

NON-EXCLUSIVE VOCAL LICENSE AGREEMENT

1. Introduction

Vocalkitchen B.V., ("Vocalkitchen/Licensors") offers non-exclusive vocals which can be purchased by the customer ("Customer/You") and incorporated and exploited in a music production ("Music Production") created by the Customer. The combination of the Vocal and the Music Production will be hereinafter called the master ("Master"). This non-exclusive license agreement ("License") is applicable to all non-exclusive vocals ("Vocal(s)/Topline") the Customer purchases. The Vocal has been composed, performed, recorded and produced by the vocalist ("Vocalist") and (if applicable) its collaborators. Upon finalizing the purchase of the Vocal you are deemed to have accepted this License. This License is a legally binding document which determines your rights and obligations towards Vocalkitchen, the authors and/or performers of the Vocal pertaining the use and exploitation of the Vocal. Should you not comply with the terms of the License, Vocalkitchen is authorized to enforce the License and hold you liable for any damages including but not limited to legal fees resulting thereof.

2. Purchasing the Vocal

1. Upon completing the purchase of the Vocal, you will receive:
 - a. One stereo WAV-file containing professionally recorded, edited and produced Vocals, consisting of a dry lead vocal with and/or without backing vocal. You will not receive separate stems of the Vocal;
 - b. The invoice of your purchase;
 - c. A copy of this License for the completion of your own administration.
2. Purchase of the Vocal is a onetime payment upon which the Customer receives this License pertaining the neighbouring rights vested in the Vocal. This means that Customer is entitled to 100% of the neighbouring rights phonogram producer share.
3. Customer will not receive any copyright in underlying Music Production of the Master. This means that Customer will waive his copyright in the underlying Music Production of the Master.

4. License

1. Licensors grants Licensee a non-exclusive non-transferable sublicensable revocable worldwide license for a period of thirty (30) years from the date of purchase of the Vocal ("Term") to use the Vocal in the following manner:
 - a. You are allowed to incorporate the vocal in your Music Production which entails among others editing, processing, adapting the Vocal;
 - b. You are allowed to exploit one Music Production containing the Vocal which means you are granted the right to perform the following activities:
 - The exclusive right during the Term to manufacture, produce, reproduce, publish, release, distribute, sell, lease, promote, advertise, synchronize, sample, publicly perform and broadcast, sublicense and otherwise exploit the Master in any other way in the Territory and all audio formats of phonographic records such as vinyl, tape, digital carriers and any other format used for storing digital, optical, electronic, binary, comprised, analogue or numeric content or any sound and image-carrying media format known and used in the entertainment industry on date of signature, containing the Master made available hereunder. Sales are allowed through regular commerce, downloads, streaming, satellite, wire, cable, ringtones, realtones, games, podcasts, social media and all techniques of digital exploitation and distribution via the internet;
 - c. You are allowed to, subject to prior written approval of Vocalkitchen, place the Master for synchronization. Such approval can be obtained by emailing Vocalkitchen at info@vocalkitchen.com;
 - d. Customer is allowed to register the Master with neighbouring rights organisation as the main artist and phonogram producer (master owner).

5. Restrictions

1. The Vocal cannot be used and/or exploited including but not limited to publication or reproduction, or distribution as an acapella vocal separate or apart of Customer's Music Production.
2. Customer is not allowed to register copyright with the relevant collective rights management societies (such as BMI, ASCAP, PRS, Buma/Stemra, Sabam etc.) in the Music Production regardless of its authorship of the Music Production.
3. Customer is not allowed (professional) use of the name of the Vocalist and the approved pictures, images, likeness and biography of the Vocalist in connection with the advertising, promotion, publicizing, sale and other exploitation of the Music Production.

4. Customer is not allowed to change the title of the Master and/or to exploit the Master under a different title. This will constitute a breach of contract for which Customer will be held liable.

6. Ownership and intellectual property rights

1. Vocalkitchen and/or its Vocalists are and will remain the sole owner of all copyright vested in the Vocal and underlying Music Production. Vocalkitchen and/or its Vocalist(s) is/are solely entitled to register copyright in the Vocal and/or Music Production with the relevant collective rights management societies such as BMI, ASCAP, PRS, Buma/Stemra, Sabam etc.
2. Customer hereby transfers and assigns irrevocably to Vocalkitchen, which transfer Vocalkitchen accepts, all copyright for a period of thirty (30) years, including as far as permitted by law, all moral rights vested in the Music Production created by Customer and in which Customer has incorporated the Vocal. Customer is not entitled to a compensation for the transfer and assignment of the aforementioned copyright to Vocalkitchen.
3. Insofar as any copyright in connection with the Music Production is not transferred to Vocalkitchen pursuant to Article 6.2, Customer will, at the first request of Vocalkitchen transfer the aforementioned rights to Vocalkitchen.
4. Insofar as any copyright in connection with the Music Production is not capable of being transferred to Vocalkitchen, Customer hereby grants Vocalist the exclusive, royalty free, worldwide, perpetual right, including the right to grant sublicenses, to use and exploit the copyright vested in the Music Production, which right hereby is accepted by Vocalkitchen.

