



SHADE STAR
ENTERPRISE LLC.

NON-EXCLUSIVE LICENSE AGREEMENT

Introduction

Shade Star Enterprise, LLC is a music creation, production, songwriting/live performance, audio editing, audio mixing, and audio mastering service company offering affordable services to artists in music composition, audio sound, and audio recording. Our mission is to ensure that every artist with an innovative mind and spirit can thrive in the realm of music and production to their maximum potential.

Non-Exclusive License Agreement

Thank you for downloading and purchasing a non-exclusive production from ShadeStar Enterprise, LLC (hereinafter referred to as “Licensor, or ShadeStar). This is a legal document (hereinafter referred to as the “Agreement”, “License”, or “Non-Exclusive License”) granting you the right to use the beat(s), (hereinafter referred to as the “Composition(s)”), chosen below (see “Composition(s) Purchased”). Please fill out, sign, and keep a copy of this Agreement for your records. Note that this Agreement is only valid when accompanied by a valid proof of purchase (such as PayPal transaction ID, online record of payment, or bank statement).

THIS NON-EXCLUSIVE LICENSE AGREEMENT, is entered into and made effective this ____ day of _____ 20___, by and between **Shade Star Enterprise, LLC (Licensor)**, with offices located at 143 St. Patrick Drive, Suite 104 #297 Waldorf, MD 20601, and _____, with offices located at/ currently residing at _____.

This Non-Exclusive License Agreement allows ShadeStar to license the intellectual property (IP) to multiple licensees. As such, ShadeStar retains the rights and can grant the same rights to others.

The Licensee understands that the Licensor maintains 100% copyright and ownership of the Original Instrumental Composition that is being licensed in this Agreement, and the Licensee has neither the right nor authority to sell or license the rights to the Original Instrumental Composition, whether in whole or part, to any other party.

The Licensee understands that the Original Instrumental Composition that is being licensed in this Agreement does not contain any unapproved samples.

The Licensor and the Licensee agreed to the following terms:

Certain language and/or terms in this Agreement may be used, which meanings should be interpreted by the definitions outlined in this section of the Agreement. All terms not elaborated on in this section should be construed literally.

1. **Master Use.** Licensor grants the Licensee a worldwide, non-exclusive, non-transferrable right to use Composition(s) partially or substantially in its/their current form for the purpose of recording vocal synchronization (“Master Recording”).
2. **Mechanical Rights.** Licensor grants Licensee a Non-Exclusive License to use Licensor’s Master Recording in the reproduction, duplication, manufacture, and profitable distribution of phonograph records, cassette tapes, compact disks, and other miscellaneous audio and video recordings, and any version thereof (collectively, the “Recordings”) worldwide for the pressing and digital distribution of up to 1,000 copies of such Recordings and/or any combination of such Recordings. This License includes rights up to 100,000 monetized audio streams on sites such as Spotify, Apple Music, SoundCloud, or similar streaming platforms. Additionally, Licensee shall be permitted to distribute unlimited free internet downloads or streams for non-monetized/non-profitable purposes. The Master Recording may not be added to digital audio fingerprinting services such as YouTube Content ID or similar blanket monetization services by TuneCore, CD Baby, and others, as this would require full ownership of the Composition(s).
3. **Composition** – refers to an original piece or work of music (instrumental), the structure of a musical piece, or the process of creating or writing a new piece of music.
4. **Master Recording/Master** – refers to the process of preparing and transferring recorded audio by Shade Star Enterprise, LLC containing the final mix to a data storage device and is the source from which all copies, replications and/or duplications will be produced.

- 5. Performance Rights.** This License includes performance rights to use the Master Recording for paid performances in live shows and concerts totaling up to \$1,000 (USD) in earnings. An upgraded License (“Unlimited Non-Exclusive License” or “Exclusive License”) is required for additional usage. Unlimited non-profitable performance purposes are permitted.
- 6. Broadcast Rights.** This License includes broadcast rights to use the Master Recording for broadcast on one (1) radio station. An upgraded license (“Unlimited Non-Exclusive” or “Exclusive License”) is required for additional usage.
- 7. Synchronization Rights.** This License does not include commercial synchronization rights to use the Master Recording for YouTube and other audio-visual usage such as TV, film, or video games. A separate license is required to obtain synchronization rights (“Sync License”). Only the non-monetized/non-profitable distribution of music videos on sites such as YouTube is permitted.
- 8. Final Recording.** The Licensee must supply the ShadeStar producer with at least one (1) copy of each final recording made using ShadeStar’s music.
- 9. Credit.** Licensee shall note and give credit to the original authorship of the Composition(s) appropriately and reasonably in all media and performance formats by acknowledging the relevant author in writing, where possible, and vocally otherwise.

For example: Butterfly – song (Produced by ShadeStar Enterprise, LLC)

Additionally, Licensee shall acknowledge the original name(s) of Composition(s) in written credits where possible. Including but not limited to YouTube video descriptions, album liner notes, blog posts, etc.

