

Tyrannical Productions

THIS AGREEMENT serves as a legally binding contract between **Tyrannical Productions** and **<<client full legal name>>** ("Licensee"). This agreement grants the Licensee **non-exclusive rights** ("Unlimited Lease") to the instrumental named **<<instrumental ID # and name>>** ("Instrumental").

Purchase Price

The Licensee has paid **<<purchase amount>>** (US dollars) for this Instrumental, which qualifies this purchase as paid in full with no balance due.

Format Delivery and Additional Services

The Instrumental will be delivered to the Licensee electronically **only** through email (via attachments and/or download links) as one (1) untagged WAV file, 16 bit, 44.1 KHz, and one (1) untagged MP3 file (128 Kbps or higher). This agreement **is not** inclusive of any additional services such as track separation. It is the responsibility of the Licensee to check their email account (including their Spam/Junk mail folders) for the delivery email(s). It is also the responsibility of the Licensee to notify Tyrannical Productions within seven (7) business days of receipt of this contract if the Instrumental has not been received. Any requests to re-send the Instrumental after seven (7) business days will be billed to the Licensee at the current going rate **before** the Instrumental will be re-sent.

If the Instrumental includes samples, the Licensee understands that the sequence and music arrangement is considered original work. Samples may not be cleared before composition, and the Licensee is required to seek clearance for the samples. The Licensee is responsible for clearing all samples used (if any) and that Tyrannical Productions cannot and will not be held liable for the misuse of any sampled material that the Licensee uses in conjunction with the composition/arrangement that is being licensed in this agreement.

Master Recording

Tyrannical Productions 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 (1) Master Recording. If the Licensee wishes to use the Instrumental in more than one Master Recording, then the Licensee must obtain another license to use the Instrumental from Tyrannical Productions.

The Licensee may edit 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, and/or altering the tempo of the Instrumental. All Tyrannical Productions vocal tags, if present, must be removed from the Instrumental by the Licensee prior to releasing Master Recordings.

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Profitable Distribution

The Licensee is entitled to unlimited profitable distribution, synchronization, performances, and monetization.

Royalties

Tyrannical Productions will not collect royalties on any portion of the Licensee's **gross earnings under US \$1,000,000**. Tyrannical Productions will collect royalties at a rate of three (3) percent of the Licensee's **gross earnings that exceed US \$1,000,000**.

Ownership

Tyrannical Productions maintains 100% full rights (copyright and ownership) of the Instrumental, and can continue to sell it non-exclusively and/or exclusively. The Licensee has neither the right nor authority to sell, license, loan, and/or transfer the rights to the Instrumental whether in whole or in part to any other party. In the event an individual other than the Licensee later purchases exclusive rights to this Instrumental, the Licensee will retain non-exclusive rights to the Instrumental under the limitations listed in this agreement and until these terms have been fulfilled.

Credit

The Licensee must give production credits to Tyrannical Productions for **any and all distributed material**. All credits must specifically state "**Beat produced by Tyrannical Productions**". This can be done verbally (e.g. in the song introduction) and/or visually (in the CD booklet if printed, in the song/video description if displayed online, etc.). If additional instrumentation / vocalization is added to the beat by any party other than Tyrannical Productions, this should be credited separately and **not** as "co-producer". For example: "Beat produced by Tyrannical Productions, with Piano accompaniment performed by John Smith and Guitar accompaniment performed by Jane Doe".

Warranty

All sales are **final**. No refunds, exchanges, returns, or credits. The Instrumental is being purchased by the Licensee **as-is**, meaning Tyrannical Productions is **not** required to honor any requests to alter the Instrumental after it has been purchased by the Licensee. These requests include, but are not limited to: Adding/removing/revising fade-in/fade-out, adding/removing/revising effects such as EQ and compression, and adding/removing/revising instrument/vocal layers such as kick, snare, choir, etc.

Termination

Failure by the Licensee to abide by the terms stated in this contract will render the Licensee's rights stated herein immediately and completely null and void and will also place the Licensee on a "blacklist", rendering them disqualified indefinitely from future work with Tyrannical Productions and its subsidiaries.

Agreement

The terms in this agreement are **non-negotiable**.

Signature