

Music License Agreement

This Music License Agreement (this "Agreement") is made effective as of **the date of music file acquisition or download** between **Peripatetic Conceptions d.b.a. "Beats by Pwn" OR "Pwn Toney,"** of P.O. Box 2553, Vancouver, Washington 98668 and **"You" (the Licensee)**.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "Copyright Owner", and the party who is receiving the right to use the licensed property will be referred to as "Licensee".

WHEREAS, the Copyright Owner owns the copyright, publishing rights and all other related rights in and to certain Music, and

WHEREAS, the Licensee desires to obtain certain rights to the Music for using it via:

- **Live streaming or podcast content/media**
- **Uploads/archives of previously live-streamed content**

GRANT OF LICENSE.

Beats by Pwn (Pwn Toney) owns Instrumental Music ("Music"). In accordance with this Agreement, the Copyright Owner hereby grants to the Licensee, its successors and assigns, subject to the terms set forth below, the right, license and privilege to use the Music.

Beats by Pwn (Pwn Toney) retains title and ownership of the Music.

The Licensee shall have the right to live stream presentations which contain the Music and/or create presentations intended as an archive of live-streamed content. Presentations may be created in synchronism or time relation with the visual materials prepared by Licensee, and Licensee may reproduce, distribute, & monetize said presentation via the Internet, Internet delivery platforms, or electronically, throughout the world.

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

PAYMENT OF ROYALTY.

"You" will pay to Beats by Pwn (Pwn Toney) a royalty which shall be calculated as follows: **0%**.

RIGHTS AND OBLIGATIONS.

Copyright Owner reserves unto itself all rights of every kind and nature except those specifically granted to Licensee herein. The Licensee shall be solely responsible for providing all funding and technical expertise for the recording and synchronization of the presentation and shall be the sole owner of the product in which the Music is used and all proprietary rights in and to it; except, such ownership shall not include ownership of the copyrights and/or publishing rights in and to the Music or any other rights to the Music not specifically granted. The Licensee shall identify the Copyright Owner as the owner of the Music in the descriptions of presentations and in all promotional literature and advertisements for its product.

MODIFICATIONS.

"You" may not modify or change the Music in any manner. "You" may not use the Music for recording, distributing, or releasing any new "songs" or derivative music content.

DEFAULTS.

If "You" fail to abide by the obligations of this Agreement, Beats by Pwn (Pwn Toney) shall have the option to cancel this Agreement by providing 30 days written notice to "You". "You" shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

ARBITRATION.

All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

INDEMNIFICATION.

The Copyright Owner shall indemnify and hold harmless the Licensee, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses including reasonable attorneys' fees, arising out of or in any way connected with any breach of any representation made by the Copyright Owner herein. The Licensee shall indemnify and hold harmless the Musical Company, its successors and assigns from and against any and all claims, damages, liabilities, costs and expenses including reasonable attorneys' fees, arising out of or in any way connected with any claim that the Product infringes any intellectual property rights or other rights of any third party.

TRANSFER OF RIGHTS.

This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

TERMINATION.

This Agreement may be terminated by Beats by Pwn (Pwn Toney) by providing 30 days written notice to the other party. This Agreement shall terminate automatically on March 01, 2032.

Either party may terminate this Agreement by written notice to the other party where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by the other party and such default has continued for a period of thirty days after written notice specifying the same.

EFFECT OF TERMINATION.

After termination of this Agreement, all rights granted to Licensee shall revert to Copyright Owner, and Licensee will cease from any and all further use of the Music, except that Licensee may continue to distribute only those approved products in inventory at the time of expiration or termination. Termination or expiration of this Agreement shall not extinguish any of the parties obligations under this Agreement including, but not limited to, Licensees obligation to pay royalties which by their terms continue after the date of termination or expiration.

NOTICE.

The address of each party hereto as set forth in the beginning shall be the appropriate address for the mailing of notices, checks and statements, if any. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT.

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CONFIDENTIALITY.

Each party shall keep the specific terms of this Agreement confidential, including the financial terms

SECTION HEADINGS.

The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Washington.

SIGNATORIES.

This Agreement shall be deemed accepted as a condition of music file acquisition or download on behalf of Peripatetic Conceptions d.b.a. "Beats by Pwn" OR "Pwn Toney", Owner and on behalf of "You" (the Licensee) and effective as of the date first above written.

Copyright Owner:

Peripatetic Conceptions d.b.a. Beats by Pwn / Pwn Toney

By:

Owner:

Peripatetic Conceptions d.b.a. "Beats by Pwn" OR "Pwn Toney"

Licensee:

You (Licensee)