



# PREMIUM BEAT LICENSE CLICK-WRAP LICENSE AGREEMENT

By purchasing, downloading, accessing, or using this beat, Licensee expressly acknowledges that they have read, understood, and agree to be bound by the terms of this License Agreement.

Premium Beat License (Non-Exclusive)

Effective Upon Purchase

**IMPORTANT:** By purchasing, downloading, or using this instrumental, you (“Licensee”) agree to the terms below.

## 1. Grant of Licence

Upon full payment, the Licensor grants the Licensee a non-exclusive, non-transferable licence to use the instrumental composition named "%BEAT\_NAME%" (the “Beat”) solely for the creation of one (1) new musical composition (the “Song”).

All rights not expressly granted to the Licensee are reserved by the Licensor.

## 2. Ownership

The Licensor retains and shall at all times remain the sole and exclusive owner of all right, title and interest in and to the Beat, including all copyrights and publishing rights therein.

This licence is non-exclusive. The Licensor expressly reserves the right to licence, sell, or otherwise exploit the Beat, including on an exclusive basis, to any third party.

The Licensee is granted no ownership interest in the Beat and shall have no right to sublicense, assign, sell, or otherwise transfer any rights in the Beat to any third party.

In the event that the Licensor subsequently enters into an exclusive licence or sale of the Beat, the Licensee's rights under this Agreement shall continue in accordance with the terms and limitations herein, provided the Licensee remains in compliance with this Agreement.

## 3. Files Delivered

This Premium licence includes delivery of:

- MP3
- WAV
- Trackouts (stems)

## 4. Permitted Usage (Premium Tier)

Subject to the terms of this Agreement, the Licensee may exploit the Song within the following cumulative limits:

- up to 15,000 total distribution copies
- unlimited free downloads
- up to 3,000 non-profit performances
- up to 300 paid performances
- one (1) music video
- up to 50,000 total audio streams across all platforms
- up to 50,000 total video streams across all platforms
- permitted radio airplay on up to two (2) terrestrial or internet radio stations

All streaming counts shall be calculated in aggregate across all platforms.

## 5. Publishing and Royalties

The Licensor retains one hundred per cent (100%) ownership of the underlying instrumental composition and publishing rights in the Beat, except for the limited licence granted herein.

The Licensee shall retain one hundred per cent (100%) of master recording income derived from exploitation of the Song, including but not limited to digital streaming revenue, downloads, physical sales, and platform monetisation.

For the avoidance of doubt, any synchronisation licence fees shall be allocated in accordance with the respective ownership of the master recording and the underlying musical composition.

Nothing in this Agreement grants the Licensee any ownership interest in the underlying musical composition.

## 6. Credit

The Licensee shall accord the Licensor appropriate production credit in all commercially reasonable locations where credits are customarily displayed, including but not limited to:

- digital streaming platforms
- video platform descriptions
- metadata fields where available
- physical packaging (where applicable)

Credit shall read substantially as:

“Produced by Mixbros”

The Licensee shall use commercially reasonable efforts to ensure such credit is included in any metadata submitted to digital distributors.

Failure to provide proper credit after written notice and reasonable opportunity to remedy shall constitute a breach of this Agreement.

## 7. Content Identification and Platform Registration

The Licensee shall not:

- register the Beat or the Song with YouTube Content ID;
- register the Beat with Meta/Facebook/Instagram Rights Manager;
- register the Beat in any audio fingerprinting system;
- claim ownership of the underlying instrumental.

The Licensor reserves the right to register and monetise the Beat in any content identification or fingerprinting system.

## 8. Sampling and Sample Clearance

The Licensee acknowledges that the Beat may contain third-party samples. The Licensee agrees that the clearance of any such samples for commercial use shall be the sole responsibility of the Licensee.

The Licensee shall not authorise any third party to sample, reuse, extract, or otherwise exploit the Beat, whether alone or as embodied in the Song, without the Licensor's prior written consent.

Nothing in this Agreement shall be construed as a work made for hire, and the Licensor retains all right, title and interest in the underlying composition.

## 9. Restrictions on Use

The Licensee shall not use the Beat or any portion thereof to create or distribute any competitive or standalone audio product, including but not limited to:

- instrumental releases
- sample or loop packs
- virtual instruments or sound libraries
- stock music libraries
- or any substantially similar product

The Licensee may share the Beat solely with collaborators directly involved in the creation of the licensed Song (such as recording engineers, featured artists, or musicians), provided that such parties obtain no ownership or reuse rights in the Beat.

Any use of the Beat outside the scope of this Agreement shall constitute a material breach and may result in termination of the licence and removal of the Song from distribution.

## 10. Upgrade Requirement

This licence shall remain valid only while usage remains within the limits stated above.

If any limit is reached or exceeded, the Licensee must, prior to further exploitation:

- purchase an upgraded licence; or
- immediately cease distribution and monetisation of the Song.

## 11. Indemnity

The Licensee agrees to indemnify, defend, and hold harmless the Licensor from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with the following, including but not limited to:

- the Licensee's use of the Beat or Song;
- any breach of this Agreement by the Licensee;
- any third-party claims relating to the Song created by the Licensee.

## 12. Termination

This licence shall automatically terminate upon material breach of this Agreement.

Upon termination, the Licensee shall immediately cease distribution, public performance, and monetisation of the Song.

## 13. Miscellaneous

This licence is non-transferable and limited to the Beat identified in the applicable Airbit transaction.

This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings relating to the subject matter hereof.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

