

License Agreement

Track: Turn The Page

License: Basic

This Agreement (the "Agreement"), is made effective as of **June 12, 2021** by and between **Sydney Taylor** ("The Vocalist" / "Licensor") and **Michael Schmidle** ("you" / the "Licensee"). The agreement grants you **Non-Exclusive** rights to the vocal track entitled **Turn The Page** (the "vocal track") and defines the terms and conditions of the Licensees use, and rights granted. The terms and conditions defined are in consideration for the Licensees payment of **50.00** (the "License Fee").

A. License Fee

1. This Agreement is not valid until the License Fee has been paid. The rights within this agreement granted to Licensee by The Vocalist are dependent upon Licensee's payment of the License Fee.

B. Delivery of the Vocal Track

1. The Licensee will receive the vocal track via email, to the email address the Licensee provided upon purchase.

C. Term Length

1. The Term of this Agreement shall be fifteen (15) years and this license shall expire on the fifteenth (15) year anniversary of the Effective Date.

D. Use of the vocal track

1. The vocalist grants the Licensee the right to use the Vocal Track in the preparation of one (1) new song. Licensee may create the new song by recording/producing his/her written instrumental music under the Vocal Track and/or by incorporating portions/samples of the Vocal Track into pre-existing instrumental music written, produced and/or owned by Licensee. The new song or piece of instrumental music created by the Licensee which incorporates some or all of the Vocal Track shall be referred to as the 'new song'.

E. General terms

1. The license is nontransferable and is for the sole purpose of creating a new song. The vocal track cannot be resold.

2. If the license purchased DOES NOT grant **Exclusive** rights than Licensee acknowledges that the Agreement is Non-Exclusive and the vocalist may continue to license the vocal track upon the same, or similar terms as this Agreement.

3. It is understood that the vocal track may have already been licensed to multiple parties. As such the Licensee is prohibited from registering the vocal track, or new song, with any content identification system. Doing so may cause other licensor's of the vocal track to wrongfully receive copyright infringement notices.

F. Usage Limits

1. The Licensee may offer the new song as a free download up to **Unlimited** times

2. The Licensee may sell the new song in both digital and physical form up to **10000** copies.

3. The Licensee may upload the new song to streaming platforms (Spotify, Pandora, Apple Music, etc..) and may be streamed up to **10000** times in total across all streaming platforms.

4. The Licensee may upload the new song to video platforms (YouTube, etc..) and may be played up to **10000** times in total across all platforms.

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5. The new song can be played across **100** radio stations.
6. The new song can be synchronized to audio/visual works such as film, television shows, advertisements, video games, accompanying website music, movie, etc.
7. The vocalist **allows** the Licensee to publicly perform the new song.
8. The Licensee **MAY NOT** sell, offer as free download, or upload to streaming platforms the vocal track itself, as in, the state it was delivered to the Licensee.

G. Vocal Sample restrictions

1. Unless granted written permission by the vocalist, the Licensee may not use the vocal track to produce, and sell, vocal samples in the form of a vocal sample pack(s) or other type of product that sells samples created from the vocal track.

H. Ownership Rights

1. The vocalist is, and shall remain, the sole owner of all rights, and interest in the vocal track including all copyrights to the sound recording. The vocalist owns the lyrics and any musical components recorded by the vocalist.
2. The Licensee owns any musical works or components of the new song that were written or composed solely by the Licensee.
3. Unless otherwise agreed upon in writing, the master recording rights will be split evenly between Licensee and Licensor.
4. The vocalist and Licensee agree that the publishing and writing shares of the new song are split between vocalist and Licensee as follows:

Licensee owns 50% of publishing share and 50% of writers share.

Sydney Taylor owns 50% of publishing share and 50% of writers share.

5. The Licensee agrees that he/she will register the Vocalists interest, on the Vocalists behalf, at the collection society in the Artist's home territory to ensure that mechanical and performance royalties are collected throughout the world. In the event that Licensee chooses to register his/her interest and rights to the New Song with their Performing Rights Organization (PRO), Licensee must also identify and register the Vocalists share and ownership in the New Song to indicate the above ownership splits.
6. It is understood that both parties are responsible for communicating the associated information needed to register other each parties interest in the New Song (ex: BMI international identification number).

I. Credit

1. The vocalist chooses that their name, or stage name, **may** be used in the title of the new song. Appropriate credit is in the form of: New Song (feat. **Sydtherockerkid**)
2. The vocalist has the responsibility of informing the Licensee of the correct name to use in the title if different from the vocalist's username.
3. The vocalist has the responsibility of informing Licensee if Licensee fails to give proper credit. If Licensee is informed of failure to provide credit, Licensee must use reasonable efforts to correct immediately.

J. Violation of Agreement

1. Upon violation of any of the terms and conditions of this agreement, the vocalist must provide written notice to Licensee in order to have the right to terminate the agreement.

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2. Licensee has ten (10) days from its receipt of written notice to correct any violations. The Licensee's failure to correct violations within ten (10) days shall result in Licensee's default of its obligations, and its violation of this agreement. Under the Licensor's discretion, the agreement, and the Licensee's rights of this agreement may be terminated without refund

3. If the Licensee goes over the limits expressed in paragraph (F - Usage Limits) of this agreement, the Licensee has ten (10) days to purchase a new license from vocalist that ensures compliance with the use of the vocal track. If Licensee does not purchase new license within ten (10) days, Licensee shall be liable to the vocalist in the amount equal to any and all monies paid, collected by, or received by Licensee, or any third party, on its behalf from the moment Licensee exceeded the limit onward.

K. Place of Jurisdiction

This agreement shall be governed by and interpreted in accordance with the laws of , **United States of America** applicable to agreements entered into and wholly performed in said State, without regard to any conflict of laws principles.

L. Additional Terms

The following terms have been added by the Vocalist. If the following terms contradict any of the terms above, then these terms (section L.) will take precedence over any of the terms listed above: