



## Sample License Agreement

This Sample License Agreement ("Agreement") is entered into by and between Francesco Biondi ("Licensor") and the licensee ("Client") for the licensing of the sample track described below. By purchasing and downloading the sample track, the Client agrees to be bound by the terms and conditions set forth in this Agreement.

### 1. Grant of License:

1.1 The Licensor grants the Client a non-exclusive license to use the sample track for the purpose of creating a new song by re-writing the original lyrics and re-singing over the instrumental composition.

1.2 The license allows the Client to distribute, sell, and monetize the new song created with the sample track on various streaming platforms, including but not limited to Spotify, Apple Music, YouTube, and other social networks.

1.3 This license is granted on a non-exclusive basis, and the Licensor reserves the right to grant similar licenses to other parties.

### 2. Restrictions:

2.1 The new song created using the sample track shall not be fingerprinted or registered with YouTube Content ID services such as Adrev or Identify. This is to prevent false claims on the original sample track shared on a non-exclusive basis.

2.2 The Client shall not use the sample track for any other purpose other than the creation of a new song as specified in this Agreement.

### 3. Performing Rights Organization (P.R.O.):

3.1 If the Client registers the new song with a performing rights organization (P.R.O.), the Client shall retitle and register the new song as an arrangement, clearly indicating the type of lyric adaptation (e.g., lyric added, modified lyric, translated lyric, etc.).

3.2 The Client must credit Francesco Biondi (IPI 00542050494) as the composer of the original music in the new song's credits.

3.3 The Client shall specify the use of a sample in the new song by indicating "The Colors Song" as the original title of the sampled work (ISWC T-318.407.695-3).

#### 4. Ownership:

4.1 The Licensor retains all rights, title, and interest in the original sample track, except for the specific rights granted to the Client under this Agreement.

4.2 The Client acknowledges that the new song created with the sample track is a derivative work, and the ownership and rights to the new song belong solely to the Client.

#### 5. Consideration:

5.1 In consideration for the license granted under this Agreement, the Client shall pay the agreed-upon license fee to the Licensor, as specified in a separate agreement or invoice.

#### 6. Term and Termination:

6.1 This Agreement shall remain in effect until terminated by either party.

6.2 Either party may terminate this Agreement by providing written notice to the other party.

6.3 Upon termination, the Client shall cease all use of the sample track and any materials derived from it.

#### 7. Governing Law and Jurisdiction:

7.1 This Agreement shall be governed by and construed in accordance with the laws of Italy.

7.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Italy.

*Please note that this sample license agreement is provided for informational purposes only and should not be considered legal advice. It is advisable to consult with a qualified attorney to ensure that the terms of the agreement are suitable for your specific situation and jurisdiction.*