

## NON-EXCLUSIVE PREMIUM LEASE AGREEMENT

This Non-Exclusive Premium Lease Agreement (the "Agreement") is entered into by and between Nate, operating as Beats By Nate (the "Licensor"), email at [BBNHits@gmail.com](mailto:BBNHits@gmail.com), and BMI IPI number 00712288355, and the individual or entity purchasing the lease (the "Licensee"), effective as of the date of payment as indicated on the corresponding PayPal invoice (the "Effective Date").

The Licensor is the creator and owner of certain musical compositions and sound recordings, including the instrumental beat purchased by the Licensee (the "Beat"). The Licensee desires to obtain a limited, non-exclusive license to use the Beat subject to the terms and conditions set forth herein.

### Beat Details:

- Produced by: Nate (Beats By Nate)
- Lease Type: Premium Lease (Non-Exclusive)
- File Delivered: Untagged WAV

**Validation of Agreement:** This Agreement becomes valid and binding upon the Licensee's possession of: (1) this Agreement document, and (2) a corresponding PayPal invoice receipt issued by the Licensor from the email address [BBNHits@gmail.com](mailto:BBNHits@gmail.com), confirming payment for the Beat. This Agreement applies to the specific Beat identified in the PayPal invoice. No physical or electronic signatures are required; the Licensee's payment and possession of both documents constitute full acceptance of these terms and grant the Licensee the rights outlined herein. The Licensee is responsible for retaining both documents as proof of the lease. In the event of any dispute, the PayPal invoice shall serve as conclusive evidence of the Effective Date and payment.

**1. Grant of Rights.** Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a limited, non-exclusive, non-transferable, revocable license to use the Beat for limited commercial purposes. Such purposes include, without limitation, synchronizing the Beat with vocals, lyrics, or other instruments to create one (1) new musical composition (the "New Work"). The Licensee may distribute, perform, and exploit the New Work commercially, subject to the following caps: (i) up to 5,000 units sold (physical or digital); (ii) up to 50,000 monetized streams across all platforms; (iii) one (1) music video; and (iv) unlimited non-profit performances. Distribution is permitted on streaming platforms (e.g., Spotify, Apple Music), social media, and for limited sales, provided that total usage does not exceed the specified limits. For clarity, if any cap is reached, the Licensee must immediately cease further commercial exploitation and upgrade to a higher-tier license from the Licensor. Non-commercial

uses (e.g., personal demos or mixtapes) are also permitted without limitation, consistent with the caps for commercial activities.

**2. Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of ten (10) years or until any of the usage caps in Section 1 are reached, whichever occurs first (the "Term"). Upon expiration or termination of the Term, all rights granted herein shall automatically terminate, and the Licensee must immediately cease all use, distribution, and exploitation of the Beat and any New Work incorporating the Beat, unless a renewal or new license is obtained from the Licensor at the then-current rates and terms.

**3. Payment.** In consideration for the rights granted herein, the Licensee has paid to the Licensor a one-time, non-refundable fee in the full amount specified on the PayPal invoice, as evidenced by the invoice receipt. This payment constitutes full compensation for the non-exclusive license, and no additional fees or royalties are due unless otherwise agreed in writing or required due to exceeding usage caps.

**4. Credit Requirement.** In any and all uses of the Beat or New Work, including but not limited to track listings, metadata, social media posts, video descriptions, liner notes, album artwork, or promotional materials, the Licensee shall provide appropriate production credit to the Licensor as "Prod. by Nate" or "Beats By Nate." Failure to provide such credit shall constitute a material breach of this Agreement.

#### **5. Limitations and Restrictions.**

**a.** The Licensee shall not alter, remix, edit, or otherwise modify the Beat (including but not limited to changing tempo, adding effects, or removing elements) without the prior written consent of the Licensor.

**b.** Synchronization rights are limited to one (1) music video as specified in Section 1; no further synchronization, performance, mechanical, or other rights are granted for use of the Beat in additional audiovisual works, including films, television, advertisements, podcasts, broadcasts, or any other media, without the Licensor's prior written approval and additional licensing.

