

## **General Terms and Conditions**

It is understood that, by making a payment and purchasing a license, the customer or licensee acknowledges and declares that he or she is fully aware of all terms and conditions, and he or she agrees to acknowledge and accept them. Under no circumstances is a customer allowed to re-sell the beat or track in any form. Any rights that are given to customers or licensees are not transferable for any reason. Even if exclusive rights are sold to a beat, Nucleus Productions and nucleusbeats.com will be allowed to use the beat for promotional usage. Consequently, all beats sold exclusively will stay on the web page. However, if exclusive rights are purchased, all downloads and licensing options to the beat will be removed. Customers or licensees may edit/alter the length of the beat as they see fit, as long as they own a license to the beat and do not change the sound arrangement or structure of a beat. Notwithstanding, a customer or licensee is not permitted to use any part of the beats, i.e. instruments, sounds, drum arrangements, chords, etc., of the original instrumental composition for other compositions. After the delivery of the beat, Nucleus Productions and nucleusbeats.com are not liable for any further responsibilities to the customer or licensee, and is legally free from future liabilities. Any beat produced by Nucleus Productions cannot be uploaded on any website without permission. Abuse or failure to adhere to these terms and conditions herein are punishable by law.

## **Credits**

Credit must always be given to “Nucleus Productions at nucleusbeats.com.” By making a purchase of any kind, customer declares that he or she will give credit to the producer in a written form, i.e. CD cover, YouTube, social network pages, etc. Examples of a proper credit can be formatted similarly to the following: “Produced by Nucleus Productions at nucleusbeats.com,” “Beat by Nucleus Productions at nucleusbeats.com,” or “Music produced by Nucleus Productions at nucleusbeats.com.” Any displayed or downloadable files including beats produced by Nucleus Productions at nucleusbeats.com must be properly credited.

## **Payments & Delivery**

All payments must be made by the customer and cleared before the delivery of the product. All payments are non-refundable. All products are e-mailed via download link to customer immediately upon the clearing of payment.

## **Indemnification**

Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, expenses, including, without limitation, reasonable attorney's fees, arising of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

## Leasing Agreement Options

**Standard Non-Exclusive** - The purchase of a standard leasing license grants the customer or licensee limited artistic and legislative rights to the respective beat(s). The license allows for one (1) profitable or commercial use on any recording or broadcasting medium (i.e. single, album, EP, video or mix tape) with a circulation of 2,500 sale units. If 2,500 sale units are reached and further sales are desired, a license for said beat(s) must be upgraded, unless said beat(s) is exclusively licensed. A standard lease includes the agreement, invoice and a link to receive a MP3 file with no producer tags. With a standard leasing license, the licensee is only permitted to use the licensed beat for non-profit performances and shows. The producer reserves the right to lease any Beat to more than one person simultaneously until the exclusive rights of the beat are purchased. Once the exclusive rights of a beat have been purchased, the beat will no longer be available for leasing. Previous leasing rights that have been sold before are not affected and are still valid until the 2,500 sales units limit has been reached. Leasing a beat does not make the customer the sole owner of the beat. The licensee is not allowed to receive profits from radio, video or television airplay, or perform the song on commercial/ for profit shows with this standard leasing license. For these purposes, a licensee must own exclusive rights to the beat. A licensee cannot use any beat compositions as a background element in TV, Film & DVD / computer, video game projects without obtaining written consent and a separate license agreement for those purposes. The licensee cannot sell, loan, rent, lease, assign, remix, re-arrange, remove any melodies, instruments, drum patterns or transfer all or any of the products sold or corresponding rights, to another person. The licensee agrees that Nucleus Productions at nucleusbeats.com maintains 100% copyrights and ownership of the original instrumental composition. Licensee must credit and include the producer's name on all productions and projects. Licensee agrees to display the producer's name in all physical media or within web presentation, i.e. CD's, LP's, digital downloads, etc. Leasing rights are subject to all registrations in general terms and conditions, credit, payment, and delivery agreements.

**Premium Non-Exclusive** – The purchase of a premium non-exclusive license has the same limitations, restrictions and conditions as a standard leasing license with the following exceptions: A premium license includes delivery of MP3 with no producer tags, and allows up to 5,000 sales units from commercial, recording or broadcasting medium. In addition, the customer or licensee is allowed to use the beat for one (1) profitable public performance with up to \$1,000 USD earnings in total earnings from the performance. Premium leasing rights are subject to registrations in general terms and conditions, credit, payment, and delivery agreements.

**Exclusive License** – The purchase of an exclusive license grants the customer a full artistic and commercial license to the purchased beat(s) with unlimited sales and performance rights. Exclusive rights include untagged, MP3 and WAV file of the beat. Previous leasing and premium license rights are not affected and remain valid until the sales caps are met. However, it is possible that the beat sold exclusively has been licensed before. The beat will be marked as "SOLD" and will no longer be available for licensing or download. Nucleus Productions prohibits the re-sale or distribution of the beat, or any modifications to any parts of the composition. The customer cannot sell, loan, rent, lease, assign, remix, re-arrange, remove any melodies, instruments, drum patterns or transfer all or any of the products sold or corresponding rights, to another person. Licensee understands that Nucleus Productions and nucleusbeats.com maintains 100% copyright and ownership to the original instrumental composition. Licensee must credit and include the producer's name on all productions and products. Licensee agrees to display the producer's name in all physical media or within web presentation, i.e. CD's, LP's, digital downloads, etc. Exclusive rights are subject to registrations in general terms and conditions, credit, payment, and delivery agreements.

## Leasing Option and Amenities

### Standard Non-Exclusive

- A Potential \$2,500.00 Value!
- Leasing License allows you to use the beat for (1) commercial recording or broadcast.
- Distribution and sale of up to 2,500 copies or units.
- Licensing agreement and invoice.
- Delivery of Beat in MP3 file with no producer tags.

### Premium Non-Exclusive

- A Potential \$6,000.00 Value!!!
- Leasing License allows you to use the beat for (1) commercial recording or broadcast.
- Distribution and sale of up to 5,000 copies or units.
- Allows for (1) profitable public performance with total earnings of \$1,000 USD
- Licensing agreement and invoice.
- Delivery of Beat in MP3 file with no producer tags.

### Exclusive

- Leasing License allows full artistic and commercial use of the licensed beat.
- Unlimited sales and performance for duration of agreement.
- Unlimited distribution for the duration of the agreement.
- Beat can no longer be leased to anyone and will be displayed as SOLD.
- Licensing agreement and invoice.
- Delivery of Beat in MP3 file and WAV file with no producer tags.