

TWELV2ZERO, LLC

NON EXCLUSIVE INSTRUMENTAL/BEAT CONTRACT

The Producer (hereinafter referred to as the "Licensor") in accordance with the terms stated in this agreement gives __Purchaser__ (hereinafter referred to as the "Licensee") a license to lease a non-exclusive beat purchased from Twelve2zero, LLC.

RIGHTS GRANTED TO THE LICENSEE

Licensee does have the worldwide, non-exclusive, nontransferable right for the use of the Music as long as additional audio/visual performances are recorded with our musical compositions (hereinafter referred to as "synchronization") The licensee is granted permission to sell or broadcast only in synchronization or mechanical reproduction with other visual or audio performances (vocals) added by Licensee. Licensee has distribution, performance and radio rights as long as they adhere to the following restrictions. Licensee understands that the rights that are being granted to the Licensee in this Agreement are non-exclusive and that the Licensor will have the full authority and full right to issue other parties the right to use the Original Instrumental Composition that is being licensed in this agreement.

- 1) The Licensee expressly FORBIDS resale or other distribution of the Twelve2zero, LLC, compositions, either as they exist or any modification thereof. You CANNOT sell, loan, rent, lease, assign, remix, rearrange, remove any melodies, instruments, drum programming or transfer all OR any of the products sold or their rights under Twelve2zero, LLC to another user (example - Record Label, another production company, another producer), or for use in any competitive product.
- 2) The Licensee understands that the Original Instrumental Composition that is being licensed in this agreement does not contain any unapproved samples. The Licensee also understands that they are responsible for clearing all samples that they choose to use and that the Licensor cannot and will not be held liable for the misuse of any sampled material that the Licensee uses in conjunction with the Original Instrumental Composition that is being licensed in this agreement.
- 3) Licensee cannot resell, lease or license any compositions to another user without written permission from licensor. The Licensee understands that The Licensor maintains 100% copyright and ownership of the Original Instrumental Composition that is being licensed in this agreement, and the Licensee has neither the right nor authority to sell or license the rights to the Original Instrumental Composition weather in whole or part to any other party.
- 4) Licensee cannot use beat compositions as a background element in TV, Film and DVD projects without obtaining written consent and or another license agreement.
- 5) Licensee must include on all productions the producer's name. Licensee agrees to display this statement on all physical media containing a portion or sum of the Original Instrumental Composition that is being licensed in this agreement. Including but not limited to CD's, CD covers, Cassette tapes, Cards, etc.

Example Credits

Music produced by [Twelve2zero, LLC].

MP3 Files Must Include - Produced by [Twelve2zero, LLC].

6) Licensee may sell completed work using music from Twelve2zero, LLC in any format.

7) Licensee must contact and inform licensor of CD sales exceeding 3,000 units. Licensor is only bound to this particular agreement until sales exceed 3,000 records distributed and sold at which licensor and licensee will adhere to another fair and honorable agreement. Licensor will remain copyright holder.

8) Use of the Twelve2zero, LLC Exclusive Producer's compositions in isolation (without synchronization of vocal performance) is not permitted without obtaining a special Twelve2zero LLC Exclusive Producer's compositions for Radio Broadcast, Commercial Advertisement, Television Broadcast, Video Games, Internet, On-hold & In House Background Music, or film Soundtracks you must contact the Twelve2zero, LLC Exclusive Producer directly in order to be granted such license.

PERFORMANCE AGREEMENT

1) Licensee has the right to perform with the Twelve2zero, LLC Exclusive Producer's music in public. If a the Twelve2zero LLC, Exclusive Producer's music composition purchased by licensee is exploited regionally, nationally or worldwide via radio, television, motion picture or in any other form of entertainment, licensee must contact licensor so that licensor can take proper steps in obtaining any performance royalties generated.

2) Licensor is the sole owner of the music referred to in this agreement. Licensee has no ownership of the Twelve2zero, LLC Exclusive Producer's copyrights.

3) Licensee must comply with every aspect of this agreement or this license will be terminated.