For example: Beat – “Soul Love” by ShadeStar Enterprise, LLC

Where a project is commercially released and registered with a performance rights organization (such as BMI, ASCAP, SEAC, or PRS for music) Maurice Harmon shall be acknowledged as the Writer/Composer for the

purpose of royalty collection at 100% (registered with ASCAP, Acc No. 1672712).

10.Accounting. *Payment for this Non-Exclusive License is non-refundable.* If Licensee fails to account to Licensor, in a timely and complete manner, the payments provided for hereunder, Licensor shall have the right to terminate the License upon written notice to Licensee, as provided for below. Such termination shall render the recording, manufacture and/or distribution of Licensee's recordings for which monies have not been paid, subject to and actionable upon as infringements under applicable law. Licensee must make reasonable efforts, at all times, to maintain an accounting of all sales, including, but not limited to, commercial distribution, both digital and physical. Licensee and its agents will, upon reasonable request by Licensor, make such accounting(s) available for inspection and audit by Licensor or its authorized representatives, who will have the right to take copies of or extracts from any records kept pursuant to this Agreement. The costs of the audit will be borne by Licensor, unless the underpayment exceeds five percent (5%), in which case the Licensee shall bear the costs of such audits.

11.Notices. Any notice, request, demand, consent or other communication required or permitted under this Agreement shall be in writing and sent either via email to the email address as provided by the Parties and shall be considered sent when the email is sent to the correct email address of the Party or shall be given by personal delivery (including courier) by certified mail (confirmed by mail) addressed to the Party for which it is intended at the address below and shall be deemed to be given on the day of delivery or transmission if within during normal business hours, or, if after business hours, on the next following business day, or if mailed by registered or certified mail, on the day which is seven (7) Business Days after such notice is mailed during normal postal conditions. In the event of a postal disruption, any notice mailed will be deemed received on the seventh (7th) Business Day following resumption of regular postal service.

If to the Licensor:

143 St Patrick Drive
Ste. 104 #297
Waldorf, MD 20601
shadestarnation@gmail.com

If to the Licensee:

12. Indemnification. Licensee hereby agrees to indemnify, defend, and hold harmless Licensor and its officers, agents, and affiliates from and against any and all third party claims, actions, causes of actions, lawsuits, damages, liabilities, obligations, costs and expenses (including, without limitation, reasonable attorney fees) incurred by, or imposed or asserted against, Licensor arising out of or relating to (i) the violation of any copyright or proprietary right of any third party; (ii) Licensee's unauthorized use of the Composition(s); and (iii) any losses arising as a result of the acts, omission, or negligence of Licensee, its officers, its directors, and its representatives.

13. Exclusive License Option. In the event that an exclusive license is sold for any of the Composition(s) outlined in this Non-Exclusive License Agreement, the terms herein agreed upon shall be upheld. In the event that the Licensee exceeds the total granted unit copies or any other terms agreed upon herein, an upgrade of the Non-Exclusive License or a re-negotiation for an Exclusive License may be possible, provided that the Composition(s) has/have not been sold as an exclusive license. |

14. Deliverable. The Licensee shall receive a high-quality mixed MP3 format version of the Composition(s). Upon payment of an additional fee, Licensee shall also receive the uncompressed mixes and separate track lines ("Trackouts") in high quality WAV format.

15. Sample Clearance. Licensee agrees that the clearing of any sampled materials prior to commercial release is the responsibility of the Licensee. Licensor will make reasonable efforts to provide the name of the sample(s) for Licensee to help with the clearance process.

16. Non-Transferrable. This License is non-transferrable, may not be re-sold, and is limited to the Composition(s) specified below.

17. Governing Law. This License is governed by and shall be construed under the laws of the state of Maryland as well as the laws of the United States of America, without regard to conflict of laws and principles thereof. Each party hereby consents to personal jurisdiction in any action brought in any court, federal, or state, within the United States of America.

18. Miscellaneous.

- a. If any provision of License is held to be invalid, illegal, or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that License otherwise remains in full force and effect and enforceable.
- b. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof. Paragraph headings are inserted only for the purpose of convenient reference and shall not be given any legal effect.
- c. The failure by Licensee to perform any of its material obligations hereunder shall be deemed a breach of this Agreement.

19. Entire Agreement. This Non-Exclusive License Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, if any, whether oral or written pertaining thereto. This License Agreement may not be changed or modified, or any covenant, representation, warranty, or provision hereof waived, except by an agreement in writing, signed by the party against whom enforcement of the change, modification or waiver is sought, and not otherwise. This Agreement shall inure to the benefit of and be binding on the Parties, their successors, and assigns.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK AND RECEIVE LEGAL ADVICE FROM INDEPENDENT COUNSEL WITH RESPECT TO THE TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE EITHER CONSULTED WITH SUCH ATTORNEY OR HAVE WAIVED SUCH RIGHT AND HAVE DECIDED TO ENTER INTO THIS AGREEMENT FREELY, WITHOUT ANY COERCION OR DURESS FROM ANY PERSON(S).

Composition(s) Purchased:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

If the foregoing confirms both Licensor's and Licensee's understanding, kindly indicate by signing below.

Signatures:

Licensor _____ Date _____

Maurice Harmon,
President/CEO
ShadeStar Enterprise, LLC

Licensee _____ Date _____