



## Music License Agreement

This Music License (this "Agreement") is made effective as of \_\_\_\_\_  
Between Small Pond Studios, of Georgetown, MA. And the purchaser of our products, specifically "Small Pond Beats" for the purposes of use of this product.

In the Agreement, the party who is granting the right to use the licensed party will be referred to as, "Copyright Holder", and the party who is receiving the right to use the licensed property will be referred to as "Licensee".

**WHEREAS**, the "Copyright Owner" owns the copyright, publishing rights and all other related rights in and to certain Music, and

**WHEREAS**, the licensee desires to obtain certain rights to the Music for using it.

**Grant of License.** Small Pond Studios owns the purchased Music. In accordance with this Agreement the Copyright Owner hereby grants to the Licensee, it's successors and assigns, subject to the payments set forth below, the right, license and privilege to use the Music purchased retains title and ownership of the \_\_\_\_\_, This grant of license only applies to the following described area: The United States of America.

The Licensee shall have the right to record and rerecord in the above described geographical area, the Music only in synchronism or time relation with the visual materials prepared by the Licensee, and to reproduce, distribute, import and sell said product on CD-ROM or CD-I, or electronically, throughout the geographical area.

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree to the following:

Songs purchased as the Pewter designation are licensed only as a personal use purpose and may not be duplicated, sold, transferred or used in any media other than personal use for their enjoyment. The license is Non-Exclusive and may be resold by Small Pond Studios.

Songs purchased as the Bronze designations are Non-Exclusive and have the following permissions and limitations:

1. May be used for use in one (1) personal video.
2. All other distribution is prohibited.

Songs purchased as the Silver designations are Non-Exclusive and have the following permissions and limitations:

1. May be used in the production of two (2) videos, and
2. May be uploaded to digital distributors for digital distribution.
3. May not be used for paid performances
4. May not be used as radio airplay.

Songs purchased in the Gold designations are Non-Exclusive and have the following permissions and limitations:

1. May be used in 3 videos,
2. May be uploaded to digital distributors,
3. May be used in paid performances,
4. May be used for radio airplay,
5. May be used for monetization in YouTube.com

Platinum, or Custom designations will have full rights to the Music purchased as a custom creation by Small Pond Studios. Small Pond Studios will relinquish all rights of ownership. Small Pond Studios and/or it's assigns will further grant to the Licensee certain consultation and collaboration during the creation of the song.