7. Customer's Information obligations

1. In the event Customer releases the Master either commercially through a record label or independently by self-release, Customer is obliged to provide 2 weeks before the release of the Master the following to Vocalkitchen per email: info@vocalkitchen.com
 - Title of the Master;
 - Name and address of the Customer;
 - Label copy information;
 - Artwork.
2. Should Customer not comply with the obligations in art. 7.1, Customer is liable for breach of contract and infringement of Vocalkitchen and/or its Vocalist(s) rights, which the aforementioned may remedy as deems appropriate, among others by seeking injunctive relief and/or (monetary) damages.

8. Representations, Warranties

1. Customer represents and warrants that any samples, replays, interpolations or other third-party elements used in the Music Production are cleared and that no claims can be made against Vocalkitchen and/or the Vocalist in relation to third party elements used in the Music Production. Customer holds Vocalkitchen and/or Vocalist fully harmless and fully indemnifies Vocalkitchen and/or Vocalist in this respect and as defined in art. 8 of this License.
2. Customer represents and warrants that any samples, replays, interpolations or other third-party elements used in the Music Production are cleared and that no claims can be made against the Customer in relation to third party elements used in the Music Production. Customer holds Vocalkitchen and/or Vocalist fully harmless and fully indemnifies Vocalkitchen and/or Vocalist in this respect and as defined in art. 8 of this License.

9. Indemnity and Liability

1. Customer agrees, during and after the Term, at its sole expense, to defend, indemnify, and hold Vocalkitchen and Vocalist and its respective affiliates, successors, assigns, and the officers, directors, members, agents, and employees of the foregoing, free and harmless from and against any and all liabilities, losses, claims, costs, damages, demands, and expenses (including attorneys' fees and other legal expenses) (collectively, "Liabilities") occasioned by or arising out of any real or potential claims, controversies, disputes, demands, counts, unlawful acts and causes of action, whether written or oral, arising from or related to this Agreement, or resulting from Artist's negligence or wilful misconduct. Artist will fully reimburse Vocalkitchen promptly, on demand, for any and all Liabilities made or incurred by the Vocalkitchen to which this indemnity applies.
2. If any claim, controversy, dispute, demand, count, or cause of action covered by this indemnity occurs Customer will notify Vocalkitchen. Customer shall have the right, at Customer's own expense, to participate in the defence of any such claim, controversy, dispute, demand, count, or cause of action with counsel of Vocalkitchen's choice. The defence and settlement of the claim, however, shall be controlled and determined at Vocalkitchen's sole discretion.

10. Term and early termination

1. The term of this License commences on the purchase date of the Vocal and will automatically expire after thirty (30) years.
2. Vocalkitchen is authorized to terminate this License with immediate effect and by law, without requiring judicial intervention, without being required to pay any compensation and without prejudice to other rights and remedies by law, by sending registered letter to the Customer, if and as soon as the Customer:
 - a. is declared bankrupt and/or ceases to exist and/or has entirely stopped its business activities and/or is no longer able to fulfil its obligations under this Agreement;
 - b. makes an assignment for the benefit of creditors, or files for creditor protection, or becomes insolvent, bankrupt or otherwise is unable to pay its debts as and when due, or when a receiver or administrator is appointed or when anything having the similar effect of the events specified above shall occur;
 - c. despite being given a written notice of default by registered letter, fails to comply with any terms and conditions under this agreement within a term of 30 (thirty) days after receipt of such written notice, with such to the extent that the violation can be remedied;
 - d. invokes the nullity or otherwise disputes the validity of any of Vocalkitchen's and/or Vocalist's intellectual property rights or attempts to register the copyright vested in the Music Production in its own name.

11. Processing of Personal Data

1. Customer agrees and acknowledges that Vocalkitchen is allowed to process and store Customer's personal data in order to provide Customer with the services and obligations under and in connection with this License.

12. Governing Law

1. This Agreement shall be governed by and construed in accordance with Dutch law and any dispute arising out of this License or in connection therewith shall exclusively be submitted to the competent courts in Amsterdam, the Netherlands which court will apply Dutch law to the dispute.
