

BigHale Beats Basic (MP3) License Agreement

Thank you for licensing from BigHale Beats. We appreciate your business, and we hope our

production helps you create a song you are proud of. This is a legal document granting you the right to use the beat(s) (hereinafter referred to as the “Composition(s)”)Please fill out, sign and keep for your own records.

THIS LICENSE AGREEMENT is made today on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Effective Date") by and

between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Licensee”) and BigHale Beats

(hereinafter referred to as the "Licensor").

Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work (hereinafter referred to as "Composition") as of and prior to today. The Composition, including the music thereof, was composed by BigHale Beats ("Songwriter") managed under the Licensor.

**All licenses are non-refundable and non-transferable.**

**Master Use.​**The Licensor hereby grants to Licensee a non-exclusive license to record vocalsynchronization to the Composition partly or in its entirety and substantially in its original form ("Master Recording")

**Mechanical Rights.​**The Licensor hereby grants to Licensee a non-exclusive license to use MasterRecording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disk, digital downloads, other miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, the "Recordings", and individually, a "Recordings") worldwide for up to the pressing or selling a total of​**Five Hundred (500)​**copies of such Recordings or any combination of such Recordings. Additionally licensee shall be permitted to distribute Unlimited free internet downloads or streams for non-profit and non-commercial use. This license allows up to **Five**​ **Thousand (5,000)​**monetized audio streams to sites like (Spotify, RDIO, Rhapsody). Songs can be posted on Youtube as audio or music videos, but are not eligible for monetization on YouTube

**Performance Rights.​**The Licensor hereby grants to Licensee a non-exclusive license to use theMaster Recording in ​**Unlimited​**non-profit performances, shows, or concerts. Licensee may receive compensation from performances with this license.

**Synchronization Rights.​**The Licensor hereby grants limited synchronization rights for ​**One (1)** music video streamed online (Youtube, Vimeo, Instagram, Facebook, etc..) for up to ​**5,000​**video streams on all total sites. A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.

**Broadcast Rights.** The**​** Licensor hereby grants to Licensee broadcasting rights up to **1​**​RadioStations.

**Credit. ​**Licensee shall acknowledge the original authorship of the Composition appropriately andreasonably in all media and performance formats under the name "The BigHale (BigHale Beats)" in writing where possible and vocally otherwise.

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

**Audio Samples.​**3rd party sample clearance is the responsibility of the licensee.

**Miscellaneous.​**This license is non-transferable and is limited to the Composition specified above,constitutes the entire agreement between the Licensor and the Licensee relating to the Composition, and shall be binding upon both the Licensor and the Licensee and their respective successors, assigns, and legal representatives.

**Governing Law.​**This License is governed by and shall be construed under the law of the CA UnitedStates of America, without regard to the conflicts of laws principles thereof.

**Term.​**Executed by the Licensor and the Licensee, to be effective as for all purposes as of theEffective Date first mentioned above date.

If the foregoing confirms both Licensor’s and Licensee’s understanding, kindly so indicate by signing below.

**Signatures:**

Matthew Hale, CEO BigHale Beats *Licensor*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*Licensee*​