

## **PREMIUM-LEASE-LICENSE**

---

THIS AGREEMENT, made and entered into on the {CONTRACT\_DATE} serves as a legally binding contract between Paweł Tugeman (lazyridabeats) (“Licensor”) and {CUSTOMER\_FULLNAME} (“Licensee”). This agreement grants the Licensee non-exclusive rights to the Instrumental named “{TRACK\_TITLE}” (“Instrumental”). All licenses are non-refundable and non-transferable.

### **Master Recording**

The Licensor hereby grants the Licensee the right to record vocal and/or Instrumental synchronization to any or all parts of the Instrumental. The Licensee understands that their non-exclusive usage of the Instrumental is limited to one (1) new composition and if the Licensee wishes to use the Instrumental in other new compositions, then the Licensee must obtain another license to use the Instrumental from the Licensor. The Licensee is allowed to edit the Instrumental that is being licensed in this agreement, by changing the arrangement of the Instrumental or by removing/adding any melodies, instruments.

### **Term**

The Term of this Agreement shall be ten (10) years and this license shall expire on the (10) year anniversary of the Effective Date.

### **Profitable Distribution**

The Licensee is limited to distributing one (1) version of the Master Recording for profitable use. The Licensee is limited to a distribution of one thousand (10,000) copies / physical music products and are allowed 1,000,000 streams of the Master Recording, which can be distributed on any kind of recording media including, but not limited to: compact discs, DVDs, VHS videos, and all other forms of media (online and/or offline). The Licensor expressly forbids resale or other distribution of the Instrumental, either as they exist or any modification thereof.

### **Restrictions on the Use of the Beat**

Licensee hereby agrees and acknowledges that it is expressly prohibited from taking any action(s) and from engaging in any use of the Beat or New Song in the manners, or for the purposes, set forth below:

- a. The rights granted to Licensee are NON-TRANSFERABLE and that Licensee may not transfer or assign any of its rights hereunder to any third-party;
- b. The Licensee shall not synchronize, or permit third parties to synchronize, the Beat or New Song with any audiovisual works EXCEPT as expressly

provided for and pursuant for use in one (1) Video. This restriction includes, but is not limited to, use of the Beat and/or New Song in television, commercials, film/movies, theatrical works, video games, and in any other form on the Internet which is not expressly permitted herein.

c. The Licensee shall not have the right to license or sublicense any use of the Beat or of the New Song, in whole or in part, for any so-called "samples".

d. Licensee shall not engage in any unlawful copying, streaming, duplicating, selling, lending, renting, hiring, broadcasting, uploading, or downloading to any database, servers, computers, peer to peer sharing, or other file-sharing services, posting on websites, or distribution of the Beat in the form, or a substantially similar form, as delivered to Licensee. Licensee may send the Beat file to any individual musician, engineer, studio manager or other people who are working on the New Song.

e. **THE LICENSEE CAN REGISTER THE BEAT AND/OR NEW SONG WITH A CONTENT IDENTIFICATION SYSTEM, SERVICE PROVIDER, MUSIC DISTRIBUTOR, RECORD LABEL OR DIGITAL AGGREGATOR** (for example TuneCore or CDBaby, and other providers of user-generated content identification services). But you must prevent me from receiving a copyright infringement takedown notice from a third party who also received a non-exclusive license to use the Beat in a New Song. The Beat has already been tagged for Content Identification (as that term is used in the music industry) by Producer as a pre-emptive measure to protect all interested parties in the New Song. If you do not adhere to this policy, you are in violation of the terms of this License and your license to use the Beat and/or New Song may be revoked without notice or compensation to you.

As applicable to both the underlying composition in the Beat and to the master recording of the Beat:

(i) The parties acknowledge and agree that the New Song is a "derivative work", as that term is used in the United States Copyright Act;

(ii) As applicable to the Beat and/or the New Song, there is no intention by the parties to create a joint work; and

(iii) There is no intention by the Licensor to grant any rights in and/or to any other derivative works that may have been created by other third-party licensees.

