



## Beat Bakery Co - End License User Agreement

**1. Agreement and Acceptance.** This agreement (the “Agreement”) is between Beat Bakery Co/illMaestro, (“Less is More Sample Loops”) and you. This Agreement is applicable for any use, downloading, or purchase of any sound recording and software sample libraries (individually, and collectively, the “Samples”) made from “Less is More”. Please read this Agreement carefully before using or purchasing any Samples. By using, downloading, or purchasing any Samples, you are agreeing to be bound by this Agreement. If you do not wish to be bound by this Agreement, do not use, download, or purchase any Samples.

**2. Samples License.** Beat Bakery Co, grants you the limited, non-exclusive, non-transferrable, terminable, worldwide right to use the Samples for commercial or non-commercial use, solely in a derivative work you create where you combine the Samples with other sounds within a musical composition. This license expressly prohibits the resale, other distribution, or use of the Samples or their derivatives in isolation, in any way or manner, except in accordance with a permitted use contained in this Agreement. For clarity, this license is only for you, the original user or purchaser, and you cannot sell, give away, rent, lease, sublicense, distribute, transfer, copy, reproduce, display, perform, modify, decompile, share, or otherwise use the Samples for use by others in any musical library or sample library product. Beat Bakery Co. owns and remains owner of the Samples (including any copies). All rights that Less is More Sample Loops does not expressly grant in this Agreement are reserved.

(a) When it comes to clearances, “Less is More” samples are not free of charge. When releasing a track using our samples on an artist(s) signed to labels (Major or Independent) there are clearance fees and negotiations (including for example : publishing, royalties, mechanicals, and points splits) required, this will be negotiated in good faith between our respective teams prior to release.

(b) Beat Bakery Co, shall be contacted at ( **Placements.loopsbb@gmail.com** ) for all placement releases for all major and Independent labels for clearance, credit, PRO registration..etc. (As some independent labels might have distribution through a indie/major co-venture.) (Example: Sony Red, Caroline, Ada, Empire, BMG..etc). If not and it is through Tunecore, Distrokid or Awal, it is up to the discretion of Beat Bakery Co if they want to clear the master portion of loop to them.

(c) All placement releases using the "Less Is More" loop sample(s), you will give co-production credit and this must be credited to "illMaestro".

**3. Term and Termination.** This Agreement shall begin from the earlier of the date you use, download, or purchase the Samples, and will remain in effect until termination. This Agreement will terminate if you breach any term of this Agreement in any way whatsoever. If Beat Bakery Co sends you written notice that it believes you have breached any term this Agreement, in addition to the Agreement being terminated, you must immediately destroy and cease all use of the Samples.

**4. Refund Policy.** You agree and acknowledge that all payments you make for the Samples are nonrefundable and that no refunds shall be granted in the case of a termination of this Agreement.

**5. Disclaimers and Limitation of Liability.** You agree and acknowledge that use of the Samples are at your sole risk, the Samples are provided to you on an "AS-IS" basis, and the Samples may include elements which diverge from propriety (e.g. rough tuning, sample imperfection, lack of noise reduction, and other various quirks in the sound). Beat Bakery Co, is not obligated to provide you with any support in connection with the Samples. If Beat Bakery Co, is ever found liable for any reason in connection with this Agreement, you understand and agree that the aggregate liability for all claims shall not be more than the amount you paid for the Samples.

**6. Indemnification.** Accordingly, Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, expenses, including, without limitation, reasonable attorney's fees, arising of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

**7. General.** This Agreement contains the entire understanding between you and Beat Bakery Co, in relation to the “Less is More” sample loops. The validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Virginia, United States of America without giving effect to any conflict of laws provisions. In the event of a dispute, the prevailing party shall be entitled to the reasonable cost of attorneys’ fees in connection therewith. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.