**c.** The Licensee shall not resell, sublicense, assign, or transfer this license or any rights granted herein to any third party without the Licensor's prior written approval.

**d.** The Licensor retains full ownership, copyright, and all other rights in and to the Beat, including the right to continue leasing or selling non-exclusive or exclusive rights to the Beat to other parties. In the event the Licensor sells exclusive rights to the Beat to a third party during the Term, the Licensee's non-exclusive rights shall remain in effect until the expiration of the Term or until usage caps are reached.

**e.** The Beat shall not be used in any manner that is unlawful, defamatory, obscene, or infringing upon the rights of any third party, including but not limited to promoting illegal

activities or violating intellectual property rights.

f. The Licensee is solely responsible for obtaining any necessary clearances for samples, interpolations, or third-party elements incorporated into the New Work. The Licensor makes no representations regarding sample clearances in the Beat. Usage beyond the specified limits requires an immediate upgrade to a higher license, and failure to do so shall constitute a breach.

**6. Royalties and Ownership.** The Licensee shall retain one hundred percent (100%) of all master royalties generated from the New Work up to the usage caps specified in Section 1; any excess usage shall require an upgrade, and the Licensor may then be entitled to a share as per the upgraded license terms. No publishing royalties or shares are split or due to the Licensor under this Premium Lease. The Licensor retains one hundred percent (100%) ownership of the Beat, including all copyrights, publishing rights, master recording rights, and any other intellectual property rights therein (Licensor's BMI IPI number: 00712288355). The Licensee shall own only the new elements added by the Licensee to create the New Work (e.g., vocals or lyrics), but shall have no ownership interest in the underlying Beat.

**7. Representations, Warranties, and Indemnification.**

a. The Licensor represents and warrants that: (i) they are the sole owner of the Beat or have all necessary rights to grant this license; and (ii) to the best of their knowledge, the Beat does not infringe upon the intellectual property rights of any third party.

b. The Licensee represents and warrants that their use of the Beat will comply with all applicable laws and the terms of this Agreement, including monitoring and not exceeding usage caps.

c. The Licensee agrees to indemnify, defend, and hold harmless the Licensor, its affiliates, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (i) the Licensee's breach of this Agreement; (ii) the Licensee's use of the Beat or New Work; or (iii) any uncleared samples, third-party claims, unauthorized distributions, or exceedance of usage caps by the Licensee.

**8. Termination.** This Agreement may be terminated immediately by the Licensor upon written notice to the Licensee if the Licensee materially breaches any provision hereof (e.g., exceeding usage caps, engaging in unauthorized commercial use, failing to provide credit, or violating restrictions). Upon termination or expiration, the Licensee must immediately cease all use, distribution, and exploitation of the Beat and New Work, and destroy or delete all copies thereof in their possession or control. Termination shall not relieve the Licensee of any obligations accrued prior to termination, including indemnification or payment for upgrades if caps were exceeded.

**9. Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts located in Phelps County, Missouri, and the parties hereby consent to the personal jurisdiction and venue of such courts.

**10. Miscellaneous.**

**a. Entire Agreement.** This Agreement, together with the PayPal invoice, constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written. No amendments, modifications, or waivers shall be effective unless in writing and signed by both parties.

**b. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**c. Notices.** All notices required or permitted hereunder shall be in writing and delivered via email to the Licensor at [BBNHits@gmail.com](mailto:BBNHits@gmail.com), or to the Licensee at the email address provided during purchase.

**d. No Waiver.** The failure of either party to enforce any provision shall not constitute a waiver of that or any other provision.

**e. Assignment.** The Licensee may not assign this Agreement without the Licensor's prior written consent. The Licensor may assign this Agreement without notice.

**f. Force Majeure.** Neither party shall be liable for delays or failures in performance caused by events beyond their reasonable control, such as acts of God, war, or natural disasters.

By proceeding with the purchase and possessing this Agreement and the PayPal invoice, the Licensee acknowledges that they have read, understood, and agree to be bound by all terms herein.