

License Agreement

This Agreement is made on.

Month _____ Day _____ Year _____ (the effective date)

This Agreement is between.

_____ (the Licensor)

and _____ (the Licensee)

Whereas, Licensor is The Copyright holder and owner of _____ (Material)

Whereas, Licensor Grants The Licensee.

Exclusive Rights: _____ Non-Exclusive Rights: _____

License Type Granted.

Basic License: _____ Premium License: _____ Unlimited License: _____

Sync License: _____ Track Outs License: _____ Other: _____

Whereas, Licensor wishes to permit Licensee to use the Material in the preparation of the work

_____ (The Work/Project) under terms set fourth in this Agreement

Therefore, in consideration of the mutual promises, covenants, warranties and other good and valuable consideration set forth herein, the Parties agree as follows:

1. License.

Licensor hereby grants to Licensee a nontransferable license to use the Material in the preparation of the Work in the following respects (License) note that more than one may apply - Reproduce a recording of the Material - Record the Material - Sell the Material - Perform the Material - Incorporate the Material into another product, created by Licensee - use the Material in advertising materials.

- Other Details:

K. Ing Original 7 Inc

Licensor shall remain the sole owner of the copyright and all other intellectual property in the Material. Licensee shall enjoy only the rights set forth above, and nothing in this Agreement shall entitle Licensee to make any claims to ownership of the copyright in the Material other than those authorized above without prior written approval from Licensor.

2. Term.

A. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect for a period of _____ Years _____ Months (the Term) unless terminated earlier pursuant to this the terms of this Section 2.

B. In the event of following, Licensor shall have the right to terminate this Agreement at his own discretion:

if, Licensee does not follow guidelines of this Agreement (Rights to Use) the material

C. Licensor May terminate this Agreement pursuant to subsection (b) above by providing written notice to Licensee or to Licensee's successor in interests, in accordance with section 10, of Licensor's intent to terminate the agreement not less than 30 days before the date of termination stated in the notice.

D. In the event that this agreement is terminated pursuant to this section 2, Licensee shall cease using the Material as soon as is commercial feasible. Licensee may sell any units of Work that are on hand after termination of this Agreement , but shall not produce any further units.

E. At the end of the Term, or upon any termination of this Agreement, all rights and interests in the copyright in the Material shall revert to Licensor, and shall be the sole property of Licensor.

3. Payments.

A. Licensee shall pay to Licensor a royalty of (note that more than one may apply) _____ per unit of Work sold.

_____ % of the gross sales from each unit of Work sold.

_____ Other Payments.

B. Upon execution of this Agreement, Licensee shall pay to Licensor an advance against the royalties discussed in Subsection (A) above, in the amount of \$ _____

C. Licensee shall submit to Licensor, at licensor's notice address as provided in Section 10, written annual reports (annual Reports) at the end of each year starting from Effective Date

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of this Agreement, stating the number of units of the work sold and the corresponding amount owed to Licensor as royalty payments for the current year (Annual Royalty Payments) under the terms of this Agreement. Annual Reports must be received by Licensor no more than 7 weeks after the end of the year, Example (effective date 07.07.2017- Reporting Date 01.01.2018) Payments of each Annual Royalty Payments must be paid to Licensor in full within 77 days of the end of each year. Failure to submit Annual Reports or failure to make Annual Royalty Payments within the time allowed above shall be considered to be a material breach of this Agreement. (if applicable) Requested Subsections A,B,C,D,E: Yes _____ No _____

D. Licensor shall be given access by Licensee to Licensee's records, upon reasonable notice, wherever commercially responsible, in order to audit Licensee's stated sales records, and to confirm that all royalty payments are properly stated and accounted for. If it is determined that any Annual Royalty Payment had been deficient, Licensee shall have 7 days to pay Licensor the deficient amount. Failure to pay deficient royalty amounts within the time allowed above shall be considered to be a material breach of this Agreement.

E. Licensee's obligation to pay royalties due to Licensor shall survive this agreement, In the event that this Agreement expires or is terminated pursuant to the terms and conditions under Section 3 above, Licensee shall remain obligated to pay to Licensor any royalties due to Licensor for each unit of the Work sold, or any payments, whether those units were sold before or after termination of this Agreement.

4. Licensor's Representations and Warranties.

A. Licensor Represents and warrants that it is sole and exclusive owner of the copyright in the Material and owns all rights, titles and interest in the Material.

B. Licensor represents and warrants that is has the legal authority to grant Licensee the License, and that no other person or entity is required to give its consent for the License to be valid.

C. (For Exclusive License Only) Licensor Represents and warrants that Licensor has not licensed the Material for use during the Term to any person or entity other than Licensee, Under the Terms of this Agreement, Licensor agrees not to license use of the Material to any person or entity other than Licensee for the duration of this Agreement. Licensee acknowledges that a transfer of rights in the Material to Licensor's successor in interest shall not constitute breach of

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this Subsection (C)

5. Indemnification.

Licensor agrees to indemnify and hold harmless Licensee for any claims, suits, damages, actions or other costs arising out of any breach of Licensor's warranties set forth in Section 4 above.

