

KLOUDNINEMUSIC**PRO - TRACKOUT LICENSE AGREEMENT**

The following is an agreement between "KloudNineMusic" (hereinafter referred to as the "Producer") and Purchaser (hereinafter referred to as the "Artist") in accordance with the terms stated below. This Agreement gives Artist a non-exclusive TRACKOUT lease of use to a Master Recording (hereinafter referred to as "Beat") purchased from KloudNineMusic.

Terms

- 1. License:** Producer by this Agreement hereby grants to Artist a non-exclusive TRACKOUT lease to use the stated Beat for the purpose of adding vocals and creating a new Master Recording of a song (hereinafter referred to as the "Song") for the specific use of manufacturing, distributing and selling of recordings ("Records") of this new Song.
- 2. Distribution:** Artist will be granted Worldwide Distribution rights for up to five-thousand (5,000) Records of new Song in the form of; CDs, DVDs, Cassettes, MP3s, Ringtones, or any other form of recording media. Artist is also granted right to publicly perform new Song containing Beat. Artist is granted right to create and distribute Music Video with Beat contained in new Song ("Sync").
- 3. Rights to Beat:** Producer retains (100%) ownership of the Beat. Artist does not have the right to alter, license, sell, change or remix Beat without Producers prior written approval. All new Master Recordings created via Sync of vocals to Beat ("Song") will grant Producer fifty percent (50%) ownership.
- 4. Credit:** Producer is to be credited as "Produced By: Jason Aro for KloudNineMusic or Produced by KloudNineMusic" on all distributions of new Song. The Licensee must give production credit to the Licensor for any and all distributed material. This can be done verbally (through recorded vocals on the Master Recording) or written in or on the CD booklet or outside cover. The Licensor reserves the right to keep an audio signature at the beginning of all non-exclusive instrumentals.
- 5. Samples:** If the beat includes samples, the artist understands that the sequence and music arrangement is considered original work. Samples may not cleared before composition, and artist is required seek clearance for the samples. The artist is responsible for clearing all samples used (if any) and that the producer cannot and will not be held liable for the misuse of any sampled material that the artist uses in conjunction with the composition/arrangement that is being licensed in this agreement.
- 6. Compensation:** Artist shall pay Producer the amount for the rights granted in this Agreement. This amount shall cover the manufacturing, distribution and/or sale of five-thousand (5,000) Records. Producer acknowledges receipt of this amount with below signature.
- 7. Termination:** Violation of any statute of this agreement by Artist will result in immediate Termination of this agreement and revocation of all rights contained here in.
- 8. Miscellaneous:** Any rights not specifically granted and set forth in this License Agreement are hereby reserved by the Producer. Upon fulfillment of Agreement if Produce and Artist seek to continue business relationship both agree to negotiate in good faith on additional agreements in relation to Beat.