

Non-Exclusive Lease

STANDARD LEASE (\$29.99)

Q The Turn Up music may only be used pursuant to the terms and conditions enforced under this contract.

By purchasing music sold by Q The Turn Up, you automatically become bound to the terms of the License Agreement.

All music is sold on a non-exclusive license unless otherwise specified.

Terms and Conditions are as follows:

1. The musical compositions sold by Q The Turn Up remain the property of Q The Turn Up and are licensed, **NOT SOLD**, to you for use in your musical, artistic, business and multimedia efforts.

2. The Standard lease includes an encoded MP3 file of the untagged song. Upon confirmation of payment, the song file(s) will be provided via a download page. Standard Lease allows you to use the beat (or song) for ONE commercial recording or broadcast. This recording can then be distributed at your price for up to **2,000 copies**.

Note: *Selling more than 2,000 copies means you must acquire a **premium lease** or **exclusive rights***

3. A right to use Q The Turn Up music is granted to the original end-user of the product (**Licensee/Buyer**) and is **NOT** transferable. This license grants Licensee the non-exclusive right to use Q The Turn Up music so long as credit is given where appropriate to Q The Turn Up and the relevant producer. Q The Turn Up (**Licensor/Seller**) will not receive a royalty from the sale of records or downloads. You must however give full credit to the producer and/or artist name mentioned in the ZIP file package you received on all commercial recordings.

The correct format to use wherever credit is due is the following:

"Name of your track which uses our instrumental" -Your Artist Name – Produced By: {Name of producer(s) } for Q The Turn Up {featuring : (Artist)}.

e.g. **"Lay Next To Me" – Billy Willy- Produced By: DJ Dee for Q The Turn Up featuring Hershey.**

Music used for demos or albums without giving credits is NOT permitted under this license. For multimedia use, contact us for media terms.

All our tracks are globally copyrighted protected by BMI. Failure to give credit will result in us being unable to clear the copyright for you and will lead to serious legal action.

4. The License expressly **FORBIDS** resale or other distribution of Q The Turn Up's compositions, either as they exist **OR** any modification thereof. You **CANNOT** sell, loan, rent, lease, assign, or transfer all **OR** any of the products sold by Q The Turn Up to another user, or for use in any competitive product.

5. It is specifically understood and agreed that Licensee does not acquire any ownership rights or any underlying copyrights, and that **Licensors** retain all rights, title and interest in the music obtained from Q The Turn Up, including all copyrights belonging to the original copyright holder, as well as any modifications or improvements made to the licensed property by Licensee.

6. This document serves as the standing agreement between you and Q The Turn Up. In the event that someone buys exclusive rights to the beat you have leased, your rights shall stand and the beat is still yours to use.

7. Leasing rights can be re-sold to more than one client. Upon purchasing leasing rights, the seller still owns the beat(s) and the seller is able to resell the beat(s) to any other party until exclusive rights have been purchased.

8. Licensee agrees to indemnify, defend, and hold Licensors harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including attorneys' fees) arising out of or in connection with any claim that the Tracks furnished by under this License constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name, or other legal right of any third party.

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PREMIUM LEASE (\$99.99)

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All music is sold on a non-exclusive license unless otherwise specified.

Terms and Conditions are as follows:

1. The musical compositions sold by Q The Turn Up remain the property of Q The Turn Up and are licensed, **NOT SOLD**, to you for use in your musical, artistic, business and multimedia efforts.

2. The Premium Lease includes an encoded MP3 file of the untagged song, and tracked out raw WAV files. Upon confirmation of payment, the song file(s) will be provided via a download page. Premium Lease allows you to use the beat (or song) for ONE commercial recording or broadcast. This recording can then be distributed at your price for up to **50,000 copies**.

***Note:** Selling more than 50,000 copies means you must acquire the **exclusive rights**.*

3. A right to use Q The Turn Up music is granted to the original end-user of the product (**Licensee/Buyer**) and is **NOT** transferable. This license grants Licensee **the non-exclusive right** to use Q The Turn Up music so long as credit is given where appropriate to Q The Turn Up and the relevant producer. Q The Turn Up (**Licensor/Seller**) will not receive a royalty from the sale of records or downloads. You must however give full credit to the producer and/or artist name mentioned in the ZIP file package you received on all commercial recordings.

The correct format to use wherever credit is due is the following:

*"Name of your track which uses our instrumental" – Your Artist Name – Produced By: {Name of producer(s)} for **Beats Planet Productions** {featuring : (Artist)}.*

e.g. **"Lay Next To Me" – Billy Willy- Produced By: DJ Dee for Q The Turn Up featuring Hershey.**

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All our tracks are globally copyrighted protected by ASCAP. Failure to give credit will result in us being unable to clear the copyright for you and will lead to serious legal action.

4. The License expressly **FORBIDS** resale or other distribution of Q The Turn Up's compositions, either as they exist **OR** any modification thereof. You **CANNOT** sell, loan, rent, lease, assign, or transfer all **OR** any of the products sold by Q The Turn Up to another user, or for use in any competitive product.

5. It is specifically understood and agreed that Licensee does not acquire any ownership rights or any underlying copyrights, and that **Licensor** retains all rights, title and interest in the music obtained from Q The Turn Up, including all copyrights belonging to the original

copyright holder, as well as any modifications or improvements made to the licensed property by **Licensee**.

6. This document serves as the standing agreement between you and Beats Planet. In the event that someone buys exclusive rights to the beat you have leased, your rights shall stand and the beat is still yours to use.

7. Leasing rights can be re-sold to more than one client. Upon purchasing leasing rights, the seller still owns the beat(s) and the seller is able to resell the beat(s) to any other party until exclusive rights have been purchased.

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Unauthorized use or duplication is a violation of this agreement and of applicable laws of the United States and other countries. Any infringement of copyright will be pursued to the fullest extent of the law.

Exclusive Rights (\$299.99)

Exclusive rights allow the purchaser to use the beat for any and all profitable projects. These rights can only be sold to one person. If one of the beats (either the Instrumental or the one with Hook) is sold, the other version will no longer be available for exclusive purchase. If a beat was leased before the contract arrives, everything applies as normal including ability for radio play. Once the beat is bought exclusively **AND** the buyer has complied with contract requirements, it will be then marked as **"SOLD"**. It'll no longer be for sale without the permission of the Buyer and Q The Turn Up.

Buyer agrees to indemnify, defend, and hold Licensor harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including attorneys' fees) arising out of or in connection with any claim that the Tracks furnished by under this License constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name, or other legal right of any third party.

Unauthorized use or duplication is a violation of this agreement and of applicable laws of the United States and other countries. Any infringement of copyright will be pursued to the fullest extent of the law.

Refund Policy.

We DO NOT offer refunds for services rendered by us. Never the less we always make every effort to provide the customer with a product they are happy with.

Right to Change Prices.

All prices for products within the Service are subject to change by MAQ Entertainment at any time.

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