6. Assignments.

Licensee may not assign its rights, duties or obligations under this Agreement without the prior written approval of Licensor. Licensee may, however, assign this Agreement without Licensor's prior written approval if such transfer is to purchaser of all or substantially all of Licensee's assets, or to a purchaser or other transferee of controlling equity interest in Licensee. Licensor shall have the right to transfer its interest in this Agreement and in the Material without the consent of Licensee. Licensor must notify Licensee in writing in the event of that Licensor assigns all or material part of this Agreement (the Licensor's Notice of Assignment) The Licensor's notice of Assignment must be sent to Licensee within 77 days of such assignment.

7. Governing Law.

This Agreement shall be constructed in accordance with, and governed in all respects by, the laws of the State of _____, without regard to conflicts of law principles.

8. Counterparts.

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which , when taken together, shall constitute one agreement.

9. Severability.

If any part or parts of this Agreement shall be held unenforceable for any reason, the reminder (rest of the agreement) of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be constructed as so limited.

10. Notice.

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt request , postage prepaid, or delivered by overnight delivery service,

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addressed as follows:

If to Licensor:

FirstName: _____ MiddleName: _____ LastName: _____

Phone: _____ Company: _____

Email: _____

Address:

Street: _____ Unit: _____ City: _____

State: _____ Providence: _____ ZipPostalCode: _____

Country: _____ Region: _____

If to Licensee:

FirstName: _____ MiddleName: _____ LastName: _____

Phone: _____ Company: _____

Email: _____

Address:

Street: _____ Unit: _____ City: _____

State: _____ Providence: _____ ZipPostalCode: _____

Country: _____ Region: _____

11. Headings.

The Headings And Details for this section herein are for convenience only and shall not affect the meaning of provisions of this Agreement.

12. License Details.

A. Basic License Details And Information: With Basic License (non-exclusive) Licensee are allowed to record a song to the Beat/Track you have purchased and use it for one (1) commercial, profitable project (e.g, album, mixtape, single, etc) with a distribution limit of up to 7 copies. Licensee are also allowed to get it on 7 radio stations and perform at unlimited profitable concerts. Additionally this License allows up to 77 monetized audio streams to sites

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like (Spotify, Rhapsody, Youtube And etc platforms) After the Licensee has purchased the Beat/Track from K.ingoriginal7.com or Through K. Ing Original 7 Inc, Licensee will receive the untagged (sound tags removed) high quality Mp3 file Immediately via email (digital download link) Basic License contains

- Untagged instrumental/beat/track - Digital Download - Distribution up to 7 copies
- PDF Invoice, License Agreement and instructions. Other forms may also be required and sent via email provided on your checkout

License will not be Valid until Licensee will receive his/her signed License Agreement form, from K. Ing Original 7 Inc. License Must Contain Both Licensor and Licensee's Signatures to be considered Valid and Affective.

Fill up the complete form (License Agreement) and send it back to K. Ing Original 7 Inc.

At the address mentioned in Section 10 (Notice) to Licensor. We will review your request for approval, and if approved Licensee will receive his/her copy of License Agreement signed by K. Ing Original 7 Inc CEO or authorized team members.

From the Date Licensee has received his/her signed copy of License Agreement form, The License will be considered Valid And Affective. Please do not use the Material for any commercial or editorial use until you receive your signed License Agreement, Failing to do so may result in License Denial, License Revoke and or may be considered Material Breach of this Agreement. All Rights Reserved K. Ing Original 7 Inc. Affective as of _____ (Date)

B. Premium License Details And Information: With Premium License (non-exclusive) Licensee are allowed to record a song to the Beat/Track you have purchased and use it for seven (7) commercial, profitable projects (e.g, album, mixtape, single, etc) with a distribution limit of up to 77 copies. Licensee are also allowed to get it on 7 radio stations and perform at unlimited profitable concerts. Additionally this License allows up to 777 monetized audio streams to sites like (Spotify, Rhapsody, Youtube And etc platforms) After the Licensee has purchased the Beat/Track from K.ingoriginal7.com or Through K. Ing Original 7 Inc, Licensee will receive the untagged (sound tags removed) high quality Mp3 or Wav file Immediately via email (digital download link)

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Fill up the complete form (License Agreement) and send it back to K. Ing Original 7 Inc. At the address mentioned in Section 10 (Notice) to Licensor. We will review your request for approval, and if approved Licensee will receive his/her copy of License Agreement signed by K. Ing Original 7 Inc CEO authorized team members.

