

# WHVLE SOUND

## WWW.WHVLESOUND.COM

### EXCLUSIVE LICENSE AGREEMENT

Between the Whvle Sound Production (**the "Licensor"**) and *Licensee's Name* (**the "Licensee"**).

Please sign and keep for your own records.

Congratulations on licensing an instrumental. We appreciate the business and wish you success with your musical endeavors. This is a legally binding document granting you the rights to use

\_\_\_\_\_  
*Name of the Beat* (the "Beat")

#### THE LICENSOR'S WARRANTY

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

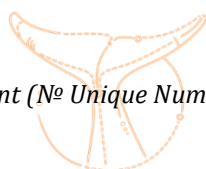
#### BEAT RIGHTS GRANTED TO THE LICENSEE

**The Licensor** grants to **the Licensee** unlimited, non-transferable rights to use **the Beat** in the production of one new musical composition and master recording ("**New Song**"). **The Licensee** shall create **the New Song** by combining **the Beat** with substantial new elements including lyrics, instrumental tracks, vocals, samples, or other sounds owned by or properly licensed to **the Licensee**. **The Licensee** may produce unlimited music videos using the New Song as the audio track. **The Licensee** has the right to perform, record, reproduce, distribute, stream, monetize, and sell the **New Song** worldwide in unlimited quantities in perpetuity. **The Licensee** may license the **New Song** for synchronization in all media, including film, television, video games, jingles, and commercials.

#### BEAT RIGHTS RETAINED BY THE LICENSOR

**The Licensor** retains partial copyright ownership of the Beat. **The Licensor** remains one and only author of **the Beat**. **The Licensee** shall credit **the Licensor** in media releases of the **New Song** as: "*Prod. by Whvle Sound*". **The Licensee** may not loan, rent, share, upload, or resell **the Beat**. **The Licensee** may not re-assign rights to the Beat, in whole or in part, to any party.

Following the execution of this Agreement, **the Licensor** shall not transfer or license any rights to **the Beat** to any other parties for any purpose. Previous licensees of **the Beat** will retain their license rights in full as per Licensor's agreement with them.



Following the execution of this Agreement, **the Licensor** can use **the Beat** as an example of works in his portfolio that contains MP3 tagged version and one visualizer video at **the Licensor's** any websites and webpages, except of any digital marketplaces.

## INDEMNITY

**The Licensee** agrees to fully indemnify and hold harmless **the Licensor** (and Licensor's officers, agents, and employees) of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to **the Licensee's** breach or alleged breach of any term, representation, or warranty of this agreement, including but not limited to **the Licensee's** use or alleged use of unlicensed or improperly licensed material in the creation of the **New Song** and the master sound recording.

## DELIVERY OF THE BEAT

**The Licensor** shall deliver the Beat by the downloading link in a ZIP-pack, that contains an untagged master MP3 file + an untagged master WAV file + tracked out WAV files right after full purchasing process.

## ACCEPTANCE OF THIS AGREEMENT

By affixing their signatures below, the parties agree to be mutually bound by the terms of this Agreement.

**Amount (USD):** \_\_\_\_\_

**Name of the Beat:** \_\_\_\_\_

**Licensee's Printed Name:** \_\_\_\_\_

**Licensee's AKA(s):** \_\_\_\_\_

*Licensee's signature:*

By: \_\_\_\_\_  
Licensee's Name

*Licensor's signature:*

**Whvle Sound Production**

By: \_\_\_\_\_  
Gimadiev Roman; Its: Producer

**Date:** *date of purchase*

**Contact:** contact@whvlesound.com

