



“MONETIZATION” NON-EXCLUSIVE BEAT LICENSING AGREEMENT THAIBEATS NEW ORDER: SND32585_0371745001628410845 - Monetization License

THIS LICENSE AGREEMENT is made **Aug/08/2021** ("Effective Date") between "**THAIBEATS**", located in **Norway**, the Licensor from now on referred to as the ("**Licensor**"), and "**Yuan Liu**" also known as "**Yuan Liu**", located in "**定西路457, 兰州 甘肃, CN 730046**" from now on referred to as the ("**Licensee**").

By this agreement, the Licensor in consideration of the full payment of **\$69.99 USD** grants to the Licensee limited rights set out below in the copyrighted musical composition **At Nights** from now on referred to as ("**the Beat**").

The parties hereby agree that this license agreement and all audio files are delivered only upon full payment of the consideration as set out above. By purchasing and received this agreement, the Licensee agrees to the terms that any sale pursuant to this agreement is **final** and **non-refundable**.

1. LICENSE

Subject to the restrictions in **Section 3** hereof, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, time-limited, license, to create **one (1) Final Work** from the Beat by incorporating a vocal melody and lyrics ("Meaningful Additions") to the Beat (the Beat once combined with such Meaningful Additions, the "**Final Work**") for public dissemination (the "License"), solely in connection with promoting Licensee's music. Notwithstanding the foregoing, Licensee shall have no rights to exploit the Beat separate and apart from its inclusion in a Final Work as authorized hereunder. Licensee is not permitted to distribute the Beat, other than to the extent the Beat is incorporated into a Final Work (and then subject to the terms of this agreement).

For the avoidance of doubt, this license is non-exclusive, and the Licensor may continue to license the Beat to other third parties.

1.1 Licensor Likeness Rights. Unless otherwise indicated on the Agreement and Receipt, Licensee shall have no right to use the Licensor's name, stage-name, image, or other indicia of Licensor's identity and persona to market and promote the Final Work. If the Agreement and Receipt specify that the Beat is licensed "with Likeness Rights" Recipient shall be required to provide attribution to Licensor on all distributions of the Final Work by including "**Produced by THAIBEATS and Co-written by THAIBEATS**" in the "**credits**" or "**personnel**" sections attached to all distributions of the Final Work, including without limitation, in any liner notes and meta-data.

2. BEAT RIGHTS RETAINED BY LICENSOR

Copyright ownership of the Beat shall be retained in the Licensor, and the Licensee shall not reserve the right to exercise any right of ownership over the Beat which includes but is not limited to loaning, renting, sharing, uploading, or reselling the Beat. The Licensee shall not also reserve the right to re-assign rights

to the Beat to any party, either in whole or in part.

Upon the execution of this agreement, the Licensor shall reserve the right to continue to transfer or license any and all rights to the Beat to any other parties for any purpose, exclusively or non-exclusively. Any such subsequent exercise of ownership rights by the Licensor shall be without prejudice to the existing Licensee's full rights in line with their agreement with the Licensor.

3. RESTRICTIONS AND LIMITATIONS

1. **Release and Distribution Rights:** Licensee shall **ONLY** release or distribute the Final Work through only the following platform: **Social Media**, and **Online Website** with the right to monetize.
2. **Audio/Video Streams:** Licensee has the authority strictly limited to **five hundred thousand (500,000)** cumulatively from all platforms.
3. **Public Performance Registration:** Licensee has **no right to register** to the Final Work with any public performance rights organization (PROs such as PRS, ASCAP, BMI, or SESAC..)
4. **Performing Rights:** Licensee has the permission to perform with limited up to **six (6)** performing rights.
5. **Broadcasting Rights:** Licensee has the permission to broadcast with limited up to **six (6)** broadcasting rights. Including Use for radio, podcasting, game streaming, and live streaming platforms.
6. **Synchronization Rights:** Licensee has **no permission** to synchronize: Including use for film, trailer, theatrical, television, video games, soundtrack, ads video and over-the-top media services (e.g Netflix, Disney+, etc..)
7. **Earning Right:** The Licensee has a mandatory duty to inform Licensor of total earning immediately, where the Final Work is used for all purposes with a record label or any company with gross revenue of over **one thousand (1,000) USD**, the Licensor shall receive a revenue split **20% royalties and publishing rights** share. The Licensee has the duty to inform all kinds of compensation or transactions to the Licensor within 6 months period via email or split sheet.
8. **Content ID Registration rights:** The right of registering the Final Work shall be reserved by only the Licensor. It is prohibited under this agreement for the Licensee to register or attempt to register the Final Work and/or the Beat with the YouTube ContentID or any similar recognized AudioID services.

