



The following shall constitute an Agreement ("Agreement") on this the **22nd** day of **February, 2010** between **John Smith** ("Licensee") and **Shaun Friedman** ("Producer"). The terms of this Agreement are as follows:

1. LICENSE:

Producer is the owner of a master recording ("Master") titled "**Sample Beat Title**" the music of which was composed by Producer ("Music"). Producer by this Agreement hereby grants to Licensee a non-exclusive license to use the Master and Music for the purpose of adding lyrics to the existing Music and creating a new recording of a song ("Song") for the specific use of manufacturing, distributing and selling records ("Records") embodying the New Recording.

2. RIGHTS GRANTED:

Producer hereby grants to Licensee the following right subject to the following:

- a. The right to manufacture, distribute, sell, advertise, publicly perform and broadcast on a non-exclusive basis, Records containing the performance embodied in the Masters made hereunder.
- b. The right to add lyrics to the existing Music and creating a song ("Song") to be owned by Producer and by the writer of lyrics added to the Music. Licensee shall have the right to record the Song and create a New Recording embodying the Song. Licensee shall not have the right to alter, adapt, license, change or remix the Master or Music without Producer's written approval.
- c. The right to use the names, approved likeness and approved biography of Producer in connection with the advertising, publicizing or sale of Records manufactured, distributed and sold.
- d. Producer has the right to license and lease the Master and Music to other third parties on a non-exclusive basis.
- e. Any rights not specifically granted and set forth in this License are hereby reserved by the Producer.

3. DELIVERY:

Upon receipt of payment by Licensee, Producer shall deliver to Licensee a fully mixed and equalized Master in an acceptable audio format such as CDR or MP3, WAV file, etc., commercially satisfactory to Licensee for use on a record ("Record").

4. COMPENSATION:

Licensee shall pay Producer the amount of **One Hundred Ten Dollars (\$110)** for the rights granted in this Agreement. This amount shall cover the manufacturing, distribution and sale of one thousand (1,000) Records. In the event additional Records are manufactured, distributed or sold, Licensee shall pay to Producer the royalty set forth in the paragraph titled Royalties.

5. RIGHTS IN MASTER RECORDING:

Each Master licensed under this Agreement shall be owned by Producer and Producer shall have the exclusive right to claim ownership of and register the copyright to those Masters in his name as the owner and author of them and to secure any and all renewals and extensions of such copyright throughout the world. Producer and Licensee shall own the New Recording equally and Producer shall have the right to register the copyright to the New Recording in the name of Producer and Licensee. Neither party shall have the right to license the New Recording for any other uses except as set forth herein without the written permission of the other party.



6. NAMES & LIKENESS:

Licensee shall have the world wide right in perpetuity to use and to permit others to use Producer's name, (both legal and professional, and whether presently or hereafter used by the Producer), likeness, other identification, and biographical material concerning the Producer for purposes of trade and otherwise without restriction in connection with the Masters recorded hereunder, the Records derived therefrom.

7. CREDIT:

Licensee shall give Producer appropriate production and song writing credit on all compact discs, record and cassette labels or any other record configuration manufactured which is now known or created in the future that embodies the Masters created hereunder and on all cover liner notes. Such credit shall be in substantial form: "Produced by Shaun Friedman of unbelievablebeats.com." If Licensee fails to comply with this clause in any instances or sole obligation to Producer by reason of such failure Producer's sole remedy is to have Licensee add the appropriate credit. Licensee shall provide Producer with five (5) copies of the completed Record within thirty (30) days after manufacture of any Record embodying the Masters.

8. RIGHTS TO SONG:

Producer shall be considered the author of the Music recorded on the Masters recorded hereunder which are written or composed by Producer and thus entitled to fifty percent (50%) ownership to the Song. Appropriate credit as a song writer and author of the music showing author's performance right society affiliation shall be given to Producer as follows: "Music by Shaun Friedman (ASCAP)." Producer as the sole writer of the music produced under this Agreement shall have the right to prepare and file copyright registration forms for the Music produced under this Agreement. Licensee shall have the right to give the Song a title and register the Song for copyright, providing Producer the copyright credit in the Music in the Song. Licensee agrees to notify the producer in writing within 7 days after the date the Song has been published or released for sale pursuant to the copyright law including but not limited to the offer for sale of a recording on a Compact Disc (C.D.) or a digital download. Producer shall have sole administration rights to the Music in the Song created under this Agreement. Producer shall have no rights to administrate the rights in the lyrics to the Song. Neither party may license the Song without the express written permission with the other party. Either party may license their respective separate copyrights without the consent of the other. Licensee shall not have the right to license the Music to any third party without the written consent of Producer. The parties shall receive each of his/her performance royalties directly from his/her respective performance rights society.

