

# Exclusive License Agreement

This Exclusive License Agreement (“Agreement”) is made between **ProdByJo** (“Licensor”) and the licensee (“Licensee”) upon purchase of the instrumental composition (the “Beat”).

---

## 1. Grant of Exclusive License

Licensor grants to Licensee an **exclusive, non-transferable** license to use the Beat for the following purposes:

- **Recording:** Licensee may record **one (1) primary song** (“Derivative Work”) using the Beat. Licensee may also create **remixes, edits, clean/explicit versions, or alternate mixes of that same song**. This license does not permit multiple distinct songs.
  - **Streams:** Unlimited monetized online audio streams (Spotify, Apple Music, etc.).
  - **Distribution:** Unlimited copies (digital and/or physical).
  - **Live Performances:** Unlimited live performances, both non-profit and for-profit.
  - **Music Videos:** Unlimited music videos incorporating the Beat, with no cap on views.
  - **Radio & Media:** Unlimited radio stations, and usage in TV, film, video games, and other audiovisual works.
- 

## 2. Limitations of Use

- Licensee may not resell, sublicense, or transfer ownership of the Beat.
- Licensee may not register the Beat (instrumental-only) with **Content ID or publishing platforms** without Licensor’s written consent.
- This license applies only to the one (1) Derivative Work created by Licensee. Any new works require a new license.

- Ownership of the underlying Beat remains exclusively with Licensor (**ProdByJo / Joseph Leslie Leon**).
- 

### 3. Effect on Other Licenses

- Upon execution of this Exclusive License, Licensor will no longer issue **new leases** of the Beat.
  - All previously issued non-exclusive leases (Basic, Premium, Unlimited) remain valid until their usage limits are reached.
  - **Unlimited Lease holders** retain unlimited usage rights, but no additional leases of any type will be issued after the Exclusive License is sold.
  - **Custom Beat Exclusives:** If Licensee commissions a custom Beat under this Agreement, Licensor agrees that the Beat will not be licensed or sold to any other artist.
- 

### 4. Ownership & Royalties

- Licensee owns the copyright in their **Derivative Work** (lyrics, performance, vocal recording).
- Licensor (**ProdByJo / Joseph Leslie Leon**) retains **100% ownership** of the underlying Beat.
- Licensee agrees to pay Licensor a **6% producer royalty** on all gross revenue generated from commercial exploitation of the Derivative Work (including but not limited to streaming, downloads, synchronization, and other monetized uses).
- Royalties are payable via industry-standard reporting and collection methods (e.g., distributor splits, PROs, publishing administrators). If no automated split is set, Licensee must account and pay in good faith upon request.
- No royalties are owed on non-monetized or non-commercial use.
- **Audit Rights:** Licensee/Artist agrees to provide accurate royalty statements and accounting of all revenues derived from the Derivative Work. Licensor shall have the right, once per calendar year, to audit Licensee's/Artist's books and records relating to the Derivative Work upon ten (10) business days' written notice. If such audit reveals an

underpayment of more than ten percent (10%), Licensee/Artist shall immediately pay all amounts due, plus the reasonable costs of the audit.

---

## 5. Credits

Licensee/Artist must credit Licensor as:

**“ProdByJo (Joseph Leslie Leon)”** in all public distributions.

**Distributor metadata fields** (where available):

- **Producer:** Joseph Leslie Leon
- **Mixer:** Joseph Leslie Leon (if applicable)
- **Mastering Engineer:** Joseph Leslie Leon (if applicable)

If field limits prevent dual naming, Licensee must at minimum enter **“Joseph Leslie Leon”** and include **“ProdByJo”** in any description or additional-credits field.

Failure to provide proper credit after written notice and a **10-day cure** period constitutes a material breach; Licensor may require metadata updates and public corrections.

---

## 6. Termination

- This Agreement is **perpetual** and does not expire unless breached.
  - If Licensee breaches any material term (e.g., resale, unauthorized Content ID, sublicensing), this license is revoked, and Licensee must immediately cease use of the Beat and remove all uses/copies of the Derivative Work.
- 

## 7. Warranties & Indemnification

- Licensor warrants that the Beat is original and does not infringe third-party rights.

- Licensee agrees to indemnify Licensor against claims, damages, and expenses arising from Licensee's use or distribution of the Derivative Work.
- 

## **8. Dispute Resolution**

### **Dispute Resolution**

In the event of a dispute arising out of or relating to this Agreement, the parties agree to first attempt resolution through good-faith mediation. If mediation does not resolve the dispute, the matter shall be submitted to binding arbitration in the State of Georgia under the rules of the American Arbitration Association. All costs of mediation and arbitration shall be borne by the Licensee/Client/Member. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

---

## **9. Governing Law**

This Agreement is governed by the laws of the **State of Georgia, United States**.

**By downloading or purchasing the Beat, Licensee agrees to these terms.**