

# **JRAMA BEATS**

## **NON-EXCLUSIVE PREMIUM LICENSE AGREEMENT**

Johnny JRAMA (JRAMA BEATS), the licensor ("Seller"), in exchange for a payment of \$75.00 USD and in accordance with the terms stated in this "Agreement", grants the licensee ("Buyer"), rights as defined below in the copyrighted musical composition in question, the Instrumental ("Beat") commencing on the date of purchase and ending once terms are met.

### **SELLER'S WARRANTY**

The Instrumental ("Beat") is a copyrighted composition and master recording created by the ("Seller"), who warrants that it contains only sounds created by the ("Seller"), or properly cleared and licensed to the ("Seller"), and contains no samples that require third-party copyright clearance or licensing.

### **BEAT RIGHTS GRANTED TO BUYER**

The ("Seller") grants to the ("Buyer") limited, non-exclusive, non-transferable rights to use the ("Beat") in the production of one (1) new musical sound recording / master recording, the ("New Song"). The ("Buyer") shall create the ("New Song") by combining the ("Beat") with substantial new elements including lyrics, vocals, samples, or other sounds owned by, or properly licensed to the ("Buyer").

### **BEAT RIGHTS RETAINED BY SELLER**

The ("Seller") retains full copyright ownership of the ("Beat"). The ("Buyer") may not loan, rent, share, upload, or resell the ("Beat"). The ("Buyer") may not re-assign rights to the ("Beat"), in whole or in part, to any party. Following the execution of this "Agreement", the ("Seller") may continue to transfer or license any and all rights to the ("Beat") to any other parties for any purpose, exclusively or non-exclusively. Previous licensees of the ("Beat") will retain their rights in full as per ("Seller's") agreement with them.

### **SELLER CREDIT**

The ("Buyer") shall credit the composer / producer of track, the ("Seller") in all media releases.

### **DELIVERY OF THE BEAT**

The ("Seller") shall deliver the ("Beat") to the ("Buyer") in the form of a 24 Bit Wav file with minimal tags.

## **PERMITTED USES OF THE NEW SONG**

("Buyer") has the right to perform, record, reproduce, distribute, stream, and sell the ("New Song") worldwide. These rights are subject only to the limits described below.

- Distribution: ("Buyer") may distribute a maximum of 5000 units of the ("New Song") combining hard copies, digital copies, and digital downloads, all units provided royalty free.
- Streaming: ("Buyer") may generate up to 150,000 streams of the ("New Song") on streaming services such as Apple Music, Amazon Music, Deezer, Napster, Pandora, Spotify, and similar distribution services.
- YouTube: The ("Buyer") may use the ("New Song") as an audio track in the creation of one (1) music video. The ("Buyer") may upload this video to YouTube, however, monetization is NOT PERMITTED.
- Synchronization: Use of the ("New Song") in film, television, video games, jingles, and commercials are licensed separately, and such synchronization uses are NOT PERMITTED under this license.

When either of the above distribution or streaming limits have been reached, the rights granted to ("Buyer") for both distribution and streaming of the ("New Song") under this "Agreement" are immediately terminated. Should the ("Buyer") continue to distribute or stream the ("New Song") after termination of the this "Agreement", the ("Buyer") expressly agrees that 100% of all copyright interests in the ("New Song") composition and master recording are thereby irrevocably transferred from the ("Buyer") to the ("Seller") at the moment the distribution or streaming limits have been exceeded. The ("Buyer") may purchase another license from the ("Seller") extending the distribution and streaming limits of the ("New Song") by executing a new "Agreement" with the ("Seller").

## **ENFORCEMENT**

This "Agreement" shall be governed and enforced under the laws of the State of Florida, United States, in which JRAMA, INC. d/b/a JRAMA BEATS / JRAMA RECORDS is registered.

## **ACCEPTANCE OF THIS AGREEMENT**

By purchasing and downloading this ("Beat"), the parties involved agree to be mutually bound by the terms of this "Agreement" in full.