From the Date Licensee has received his/her signed copy of License Agreement form, The License will be considered Valid And Affective. Please do not use the Material for any commercial or editorial use until you receive your signed License Agreement. Failing to do so may result in License Denial, License Revoke and or may be considered Material Breach of this Agreement. All Rights Reserved K. Ing Original 7 Inc. Affective as of _____ (Date)

C. Unlimited License Details And Information: With Unlimited License (non-exclusive)

Licensee are allowed to record a songs to the Beat/Track you have purchased and use it for unlimited (no limits) commercial, profitable projects (e.g, album, mixtape, single, etc) with a Unlimited distribution copies (No Limits). Licensee are also allowed to get it on unlimited radio stations and perform at unlimited profitable concerts. Additionally this License allows unlimited monetized audio streams to sites like (Spotify, Rhapsody, Youtube And etc platforms) After the Licensee has purchased the Beat/Track from K.ingoriginal7.com or Through K. Ing Original 7 Inc, Licensee will receive the untagged (sound tags removed) high quality Wav file Immediately via email (digital download link)

Premium License contains

- Untagged instrumental/beat/track - Digital Download - Unlimited Distribution
- PDF Invoice, License Agreement and instructions. Other forms may also be required and sent via email provided on your checkout.

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License will not be Valid until Licensee will receive his/her signed License Agreement form, from K. Ing Original 7 Inc. License Must Contain Both Licensor and Licensee's Signatures to be considered Valid and Affective. Fill up the complete form (License Agreement) and send it back to K. Ing Original 7 Inc. At the address mentioned in Section 10 (Notice) to Licensor. We will review your request for approval, and if approved Licensee will receive his/her copy of License Agreement signed by K. Ing Original 7 Inc CEO or authorized team members

From the Date Licensee has received his/her signed copy of License Agreement form, The License will be considered Valid And Affective. Please do not use the Material for any commercial or editorial use until you receive your signed Agreement, Failing to do so may result in License Denial, License Revoke and or may be considered Material Breach of this Agreement.

All Rights Reserved K. Ing Original 7 Inc. Affective as of _____ Date

D. Track Outs License Details And Information: With Track Outs License (non-exclusive) Licensee are allowed to record a songs to the Beat/Track you have purchased and use it for 77 (Seventy seven) commercial, profitable projects (e.g, album, mixtape, single, etc) with distribution limits up to 777 copies (Seven hundred seventy seven). Licensee are also allowed to get it on 7 radio stations and perform at unlimited profitable concerts. Additionally this License allows 7777 monetized audio streams to sites like (Spotify, Rhapsody, Youtube And etc platforms) After the Licensee has purchased the Beat/Track from K.ingoriginal7.com or Through K. Ing Original 7 Inc, Licensee will receive the untagged (sound tags removed) high quality Wav file Immediately via email (digital download link)

Track Outs License contains

- Untagged instrumental/beat/track - Trackouts - Digital Download - Distribution up to 777 copies - PDF Invoice, License Agreement and instructions. Other forms may also be required and sent via email provided on your checkout

License will not be Valid until Licensee will receive his/her signed License Agreement form, from K. Ing Original 7 Inc. License Must Contain Both Licensor and Licensee's Signatures to be considered Valid and Affective Fill up the complete form (License Agreement) and send it back to K. Ing Original 7 Inc. At the address mentioned in Section 10 (Notice) to Licensor. We will review your request for approval, and if approved Licensee will receive his/her copy of License

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Agreement signed by K. Ing Original 7 Inc CEO or authorized team members

From the Date Licensee has received his/her signed copy of License Agreement form, The License will be considered Valid And Affective. Please do not use the Material for any commercial or editorial use until you receive your signed Agreement, Failing to do so may result in License Denial, License Revoke and or may be considered Material Breach of this Agreement. All Rights Reserved K. Ing Original 7 Inc. Affective as of _____ Date

E. Sync License Details and Information: Synchronization License is permission to release a new recording of a song or a track that someone else wrote (created), in video format. Common use of a synchronization license includes Youtube video or cover songs, wedding, DVD, and commercial and corporate promotions, also any use of your song or track in support of a visual medium is a synchronization (or sync for short) license. Do you need a synchronization license ? Whenever you release a new recording of a song or a track that someone else wrote (created) in a video format, even if it is a small portion of the song/track, you need a synchronization license. Example: If you release a song that has been wrote (created) by someone else other than yourself, you need a synchronization license to release their music. For more information on Synchronization License (sync license) Contact our support line at info@kingoriginal7.com (323) 828-9590

13. Entire Agreement:

This Agreement constitutes the entire agreement between Licensor and Licensee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other Promises, conditions, understandings or other agreement, whether oral or written, related to the subject matter of this Agreement

14. This Agreement shall be binding on Licensor and Licensee and on those who succeed to the interest of Licensor and Licensee by law, by approved assignment or by transfer.

In Witness Whereof, the parties have caused this Agreement to be executed the day and year first above written.

Licensor And Licensee acknowledge and state that they have read the Entire License Agreement and that they understand all the terms and conditions mentioned and listed above

Licensor.

Licensee.

Company

Company

Signature

Signature

Print Name

Print Name