



UNLIMITED STEMS AGREEMENT

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All licenses are non-refundable and non-transferable.

Master Recording

The Licensor hereby grants the Licensee the right to record vocal and/or instrumental synchronization to any or all parts of the Instrumental. The Licensee understands that their non-exclusive usage of the Instrumental is limited to one new composition and if the Licensee wishes to use the Instrumental in other new compositions, then the Licensee must obtain another license to use the Instrumental from the Licensor. The Licensee also agrees to refrain from editing the Instrumental that is being licensed in this agreement, by changing the arrangement of the Instrumental or by removing any melodies, instruments, drum programming or sounds that are contained within the Instrumental.

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Synchronization Rights. The Licensor hereby grants limited synchronization rights for **unlimited** music video streamed online (Youtube, Vimeo, etc..) for up to **unlimited non-monetized** 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 no broadcasting rights.

Registering the New Song with your PRO

In the event that Licensee wishes to register his/her interests and rights to the underlying composition of the New Song with their Performing Rights Organization ("PRO"), Licensee must simultaneously identify and register the Licensor's / Producer's share and ownership interest in the composition to indicate that Licensor wrote and owns 50% of the composition in the New Song and as the owner of 50% of the Publisher's share of the New Song.

Name Jay Manuel PRO: BMI IP Name #01017934565

Credit. Licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats under the name "**Jay Thomas Manuel (Mini Producer)**" in writing where possible and vocally otherwise.

Consideration. In consideration for the rights granted under this agreement, Licensee shall pay to licensor the sum of **\$40** US dollars and other good and valuable consideration, payable to "**Jay Thomas Manuel (Mini Producer)**", receipt of which is hereby acknowledged. If the Licensee fails to account to the Licensor, timely complete the payments provided for hereunder, or perform its other obligations hereunder, including having insufficient bank balance, the licensor shall have the right to terminate License upon written notice to the Licensee. Such termination shall render the recording, manufacture and/or distribution of Recordings for which monies have not been paid subject to and actionable infringements under applicable law, including, without limitation, the United States Copyright Act, as amended.

Indemnification. Accordingly, Licensee agrees to indemnify and hold Licensor harmless from and against 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, does not convey or grant any right of public performance for profit, 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 GA United States of America, without regard to the conflicts of laws principles thereof.

Term. Executed by the Licensor and the Licensee, to be effective for all purposes as of the Effective Date first mentioned above and will not expire.

Delivery of the Beat:

Licensor agrees to deliver the Beat as a high-quality **MP3**, as such terms are understood in the music industry.

Licensor shall use commercially reasonable efforts to deliver the Beat to Licensee immediately after payment of the License Fee is made. Licensee will receive the Beat via email, to the email address Licensee provided to Licensor.

- Licensee, owns 50% of the writers share.

- Jay Thomas Manuel (BMI), owns 50% of the writers share.