

WILL537

EXCLUSIVE LICENSE BEAT LICENSE AGREEMENT

Willistyles Multi-Media Group LLC, professionally known as Will537

License tier	Exclusive License
License fee	Custom offer / negotiated price
Beat	The beat title shown on the Square receipt/order confirmation
Licensee	The purchaser identified on the Square receipt/order confirmation
Effective date	The date successful payment is recorded by Square
Order reference	The Square payment/order identifier on the receipt
Files delivered	Untagged MP3, WAV master, and track stems

1. PARTIES AND ACCEPTANCE

This Beat License Agreement (the "Agreement") is between Willistyles Multi-Media Group LLC, professionally known as Will537 ("Licensor"), and the purchaser identified in the transaction record ("Licensee"). By completing payment, Licensee confirms that Licensee reviewed and accepted this Agreement. The Square receipt/order confirmation and this PDF are intended to be read together.

2. LICENSE GRANT

An exclusive, worldwide, perpetual license to create and commercially exploit one (1) new song using the Beat, subject to licenses issued before the Effective Date. No new licenses will be issued after the exclusive purchase is confirmed.

3. PERMITTED USE AND TIER LIMITS

- Unlimited streams, downloads, unit sales, music videos, performances, and commercial releases of the New Song.
- No new licenses for the Beat will be sold after confirmed payment.
- Any valid non-exclusive license issued before this purchase remains in effect.
- Track stems are included for production and mixing of the New Song.
- Final negotiated terms may be added in a signed written addendum.

4. FILES AND DELIVERY

Upon verified payment, Licensee is entitled to receive: Untagged MP3, WAV master, and track stems. Preview files are not licensed masters. Delivery links may expire and may be reissued to the verified purchaser. Licensee is responsible for securely storing delivered files.

5. OWNERSHIP OF THE BEAT AND NEW MASTER

Licensor retains all right, title, and copyright in the underlying instrumental composition and pre-existing Beat. Licensee owns the sound-recording master of Licensee's completed New Song, excluding Licensor's ownership in the Beat and musical composition. No copyright assignment or work-made-for-hire relationship is created unless both parties sign a separate written agreement expressly stating otherwise.

6. PUBLISHING AND SONGWRITING

Unless the parties sign a different written split sheet, the underlying composition of the New Song is split fifty percent (50%) to Licensor and fifty percent (50%) to Licensee and Licensee's co-writers collectively. Licensee must accurately register Will537/Licensor's 50% interest with applicable performing-rights organizations, distributors, publishers, and royalty administrators.

7. CREDIT

Licensee must give production credit substantially as: "Prod. by Will537." Credit should appear in release metadata and, where customary, in video descriptions, liner notes, and promotional materials. An accidental omission must be corrected promptly after written notice.

8. RESTRICTIONS

Licensee may not resell, share, upload, distribute, or sublicense the Beat or delivered files in substantially the same form received; claim authorship of the Beat; use the Beat to create a competing beat pack, sample pack, stock-music product, or standalone instrumental release; or register the standalone Beat or delivered stems with YouTube Content ID or another automated fingerprinting service.

9. CONTENT ID AND PLATFORM CLAIMS

Licensee may distribute and monetize the completed New Song on streaming and social platforms within this license's limits. Licensee may not use automated rights-management systems in a way that claims ownership of the underlying Beat or generates claims against Will537 or other authorized licensees. Any improper claim must be released promptly after notice.

10. EXCLUSIVITY AND PRIOR LICENSES

After confirmed payment, Licensor will remove the Beat from future licensing availability and will not issue new licenses for it. Exclusivity is prospective only. Any valid non-exclusive license issued before the Effective Date survives and remains enforceable according to its original terms. Licensee acknowledges that earlier licensees may continue exploiting their authorized songs.

11. ROYALTIES AND ACCOUNTING

Except for the composition and publishing split described above, Licensor does not claim Licensee's artist share of revenue from the New Song. Each party is responsible for registering and collecting that party's own royalties and for paying that party's collaborators, publishers, or representatives.

12. THIRD-PARTY MATERIAL

Licensor will disclose known third-party samples that require clearance. Unless the transaction record or a separate writing says otherwise, Licensee is responsible for obtaining any clearances required for Licensee's lyrics, vocals, added samples, interpolations, artwork, video, and other additions to the New Song.

13. PAYMENT, REFUNDS, AND CHARGEBACKS

The license becomes effective only after successful, non-reversed payment. Because digital files are delivered immediately, purchases are final except where required by law or where Licensor fails to provide the purchased files. A chargeback, payment reversal, or fraudulent purchase suspends the license until the payment dispute is resolved.

14. BREACH AND TERMINATION

If Licensee materially breaches this Agreement, Licensor may provide written notice describing the breach. Licensee has ten (10) business days to cure a curable breach. If it is not cured, the license may terminate. Unauthorized redistribution, resale, or fraudulent payment may result in immediate suspension while the matter is investigated.

15. REPRESENTATIONS AND LIMITATION

Each party represents that the party has authority to enter this Agreement. The Beat and files are licensed as provided, without guarantees of commercial success, chart performance, platform acceptance, or revenue. To the fullest extent allowed by law, neither party is liable to the other for indirect, incidental, special, or consequential damages arising from this Agreement.

16. GOVERNING LAW AND ENTIRE AGREEMENT

This Agreement is governed by the laws of the State of New York, without regard to conflict-of-law rules. This Agreement, the applicable store terms, and the Square transaction record form the entire agreement for this license and replace prior discussions about the same purchase. Any amendment must be in writing and accepted by both parties. If one provision is unenforceable, the remaining provisions continue in effect.

17. ELECTRONIC RECORD

The purchase record, payment confirmation, delivery record, and this PDF may be kept and produced electronically. Licensee's completion of checkout constitutes electronic acceptance of this Agreement. Questions or requests for a countersigned copy may be submitted through will537.com.

Store copy - keep with the Square receipt/order confirmation. Consider attorney review before public launch.