

Today's Date: 10/17/2023

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NIII III

Saginaw, MI, 48603, #1065

## Beat Leasing Agreement (Free for profit) (Applies to all free beat downloads)

This Beat Leasing Agreement (the "Agreement") is made and entered into on the date of acceptance by the Licensee and is by and between The Architexx, a Michigan corporation with a mailing address of 2860 Tittabawasee Rd #1065, Saginaw, MI 48603 (the "Licensor"), and [Name of Licensee], a [State] corporation with a mailing address of [Address] (the "Licensee").

1. Grant of License. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable license to use the beat titled "[Get My Bag]" for the purpose of creating and distributing one (1) original song (the "Song") for profit or free distribution. For free downloads, there is a limit of 100,000 streams and 1,000 physical copies permitted. The Licensee is allowed one (1) radio station. The Licensee may monetize the Song up to the specified limit of \$5,000 profit.

2. Permitted Use. The Licensee is granted the right to use the Beat(s) to create the Song, and to reproduce and distribute the Song in any format, including but not limited to CD, vinyl, digital download, streaming, and online distribution. The Licensee may also use the Beat(s) for non-commercial purposes, such as live performances, demos, and podcasts.

3. Attribution. The Licensee shall credit the Licensor as the producer of the Beat(s) in the Song's liner notes and any other materials in which the Song is distributed or promoted.

4. Ownership. The Licensor retains all ownership rights in and to the Beat(s), including the copyright. The Licensee shall not claim ownership of the Beat(s) or register the Beat(s) with any performing rights organization.

5. Term. This Agreement shall remain in effect for a period of one (1) year from the date of acceptance by the Licensee. The Licensee may terminate this Agreement at any time by destroying all copies of the Beat(s) in its possession.

6. Monitoring and Renegotiation. The Licensor reserves the right to monitor the Song's performance and notifies the Licensee that a Content ID will be used to track the Song's streams. When the Song reaches 100,000 streams or generates profits of \$5,000, both parties shall renegotiate the terms. At this point, the Licensee may choose to lease the beat again for an extended period, offer to purchase exclusive rights, or remove the Song from all platforms until a license is purchased.

7. Indemnification. The Licensee shall indemnify and hold the Licensor harmless from any claims, damages, or expenses arising out of the Licensee's use of the Beat(s). This includes any claims related to copyright infringement or unauthorized use.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether oral or written.

10. Radio Station Usage. The Licensee is permitted to play the Song on one (1) licensed radio station. The Licensee shall provide notice to the radio station that the Song is used under this Agreement, and the radio station shall not acquire any ownership or control rights over the Song. The Licensee remains responsible for compliance with the terms of this Agreement.

11. Tiered Licensing. The Licensee is notified that higher-tier licenses with expanded usage rights, including higher streaming limits and higher profit thresholds, are available for purchase immediately. Details on these higher-tier licenses and their respective terms are provided separately.

12. Writer and Publishing Rights (Royalties). The parties agree to a 25% writer and 50% publishing split to Indieology Music Publishing for the Song created under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Licensor: The Architexx \_\_\_\_\_\_\_ Mlatthew B. Seegers \_\_\_\_\_\_ Jeremiah J. Seegers

Licensee: