



TERMS & CONDITIONS

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(2) **LEASING RIGHTS** – Also known as non-exclusive rights, purchasing a leasing license grants the customer limited artistic, commercial and legislative rights to the corresponding beat(s) for one single profitable/commercial use (e.g. album, EP, single or mix-tape) on any physical or digital medium such as CDs, DVDs, Blu-ray Discs, LPs, Cassettes, USB-Sticks or digital sales (e.g. itunes, google-play, etc.) with a circulation of up to 3.000 sales units, all royalty-free. If this point of sale is reached and/or further sales are desired, further rights with a new sales cap need to be obtained with a new license or license upgrade. If the beat is no longer available and offered for any form of licensing and/or marked as sold, license owners of any type of non-exclusive rights may upgrade their current license to the highest available non-exclusive license such as a Premium lease, etc. If exclusive rights are no longer available, this does not affect license owners from being allowed to upgrade their non-exclusive license(s) to the highest form of non-exclusive license(s). Once Licensee has reached the allowed number of sales and any other limits concerning his license agreement, no more sales can be made after the sales cap is reached. Licensee expressly agrees to remove his song from any marketplaces, stores, etc. to avoid the song from being sold or monetized continuously. A leasing license (non-exclusive) comes as a tag-free WAV/ MP3-file and a contract/invoice, stating the rights of use and details of purchase. A beat can be leased to more than one person at the same time until exclusive rights are sold to the beat. Once a beat has been sold with exclusive rights, it will no longer be available for any kind of leasing and licensing, except for upgrading previously sold non-exclusive licenses to a higher non-exclusive license. Previous leasing/non-exclusive rights that have been sold before the beat is sold exclusively are not affected and stay valid until the applicable sales cap has been reached. Leasing a beat does not make the licensee the sole owner of the beat, nor does it give the licensee any administrative rights to the beat concerning legal actions against other license owners or anyone using any of the compositions offered by Last Phase Productions (Last Phase, Last Phase Beats). The licensee is not allowed to get profitable radio-, video- or television-airplay or to perform the song on commercial/profitable shows with a leasing rights license. For this purpose licensee must own exclusive rights to the beat or a higher non-exclusive license such as ‘premium leasing rights’, depending on which type of use he wants to market and distribute the song(s) over the beat(s). The licensor expressly forbids re-sale or any other distribution of the producer’s compositions, either as they exist or any modification thereof. You (the licensee) cannot sell, loan, rent, lease, assign, remix, re-arrange, remove any melodies, instruments, drum programming or transfer all or any of the products sold or the corresponding rights to another person or third party (example – Record Label, another production company, another producer, another artist), or for use in any competitive product.



The licensee understands that the licensor maintains 100% copyright and ownership of the original instrumental composition. Licensee cannot use any beat compositions as background element in TV, Film and DVD / computer game projects without obtaining written consent and a separate license agreement. Licensee must include on all productions and products the producer's name (Last Phase). Licensee agrees to display the producer's name in all physical media or within web presentation of a portion (e.g. pre-listening) or sum of the original instrumental composition that is being licensed in this agreement. Including but not limited to CD's, CD covers, Cassette tapes, LP's, Cards, etc. (Example credits: 'Beat prod. by Last Phase (Alonso Castro)' or 'Music produced by Last Phase (lastphasebeats.com)' ... Music © 2015 All rights reserved. Used under license. Any displayed or downloadable MP3 files must include 'Beat by Last Phase' within the file name. Furthermore, LEASING RIGHTS are subject to registrations in points (5) – (9).

(3) PREMIUM LEASING RIGHTS (if applicable) – Same restrictions as in point (2) LEASING RIGHTS, but including the following differences: A premium lease comes as a mixed tag-free WAV-file, tag-free MP3-file and the corresponding separate track-lines in WAV-format (also known as tracked outs) along with a license agreement/receipt, stating the rights of use and details of purchase. Instead of an allowed circulation of up to 3.000 sales units for LEASING RIGHTS, premium leasing rights allow up to 6.000 total sales units. Besides these allowed sales units (physical or digital song sales) which count as 1 profitable project, the customer/licensee is allowed to use the beat(s) for 1 further profitable project, either for public performances such as profitable live shows, or for monetized (profitable) videos (e.g. youtube, etc.). Licensee is allowed to earn up to \$2000 in total through either live shows or monetized videos. Licensee may not split earnings for both types of public performances, only 1 type of public performance is allowed! Once licensee has reached the limit of his allowed sales units and allowed total earnings, and/or further sales are desired, further rights with a new sales cap need to be obtained with a new license or license upgrade. If the beat is no longer available and offered for any form of licensing and/or marked as sold, license owners of any type of non-exclusive rights may upgrade their current license to the highest available non-exclusive license such as a premium lease, etc. If exclusive rights are no longer available, this does not affect license owners from being allowed to upgrade their non-exclusive license(s) to the highest form of non-exclusive license(s). Once Licensee has reached the allowed number of sales and any other limits concerning his license agreement, no more sales can be made after the sales cap is reached. Licensee expressly agrees to remove his song from any marketplaces, stores, etc. to avoid the song from being sold or monetized continuously. All other terms listed in point (2) LEASING RIGHTS, which are not included in this point (3) in changed form or as an addition, count as general non-exclusive rights terms that are legally valid and relevant for Premium Leasing Rights. Furthermore, PREMIUM LEASING RIGHTS are subject to registrations in points (5) – (9).