9. ROYALTIES:

After sale of one thousand (1,000) Records, the license under this Agreement shall continue so long as Licensee pays to Producer royalties as follows:

a. Record Royalties (for use of Master): In addition to the fee set forth in this Agreement, Producer shall also receive an amount equal to twenty five percent (25%) of the net receipts ("Net Receipts") received by Licensee for the sale of any Record, including Digital Transmissions, in which the Master(s) is/are embodied on divided by a fraction, the numerator of which shall be the number of Masters produced by Producer appearing on any Record embodying the Masters and the denominator of which shall be the total the number of all royalty bearing masters appearing on the Record.

b. Mechanical Licensing and Royalties (for use of Music): All musical compositions or material recorded pursuant to this Agreement, which are written or composed, in whole or in part, or owned or controlled directly or indirectly by Producer (herein "Controlled Compositions"), shall be and are hereby perpetually licensed to Licensee for the United States and Canada at a royalty per selection equal to Producer's share of the Song multiplied by one hundred percent (100%) of the mechanical statutory per selection rate (with regard to playing time) effective on the date of initial U.S. commercial release of the masters concerned hereinafter sometimes to be referred to as the "Per Selection Rate". Notwithstanding the foregoing, with respect (100%) of the minimum statutory mechanical royalty rate as established by the mechanical rights society having jurisdiction over the territory in which records are manufactured.



c. Accounting: Licensee shall account to Producer for royalties, on a semi-annual basis and pay royalties to Producer, if any, within forty (40) days of the end of each semi-annual period beginning December 31 and June 30. Licensee shall send such accounting with payment, if any, to Producer at Producer's address listed below. In the event Producer's address changes, Licensee shall have no obligation to send the accounting and royalty payment to any other address until Producer shall give to Licensee in writing such new address. Licensee shall maintain books of account concerning the sale of Records hereunder. Producer, or a certified public accountant, on Producer's behalf, may, at Producer's sole expense, examine Licensee's books relating to the sale of Records hereunder solely for the purpose of verifying the accuracy thereof, only during our normal business hours and upon seven (7) business days written notice. Licensee's books relating to any particular royalty statement may be examined as aforesaid within three (3) years after the date rendered.

10. DEFINITIONS:

"Record(s)" shall mean and include without limitation all forms of recording and record reproduction by which sound may be fixed, embodied, or recorded by any method now known or later developed, for any and all public or commercial uses including magnetic recording tape, compact disc, laser disc, film, electronic video tapes or recordings, digital transmissions or digital downloads (i.e. mp3, WAV, MPEG, etc.) and any other medium or device now known or later developed. Record shall include any configuration sold such as a single, extended play ("EP") or long play album ("LP"), in any form of media now existing or later developed.

"Master" shall mean every recording of sound, whether or not coupled with a visual image, by any method and on any substance or material, whether now or hereafter known, which is used or useful in the recording production and/or manufacture of Records.

"Digital Transmissions" shall mean the transmission and distribution to the consumer, other than the distribution of physical Records to consumers, whether of sound alone, sound coupled with an image or sound coupled with data, in any form including but not limited to the downloading or other conveyance of Artist's performance on masters recorded pursuant to this Agreement, by telephone, satellite, cable, direct transmission over wire or through the air, and on-line computers whether a direct or indirect charge that is made to receive the transmission, or any other transmission that is known or created in the future

"Net Receipts" shall mean the amount received by Licensee from sales or licenses of Records after deducting any and all direct expenses, costs, taxes and/or third party payments incurred by Licensee in connection with the recording costs attributed to the creation, and production of the Master including any advance fees payable to Producer under this Agreement recorded or produced under this Agreement.

11. WARRANTIES AND INDEMNITY:

Producer warrants it is the sole owner of the performances on the Masters and/or has been granted all rights associated with the recording of the Music embodied on the Masters and hereby have the right to grant the terms of this Agreement. The Music and performances embodied in the Master, and any use thereof by Licensee or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party. Licensee warrants it shall be the sole owner of the performances on the New Recording and has been or will be granted all rights associated with the New Recording embodying the Master and the Music. The lyrics added to the Music to create the Song and performances embodied in the New Recording, will not violate or infringe upon the rights of any third party. The parties agree to indemnify and hold harmless each other, their officers, agents, employees, attorneys and assignees, from and against any and all claims, damages, liabilities, costs and expenses including but not limited to attorney's fees, arising out of any breach of any representation, warranty, term or agreement made or to be performed by this Agreement.

12. ENTIRE AGREEMENT:

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement, shall be binding upon either party unless confirmed by a written instrument signed by either party or their agent.



13. JURISDICTION:

This agreement shall be construed in accordance with the laws of the State of **Ohio**. Any dispute arising under this Agreement shall be filed in a court in **Cuyahoga** County, **Ohio**. The parties agree to mediate the terms of any dispute of this Agreement prior to filing a lawsuit in accordance with the rules of the American Arbitration Association.

The effective date of this Agreement shall be the date first written above.

Unbelievable Beats

By: **Shaun Friedman, Producer/Owner**

Address of Producer:
27020 Cedar Road #615-1
Beachwood, Oh 44122

(Licensor/Producer Signature)

Licensee

By: **John Smith**

Address of Licensee:
75 Sample St.
Los Angeles, CA
United States of America 66369

sampleuser - this serves as your signature

(Username of Licensee in UnbelievableBeats.com)

Please keep a copy of this License for your records.