

MELODY MADNESS VOLUME 1 - LICENSE AGREEMENT

Thank you for choosing Joe T College. ("Joe College"). In purchasing **Melody Madness Volume 1**, you agree to the following terms and conditions ("Agreement"), which shall become effective immediately upon your downloading of the applicable Sample:

1. **Introduction:** Joe College is the authorized administrator thereof, of the "sample", which consists of an instrumental sound recording, as well as the musical composition underlying that sound recording; you wish to obtain a non-exclusive license to utilize the Sample in your original sound recording and musical composition; and we wish to grant such a non-exclusive license to you pursuant to the terms set forth herein. Joe College, Joe T College and Joseph T College are all pseudonyms of and representative of the creator of the sample, Rashan Cole and his brand.
2. **Definitions:** The following definitions shall apply to this licensing agreement: (a) **"New Work"** shall refer to your original sound recording and underlying musical composition incorporating use of the Sample; (b) **"Sample"** shall refer individually and collectively to the sound recording(s) and underlying composition(s) performed on the sample or sample pack licensed hereunder, excluding any and all compositions found in the folder labeled **"Bonus Music"**, these compositions are for promotional uses only and all rights are reserved by Joe College and Nuff Lyrics Recordings; (c) the **"Territory"** of this Agreement shall be worldwide.
3. **License Granted:** Following your full payment of the Fee, set forth below, we hereby grant to you a non-exclusive license ("License") in the Instrumental Composition and the Instrumental Master to: (i) incorporate the Sample into the New Work; (ii) publicly perform, and permit the public performance of the New Work utilizing the Sample; (iii) reproduce, distribute, and sell, commercially or otherwise, via any media now known or hereafter devised, whether such is the first or a subsequent recording, **an unlimited number of audio-only physical copies or permanent digital downloads and up to ten-million (10,000,000) audio-only streams** of the New Work which is released and distributed independently and not through a so-called "major label", including Universal Music, Sony Music, Warner Music, or a subsidiary thereof, or on a so-called "major independent" label or major independent distributor, such as large independent distributor/labels such as Ryko, Caroline, InGrooves, The Orchard, Rounder, Kobalt/AWAL, BMG, ADA, Alamo, Empire, 300, E1 or comparable labels; and (iv) combine the New Work utilizing the Sample with visual images to create **a maximum of one (1) "music video" or other promotional video for the Derivative Work for an unlimited number of streams.** As good and valuable consideration for the License granted in the Sample, you shall pay to Joe College via PayPal, or an alternative method agreed to by Joe College and you, an upfront, non-refundable fee prior to your downloading of the Sample of: (a) **twenty five dollars (\$25) for a license to utilize the mixed version of the Sample;** You shall not be required to pay any additional consideration or "royalties" to Joe College for use of the Sample within the scope of the License, including, but not limited to, royalties or publishing income generated from use of the New Work within the scope of the License, subject to the limitations set forth in Section 4 below.
4. **Limitation of License:** The License granted herein is non-transferable by you to any third party, including, but not limited to, a record label or distributor; any attempts or desire to do so will require the negotiation and execution of a separate licensing agreement between Joe College and all parties involved setting forth: (a) co-producer credit; (b) a producer advance in an amount to be negotiated in good faith between Joe College and the parties; and (c) the following additional compensation: (i) twenty-five percent (25%) ownership of the copyright in the underlying musical composition

performed on the New Work (inclusive of twenty-five percent (25%) of the so-called "writer's share" and twenty-five percent (25%) of the so-called "publisher's share") and a producer royalty of one and one-half percent (1.5%) of the PPD or "net income" equivalent where the Sample constitutes thirty (30) seconds or more of total playing time on the New Work; (ii) fifteen percent (15%) ownership of the copyright in the underlying musical composition performed on the New Work (inclusive of fifteen percent (15%) of the so-called "writer's share" and fifteen percent (15%) of the so-called "publisher's share") and a producer royalty of three-quarters of one percent (0.75%) of the PPD or "net income" equivalent where the Sample constitutes more than ten (10) seconds and less than thirty (30) seconds of total playing time on the New Work; or (iii) ten percent (10%) ownership of the copyright in the underlying musical composition performed on the New Work (inclusive of ten percent (10%) of the so-called "writer's share" and ten percent (10%) of the so-called "publisher's share") and a producer royalty of one-half of one percent (0.5%) of the PPD or "net income" equivalent where the Sample constitutes ten (10) seconds or less of total playing time on the New Work. In addition, any use of the New Work utilizing the Sample in a commercial audiovisual work, including, but not limited to, television, film, or advertising, will require separate sync and master use licenses, the terms of which shall be negotiated in good faith by the parties.

5. **Term of License:** The term of the License shall commence upon your full payment of the Fee and shall continue thereafter until sales or streams of the New Work exceed the scope of the License or you commit a breach of the terms of this agreement, at which time the term of the License shall expire. Following expiration of the License term, any and all rights and permissions granted to you hereunder shall terminate, and you shall immediately remove the Sample from the New Work and related audiovisual works, and otherwise refrain from any use whatsoever of the Sample, unless and until a new licensing agreement is entered between Joe College and you.
6. **Copyright Ownership in the Sample:** Joe College, who is the creator of the Sample, shall retain sole and exclusive ownership of one-hundred percent (100%) of the copyrights in and to the Sample, inclusive of the sound recording and underlying musical composition performed on the Sample, subject to the License set forth above, for the life of the copyrights therein, inclusive of renewals and extensions, throughout the Territory.
7. **Warranties and Indemnification:** Joe College shall not be responsible for any elements, other than the Sample, contained in the New Work, which are deemed to violate the rights or liabilities of any individual or entity. You agree to indemnify Joe College and his writers, performers, creators, principals, partners, and affiliates (the "Indemnified Parties") and hold the Indemnified Parties harmless against any damages, costs, and fees, including attorneys' fees, incurred by the Indemnified Parties in any claim, suit, litigation, or proceeding instituted against or by the Indemnified Parties and arising out of any breach or claimed breach by you of any covenant, warranty, or representation made by you in connection with this licensing agreement or your use of the Sample in the New Work. Without limiting any of Joe College's other available remedies, Joe College shall be entitled to seek injunctive relief as a result of your breach of any covenant, warranty, or representation made by you hereunder. Each party warrants and represents that it is under no disability, restriction, or prohibition with respect to the ability to legally enter this licensing agreement and fully comply with all of its terms and conditions and that no act or omission hereunder will violate the rights or liabilities of any person.