(4) EXCLUSIVE RIGHTS – The purchase of exclusive rights grants the customer full artistic and commercial rights to the purchased beat. There is no sales cap related to exclusive rights. An exclusive rights purchase comes as a tag-free WAV-file, a tag-free MP3-file and the corresponding separate in WAV-format (also known as tracked outs) along with a license agreement/receipt, stating the rights of use and details of purchase. Once a beat has been sold with exclusive rights, it will no longer be available for any kind of future sale/licensing. Previous leasing rights being sold before the beat has been sold exclusively are not affected hereby and stay valid until the sales cap has been reached. License owners of non-exclusive rights may upgrade their current non-exclusive license to a higher non-exclusive license (if available). It is therefore possible that a beat has been leased several times before exclusive rights are sold. Once exclusive rights are sold, the beat(s) will be marked as "sold" and any possible download and licensing option will be removed. Upon request, a sold beat may be removed from any website and marketing space where it has been offered for sale by the licensor, if licensor agrees to. This excludes demonstrational videos (e.g. youtube, etc.) or demonstrational audio material used in intros, animations or as background music. Licensee is not allowed, nor has the authority, to dis-allow/forbid other non-exclusive license-owners any use of the beat-composition(s) for commercial/profitable purpose or take legal actions against non-exclusive license owners. The licensor expressly forbids re-sale or other distribution of the producer's beat-composition, either as they exist or any modifications thereof for use in any competitive product, nor can licensee transfer his rights to the



beat-composition to a third party if it's not a full song with artist's/licensee's own vocals or at least lyrics. Licensee is allowed to sell his song over the beat-composition without any sales limitation or sales cap, worldwide and throughout the universe, without terminability, in any commercial/profitable form, and/or transfer the rights to his song over the beat, to another party such as Record Labels, another production company and another artist, but never the rights to the beat-composition itself for a standalone beat-composition product. The licensee understands that the licensor maintains 100% copyright and ownership of the original instrumental composition and that licensee buys exclusive sales rights and rights of use to the beat-composition(s) but not the intellectual property itself. This is necessary and entitles licensor to maintain the administrative and legislative rights to the beat-composition, in order to be able to ensure non-exclusive license owners administrative guidance and license-warranties. Licensee can use song(s) over beat compositions as background element in TV, Film and DVD / computer game projects without obtaining written consent and/or another license agreement. Licensee must include on all productions, products and any medium the producer's name (Last Phase). Licensee agrees to display the producer's name in all physical media or within web presentation of a portion (e.g. pre-listening) or sum of the original instrumental composition that is being licensed in this agreement. Including but not limited to CD's, CD covers, Booklets, Cassette tapes, LP's, Cards, Cases, Boxes, etc. (Example credits: 'Beat prod. by Last Phase (Alonso Castro)' or 'Music or Beat produced by Last Phase (lastphasebeats.com)'. Any displayed or downloadable files such as MP3-files must include 'Beat by Last Phase' within the file name. Furthermore, EXCLUSIVE RIGHTS are subject to registrations in point (5) – point (9).

(5) **CREDIT AGREEMENT** – Credit must always be given to 'Last Phase (Alonso Castro)' in written form, for example 'Beat by Last Phase (lastphasebeats.com)'. By making a purchase of any kind or downloading tagged beats, etc. or any similar content, the customer declares that he will give credit to the producer where possible in a written form (cd cover/booklet, song or video descriptions, youtube videos, file-names, mixtapes, albums, singles, remixes, social network pages such as facebook, music sites such as soundcloud, reverbnation, etc.). Proper credit is given as follows: (Example credits: 'Beat prod. by Last Phase (Alonso Castro)' or 'Beat by Last Phase (lastphasebeats.com)'. Used under license. Any displayed or downloadable files such as mp3s, wav files, etc. must include 'Beat by Last Phase' within the file name.

(6) **PAYMENTS** – Last Phase (Alonso Castro) accepts PayPal, Major Credit Card Payments and Bank transfers. All payments are to be paid or are paid upfront before delivery of the product. E.g. this means at the same time that services or products by Last Phase (Alonso Castro) will only be delivered after receiving the payment(s), never upfront.

