any provision of this Agreement is held to be invalid, that provision shall be severed and the remainder of the Agreement shall continue on in full force and effect.

10.4. You agree to sign any and all other documents required to give effect to the terms of this Agreement.

10.5. Beatscraze shall be entitled to assign this Agreement to any third party acquiring all or a substantial part of Beatscraze. You may not assign this Agreement to a third party without the prior written consent of Beatscraze.

10.6. You acknowledge and agree that you have had the opportunity to obtain independent legal advice from an experienced entertainment lawyer in respect of this Agreement, and have either obtained such advice or waived your right to do so.

10.7. By paying the Invoice, and using the Track, you are deemed to have read, understood and accepted the terms of the applicable Licence Agreement and you hereby agreed to be bound by the Licence Agreement.