Definitions for the platform:

- **Social Media:** Facebook, Instagram, Twitter, TikTok, Triller, and similar websites.
- **Online Website:** YouTube, SoundCloud, AudioMack, Twitch, and similar websites.
- **Streaming Services:** Spotify, Apple Music, Tidal, JOOX, Melon, NetEase Cloud Music, YouTube Music, Amazon Music, Deezer, Napster, Yandex Music, BOOM, Gaana, and similar services.
- **Podcast Services:** Spreaker, Transistor, PodBean, Simplecast, Captivate, and similar services.

The Licensee's right for distribution and streaming of the Final Work under this Agreement immediately lapses when distribution or streaming reaches its limits per **Section 3.2**. The Licensee must Renewal or Upgrade the license before Licensor can recommence exercising any rights over the song.

In any event, where the Licensee continues to distribute or stream the Final Work after lapse of the Licensee's rights to do so under this Agreement pursuant to the paragraph above, total copyright interests in any Final Work composition and master recording shall be irrevocably transferred from the Licensee to the Licensor from the time the License lapsed.

Where the Beat has not already been exclusively licensed to another party, the Licensee may apply to extend the distribution and streaming limits of the New Song by executing a new agreement with the Licensor. The Licensor reserves the right to exercise absolute discretion on whether or not to execute a new agreement with the Licensee.

4. **COMPENSATION**

In exchange for the License, the Licensee shall pay the fee (the "Fee") of total **\$69.99 USD**. Payment for this License is **non-refundable**. If the Licensee fails to account to the Licensor timely and complete the payments provided for hereunder, including having insufficient bank balance, all terms will be null and void. If payment is refunded to the Licensee, this license will automatically become null and void and all usage rights will be revoked. Such termination shall render the recording, manufacture and/or distribution of Recordings for which monies have not been paid subject to and actionable as infringements under applicable law, including, without limitation, the United Kingdom Copyright Act, as amended.

5. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

Licensor represents, warrants, and covenants that (i) Licensor owns, or controls the copyright in the composition and master recording of the Beat; (ii) to the extent any third-party intellectual property ("Third-Party IP") has been incorporated into the Track, Licensor has obtained all necessary rights from all applicable third-parties for (x) the inclusion of such Third-Party IP in the Track, and (y) Licensor to be able to grant the rights to Licensee contemplated herein with no consents required of, or any additional costs due to, any third party for any use of the Beat by Licensee made by this Agreement; and (iii) that the Beat, as provided to Licensee, does not infringe or misappropriate the intellectual property rights or any other rights of any third party.

6. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

1. Licensor will indemnify, defend, and hold harmless Licensee and THAIBEATS and their respective officers, directors, members, managers, employees, and agents from and against any damages, losses, costs, expenses, and liabilities (including reasonable attorneys' fees) incurred by such parties in connection with any third-party claim, action, or proceeding based on or arising from Licensor's breach of any of the representations, warranties, or covenants of Section 5.
2. Licensee will indemnify, defend, and hold harmless Licensor and THAIBEATS and their respective officers, directors, members, managers, employees, and agents from and against any damages, losses, costs, expenses, and liabilities (including reasonable attorneys' fees) incurred by such parties in connection with any third-party claim, action, or proceeding based on or arising from any allegation that

the Final Work infringes upon the intellectual property rights or other proprietary rights of any third party, other than to the extent such Losses are covered under Section 6.1 above.