(7) **PUBLIC PERFORMANCES (Shows/Videos/Streams/Radio-and TV-airplay)** – Public performances are 'live shows', 'live video streams', 'videos', 'audio streams', 'radio airplay', tv airplay' and 'film music' either as just music (standalone) or music in a movie, tv- or video-commercial, spot, etc. Non-profitable live performances or public performances (non profitable live shows, non profitable video streams, non-profitable audio streams) are allowed for any license type, without limitation in amount of performances. Profitable performances are only allowed with premium leasing rights, and exclusive rights. See appropriate/specific license description and terms. The only license allowing unlimited public performances of any kind, is exclusive rights. TV- and radio-airplay or streams are only allowed for Premium leasing rights and/or exclusive rights. Profitable live shows or monetized videos are allowed for any license higher than standard leasing rights (see restrictions in points 2-4). All profitable public performances as well as allowed sales units, if applicable for license type, are royalty-free, this means licensee keeps 100% earnings/profits made

(8) **DELIVERY** – Products, files and documents are delivered electronically via an automatic system if purchased via our instant delivery store, and also manually within a delivery time frame of 24 business



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and marketplaces they were offered, if licensor decides to. Download and license/purchase options to exclusively sold beats (exclusive rights) will be removed and the beat will be marked as 'sold' and become unavailable for any form of future licensing, except for non-exclusive license upgrading as defined in point (2) – point (4) for active non-exclusive license owners. Customer(s)/Licensee(s) may edit/alter the length of a beat, mixing/mastering of a beat (use of effects, change of volumes/levels, etc.), and general modifications, such as structure of instrumentation (separate tracklines), as they see fit, as long as they own a license to the beat and do not change the sound-structure of the beat itself, so that the beat becomes unrecognizable (e.g. only using drums or only using less than 70% of the entire sounds/instruments included in the original beat composition). It is also not allowed to use any parts, melodies, instruments, sounds, drum arrangements, etc. of the original instrumental composition for use in other compositions in a competitive product (for example: remixes or sampled music/beats) without written consent and licensor's approval. Remixes using any material of the original beat composition, or musical versions covering the original beat composition, played with live instruments (orchestra, band, etc.) are only allowed for exclusive rights license owners (unlimited profitable use), with written consent or a verbal agreement and licensor's approval. After the delivery of the beat, Last Phase (Alonso Castro) will be unbound of any further responsibilities and legal obligations to the customer(s)/licensee(s), and legally freed of any further duties. Musical Composition(s)/Beat(s) by Last Phase (Alonso Castro) may NOT be uploaded on any website, marketplace or distributed in any form without his permission and written consent. Last Phase (Alonso Castro) is not responsible for any other website(s), marketplace(s), company(ies) or person(s) claiming to sell his beats and owning rights to them, nor is Last Phase (Alonso Castro) legally responsible, nor liable/amenable for any damage, harm, financial losses or legal issues, caused by anybody abusing, disregarding or disrespecting the listed terms and conditions. Anyone found to be abusing and violating these terms and conditions or any other legal aspect concerning Last Phase (Alonso Castro)'s music, content, or physical and/or intellectual property, will likely face a law suit and criminal punishment and be held responsible for copyright infringement.

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Licensor: the licensor, also referred to as 'the producer', 'the composer', formerly known as 'Last Phase', 'Alonso Castro', 'Last Phase Beats' and 'Last Phase Productions' is the rightful owner of copyrights and originator/owner of the intellectual property and all rights to the music, beat(s), beat-composition(s), instrumental(s) and original sound recording(s). The licensor sells rights to his music and products and is the first part in the cue of licensing. The licensor has the worldwide, unlimited legal right to enter into this agreement and sell rights to his music and licenses throughout the universe, without terminability and any restrictions.

Beat-Composition(s): also referred to as 'beat(s)', 'instrumental(s)', 'composition(s)', 'sound-recording(s)', is the instrumental music that is being offered for sale, or being sold as a product in form of commercial/profitable rights of use and distribution, or offered freely, displayed, playing, embedded, and/or offered for sale or download on our website and any other audible way. Beat-Composition(s) are instrumental -music, -tracks, -compositions, -productions and -musical material produced and composed by Last Phase (Alonso Castro).

License(s): also referred to as 'license agreement', 'rights agreement' or simply 'agreement' stands for the type of rights a licensee will be granted by making a purchase of one or multiple products offered for sale on our website(s) and/or marketplace(s). The individual types of licenses are specifically defined in point (2) – point (4) and are furthermore subject to registrations in point (5 – 9) in the Terms & Conditions.

Product(s): also referred to as 'item(s)' or 'goods' stand for 'license(s)', 'beat-composition(s)', 'drum-kit(s)', 'sound(s)' or any 'service(s)' offered for sale or free download on our website(s) and/or marketplace(s).

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Exclusive: also referred to as 'exclusive rights', 'unlimited rights', 'buyout' or 'sole ownership' stand for rights, licenses and/or products, that are solely granted or sold to one single person/company/organisation, but not to multiple persons/companies/organisations at the same time. These 'exclusive' rights, licenses or products have less strict restrictions and limitations than non-exclusive rights, licenses or products, etc. 'Exclusive' rights, licenses or products are restricted to the person, group, or area concerned.



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