

COSTMORE PRODUCTIONS

LICENSE AGREEMENT

NON-EXCLUSIVE RIGHTS

Reco: _____
Fee: _____ (USD)
License #: _____

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AGREEMENT made and entered into as of 01/01/2010 (DATE) by and between
Ismael W. TINTA (hereinafter Producer/Licensor) and
Kim JAMES (hereinafter the Artist/Licensee)

This is a non-exclusive license agreement (hereinafter called "Agreement"), between the two parties entered hereabove. By purchasing a single beat sold under Dunbooctiv.com, you automatically agree to be bound to the terms and conditions of the license agreement, which are as follows:

❖ [Non-Exclusive License](#)

This non-exclusive hereby Dunbooctiv grants you a limited and irrevocable right to use a recorded music including a musical composition and sounds. The licensed music shall hereinafter be called the "Recording".

- The term ("Term") of this license is: Perpetuity.
- The territory ("Territory") covered by this license is: Worldwide.
- The Licensing ("Fees") is: *Royalty-free.

**Royalty-free is a term that refers to Recording that has no additional fees to pay once the item has been bought. It is purchased once and can be used again and again as long as you want. Since it has no additional license payments it is classed as royalty free.*

Once you purchase a non-exclusive license, you can use the Recording for as long as you want, as all media, methods, manner and formats (excluding templates) now known or hereafter devised.

❖ [Conditions Of Use](#)

Licensee shall have the right to use the Recording and to exploit Recording in and by any and all media, methods, manner and formats (excluding templates) now known or hereafter devised. Producer grants licensee the royalty-free, non-exclusive right, worldwide, to publicly perform the Recording in any medium or format. Producer further grants licensee 4 global rights relevant to media project background:

- Broadcast Television
- Broadcast Radio
- World Wide Web
- Motion picture.

If you are not sure that your project qualifies as a licensed media project, please contact us at costmoreproductions@dunbooctiv.com.

This license is for licensee own usage only, which can be personal or professional. However, licensee may not sell, transfer, share, give away or sublease the license agreement or the Recording to any other party. The License granted herein does not include the right to use the title of the Recording as the title of any production, or resell the recording or make it available neither within a downloadable template. Wherefore licensee may resell the Recording or make it available in the only manner or format as embodied within his/hers own media project and credit must be given for the producer whenever using the Recording in a project otherwise the license granted herein shall be automatically invalid whereafter you shall be fraudulently granted. You may follow this format below wherever credit is due in the following:

"Name of your track or project which uses Recording"— and then producer's information: "Produced by Ismael "Dunbooctiv" TINTA-Costmore Productions."

❖ Property And Limited Warranty

The Recording sold by Dunbooctiv remains the property of the producer and you hereby acknowledge that the producer is and remains the owner of all right and you title and interest in the Recording. Dunbooctiv retains the right to sell license relevant to the Recording to third parties, at its discretion. The total liability of the licensor under this agreement shall be limited to that part of the fee paid hereunder by you to the producer for the license. Once the Recording purchased and the producer paid, should the need arise you may contact costmoreproductions@dunbooctiv.com to get another copy of the Recording that you have purchased. In that case you hereby agree that after seven (7) days from the effective date of the license granted herein you shall purchase the same fee you paid if you want to get another copy of the Recording. All rights not specifically granted to licensee are reserved by the producer and you hereby agree that this license is given, accepted and granted to you without other warranty or recourse.


▪ RESTRICTIONS ON TRANSFER

You are not entitled to assign or transfer, either affirmatively or by operation of law, this license nor any of the rights and obligations herein nor sub-license for use (in whole or in part) of the Recording without the prior written consent of the producer. Any authorized transferee of the Recording shall be bound by the same terms and conditions of this license and the limited warranty contained herein.

❖ Agreement

- This License and the limited warranty below constitute the entire understanding and agreement between the parties and no waiver or amendment of any provision of this license shall be effective unless made by a written instrument signed by both parties.
- Licensee recognizes that this agreement shall be limited to the lifetime of the licensee.
- This agreement may not be modified or terminated in whole or in part and shall not be binding or effective unless and until it is signed by both parties hereto.
- This agreement replaces all previous agreements relating to the same or similar matters which the parties may have entered into.
- Licensor agrees that in the event of a breach of this license or any dispute with respect thereto, licensor shall be limited to licensor's remedy at law for damages, if any, and in no event shall licensor be entitled to rescind the rights granted herein, restrain or enjoin the production.

The Producer/Licensor

Ismael W. TINTA
Name _____

Authorized Signature _____

The Artist/Licensee

Kim JAMES
Name _____
Authorized Signature _____

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