

MP3 Lease Agreement

Master Use

The Licensor hereby grants to Licensee a non-exclusive License to record vocal synchronization to the Instrumental partly or in its entirety and substantially in its original form. The Licensor also grants the right to use the name of the producer (Kaytee Da Shade) in connection with the advertising, publicizing or sale of records manufactured, distributed and sold. Licensee shall not have the right to alter, adapt, change or remix the Instrumental without producer's written approval, except length changes (adding additional bars to a verse, cutting/adding a verse/hook, fade-out at the end etc.).

Any rights not specifically granted and set forth in this license are hereby reserved by the producer.

Ownership

The Licensor maintains 100% full rights (copyright, publishing 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 party purchases exclusive rights to the Instrumental from the Licensor, the Licensee will retain non-exclusive rights under the limitations listed in this agreement and until these terms have been fulfilled.

Mechanical Rights

The Licensor hereby grants to Licensee a non-exclusive License to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disks, internet downloads, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, "Recordings") worldwide for up to the pressing or selling a total of two thousand (2,000) copies of such Recordings or any combination of such Recordings. Additionally, Licensor shall be permitted to distribute unlimited internet downloads for non-profit and non-commercial use.

Streaming

The Licensee is entitled to an amount of twenty-five thousand (25,000) audio streams (on all streaming platforms such as Spotify) and twenty-five thousand (25,000) video streams (on all platforms supporting video such as Youtube) for the song(s) created with the Instrumental. All streaming royalties generated by the Licensee's song(s) belong to the Licensee.

YouTube (Content ID) Policy

The Licensor maintains the unlimited, worldwide rights to register the Instrumental with a Content ID program/institution such as Airbit.com, etc. and be the sole administrator of YouTube rights using such a Content ID program. This is necessary and entitles Licensor to maintain the administrative and legislative rights to the Instrumental. What Content ID does is scan youtube videos for audio material produced by Kazuki Togashi (Kaytee Da Shade) and automatically sends a copyright claim, which blocks videos from monetization temporarily. The video will keep playing without any other limitations. To remove such a claim, all licensees must open a Content ID dispute including the order number, PayPal transaction ID, Stripe transaction ID or the email address used for purchase. It is recommended to dispute within the first 5 days of receiving the claim. Official Google article: <https://support.google.com/youtube/answer/7000961?hl=en>

Performance Rights

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in ten (10) paid performances and unlimited non-profit performances, shows, or concerts.

Music Videos

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in one (1) music video.

Synchronization Rights

The Licensor hereby grants limited synchronization rights for One (1) music video containing the Instrumental as used within the Master Recording to be streamed online (Youtube, Vimeo, etc..) for up to twenty-five thousand (25,000) video views/ plays on all total sites. A separate synchronization license will need to be purchased for distribution of video on Television, Film or Video game.

Broadcast Rights

The Licensor hereby grants to Licensee broadcasting rights up to two (2) Radio Stations. A separate license will need to be purchased for distribution of song on Television, Film or Video game.

Publishing and Royalties

The Licensor shall retain 100% of Publishing for this Non-Exclusive license. The Licensee is entitled to keep 100% of all royalties that is generated from sales of the Master Recording on digital retailers (such as iTunes), through physical sales (such as Compact Disks) and on online streaming services (such as Spotify). However, if you'd like to split any mechanical royalties with the Licensor, contact info@kayteedashade.com for more info.

Credit

Licensee shall give producer appropriate production and song writing credit on all media and performance formats which is now known or created in the future that embodies the

composition created hereunder and on all cover liner notes. Such credit shall be in substantial form:

"Produced by Kaytee Da Shade"

The Licenser reserves the right to keep an audio signature at the beginning of all non-exclusive instrumentals.

Audio Samples

3rd party sample clearance is the responsibility of the Licensee. Licensee will contact Licenser via email anytime before publishing the Master Recording to inquire about any possible samples used in the Instrumental that may require clearance.

Compensation

The Licensee shall pay producer \$19.99 for the rights granted in this agreement. The payment for this License is non-refundable under any circumstances. If the licensee fails to account to the licenser, timely and complete the payments provided for hereunder, the licenser shall have the right to terminate this license upon written notice to the licensee. Such termination shall render the recording, manufacture and/or distribution of recordings for which monies have not been paid subject to and actionable as infringements under applicable law. The Licensee shall provide Producer with two (2) copies of the completed Record within thirty (30) days after manufacture of any Record embodying the Masters. If the record is solely available in digital format, the Licensee shall provide the Producer with a digital copy via email to info@kayteedashade.com

Term

Executed by the Licenser and the Licensee, this License agreement is to be effective as for all purposes as of the Effective Date for a period of three (3) years. In the event that an

Exclusive License of the Instrumental is sold by Licensor, the terms of this agreement shall be upheld.

Indemnification

Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

Restrictions

All sounds, drums and vocals included are the property of the licensor and cannot be used for any purpose other than as described in this agreement. The audio content cannot be used to create any of the following derivative works: instrumentals for sale, loop packs, vst instruments, nor any other competitive product. The audio content cannot be shared with anyone unless they are directly involved in the Master recording (audio engineer, featured artist, musician, etc.). Any Master recording that is found in violation of these restrictions may be subject to termination of its commercial rights without refund. In addition, the Master recording may be subject to removal from all third party distributors with the assistance of copyright infringement enforcers. Any loss incurred with such removal is not the responsibility of Licensor. If the licensee is unsure of the details of the commercial rights, the licensee must contact the licensor for assistance in clarifying any of these restrictions.

Miscellaneous

This License is non-transferable and is limited to the Instrumental specified, constitutes the entire agreement between the Licensor and the Licensee relating to the Instrumental, and shall be binding upon both Licensor and Licensee and their respective successors, assigns, and legal representatives.

Governing Law

This License is governed by and shall be construed under the laws of the Licensor's resident country, without regard to the conflicts of laws and principles thereof.