## Performance Rights

Licensee **may** perform the song publicly for-profit performances and for an **Unlimited** non-profit performances, including but not limited to, at a live performance (i.e. concert, festival, nightclub etc.), on terrestrial or satellite radio, and/or on the internet via third-party streaming services (Spotify, YouTube, iTunes Radio etc.). The New Song may be played on **3** terrestrial or satellite radio stations;

The Licensee may use the New Song in synchronization with **One (1)** audiovisual work no longer than five (5) minutes in length (a "Video"). In the event that the New Song itself is longer than five (5) minutes in length, the Video may not play for longer than the length of the New Song. The Video may be broadcast on any television network and/or uploaded to the

internet for digital streaming and/or free download by the public including but not limited to \_\_\_\_\_ on YouTube and/or Vevo. Producer grants no other synchronization rights to Licensee;

## Synchronization Rights

The Licensor hereby grants synchronization rights for 1,000,000 monetized audio and video streams. A higher license will need to be purchased for more monetized video streams such as , “unlimited-lease” or “exclusive-rights”.

## Ownership

The Licensor maintains 100% full rights (copyright 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 individual purchases exclusive rights to your licensed Instrumental you will retain your non-exclusive rights under the limitations listed in this agreement and until these terms have been fulfilled.

In the event that Licensee wishes to register his/her interests and rights to the underlying \_\_\_\_\_ composition of the New Song with their Performing Rights Organization (“PRO”), Licensee \_\_\_\_\_ must simultaneously identify and register the Producer’s share and ownership interest in the \_\_\_\_\_ composition to indicate that Producer wrote and owns 50% of the composition in the New \_\_\_\_\_ Song and as the owner of 50% of the Publisher’s share of the New Song. Producer shall be \_\_\_\_\_ registered as "**Paweł Tugeman**" (ASCAP) IPI Number 742848810.

## Credit

The Licensee must give production credit to the Licensor for any and all distributed material (also on online platforms). This can be done in or on the CD booklet or outside cover, in the song or video descriptions. The Licensee must give production credit to the Licensor as “lazyridabeats” (e.g. “Prod.lazyridabeats (www.lazyridabeats.com)” or “Beat: lazyridabeats (www.lazyridabeats.com)”).

Licensee must supply the Licensor with at least one (1) copy of each final recording made using the Instrumental (download link to lazyridabeats@gmail.com).

By receiving this contract via email, you automatically agree to the terms stated above and gain non-exclusive rights to the Instrumental.

{TRACK\_TITLE}

Amount: {TRACK\_PRICE} USD

## INFORMATION CLAUSE ON THE PROTECTION OF PERSONAL DATA:

1)The administrator of your personal data is MITEL Mitura Wiesław, 08-110 Siedlce, ul. No. 125, NIP 8211009143, Regon 711646460;

2) You can contact the administrator in writing, by traditional mail on address: ul. Południowa 125, 08-110 Siedlce or e-mail: wieslaw.mitura@mitelteam.pl;

3)Data Protection Officer at MITEL Mitura Wiesław, ul. Południowa 125, 08-110 Siedlce, was not appointed;

4)Your personal data will be processed by the Administrator and its partners commercial in order to provide services related to the production of works

in accordance with the Law on the Protection of Personal Data of 29 August 1997. (Journal of Laws of 1997, No. 133, item 883) and the Regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in

connection with the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (RODO);

5) Providing data is necessary to conclude a contract, if no data is provided it is possible to conclude a contract (license);

- 6) Your personal data will be transferred to a third country / organization international;
- 7) Your personal data will be stored for a period of 10 years;
- 8) You have the right to:
  - requests from the Administrator to access their personal data, correct them, removing or limiting the processing of personal data,
  - object to such processing,
  - data transfer,
  - lodging a complaint to the supervisory body,
  - withdrawal of consent for the processing of personal data.
- 9) You are not subject to automated decision making, including profiling