7. TERMINATION

1. If the Licensee is in material breach of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice, the Licensor may terminate this Agreement.
2. This Agreement (and the License) shall automatically terminate upon the earlier of the following: (i) the date that is **two (2) years** from the date of purchase of the License as indicated on the "Effective Date" or the Final Work having reached a restriction of the "**Section 3. RESTRICTION**" and combined count of the number restriction of streams across the Release and Distribution Rights in **Section 3.1**.
3. Upon any termination or expiration of this Agreement, all rights in the Final Work, other than with respect to any Meaningful Additions, and the Track shall revert to the Licensor, and all Sections of this Agreement (other than those specified in Section 7.4 below) shall hereby terminate.
4. Upon any termination or expiration of this Agreement, Sections 3-8 shall survive.
5. Following termination of this Agreement, Licensee shall use reasonable efforts to remove the Final Work from the Streaming Services. For the avoidance of doubt, any physical embodiment of the Final Work created and distributed during the term of this Agreement by or on behalf of Licensee in accordance with this Agreement does not need to be recovered, destroyed, or otherwise reverse distributed upon the expiration or termination of this Agreement.
6. Licensor has full authority to terminate this License and Agreement upon Licensee violate section 3.8.

8. GENERAL

Licensor is an express, intended, third-party beneficiary under this Agreement. Neither Party may assign this Agreement without the prior, written consent of the other Party. This Agreement, forms the entire agreement between the Parties with respect to the Track and overrides any and all prior agreements or negotiations between the Parties with respect to the Track. No changes or modifications or waivers to this Agreement will be effective unless in writing and agreed to by both Parties (including via e-mail). If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement remains in full force and effect and enforceable. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the Norwegian Government, without reference to the choice of law rules thereof. Headings herein are for convenience of reference only and in no way affect the interpretation of the Agreement.

9. COPYRIGHT AND ROYALTIES

Proprietary interest over copyrights in the Final Work and the master sound recording shall be shared as follows:

- Publishing Copyright ("Songwriter/Publishing"): 80% to the Licensee, 20% to the Licensor.
- Master Sound Recording Copyright ("Final Work"): 100% to the Licensee.

If any of the two copyright listed above (Licensor's Royalties) is exploited, the Licensor shall in the proportion set out in the paragraph above, receive an income of any kind and from any source.

The Licensee must disclose the Licensor's copyright proprietary interest proportion ("split sheet") to all material parties, including the Licensee's record label, aggregator, distributor, and publisher.

The Licensee shall also have a duty to disclose Licensee's copyright proprietary interest proportion where Licensee registers the Final Work with any copyright authority worldwide (i.e. United States Copyright Office) or with any Performing Rights Organization worldwide (i.e. ASCAP, PRS etc.).

The Licensee shall forward and inform all material parties mentioned above to forward to the Licensor, all Licensor's Royalties. The said Licensor's Royalties shall be forwarded to the seller directly and expeditiously.

10. DELIVERY OF THE BEAT

Delivery of the Beat shall be done by the Licensor following: **MP3 (320kbps) file and WAV (24-bit) file.**

11. TERM

This Agreement shall be for a term of **four (4) years** beginning on the "Effective Date" first mentioned above.

12. ELECTRONIC SIGNATURES

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include email versions of an original signature or electronically scanned and transmitted versions (e.g., via PDF) of an original signature.

13. ACCEPTANCE OF THIS AGREEMENT

By receiving and downloading this contract via receipt page and email, you automatically agree to the terms stated above and gain non-exclusive rights to the Beat. Any breach of this contract will result in this agreement automatically becoming null and void, resulting in the revocation of any usage rights. Should these privileges be revoked, the Licensee understands that selling any recordings that contain any sum or portion of the Beat being licensed in this agreement, without written permission from the Licensor would constitute a violation of copyright law punishable by legal action.

- **Licensor digital signature:** Suksan (Executive Producer and Founder of THAIBEATS) - Signed date: 03/09/2021
- **Licensee digital signature:** Yuan Liu (Yuan Liu) - Signed date: 03/09/2021, IP:

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Contact Information:

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