

MORGAN MEMBERS – MEMBERSHIP LICENSE AGREEMENT (TERMS OF USE)

These Membership Terms (the "**Terms**") are published by **Morgan Productions, LLC, a Michigan Limited Liability Company** p/k/a **Morgan** (the "Producer" or "Licensor"). They apply to each person who accepts them and joins Morgan Members ("You," the "Member," or "Licensee"). The Member's email address on file with Producer is the address for all notices under Section 14.2.

These Terms are one half of the agreement. The other half is Member's own License Schedule.

The Terms are the rules, and are identical for every Member. Member's **License Schedule** is the personal record issued to Member and kept in Member's Dropbox folder: it names Member, states Member's Effective Date, and lists every Track licensed to Member on **Schedule A**, each row carrying the version of these Terms governing that Track. **The Terms and Member's License Schedule together form a single agreement** (the "Agreement"), each incorporated into the other by reference.

This is a single master agreement governing every instrumental music file (each, a "Track," and collectively the "Tracks") that Producer makes available to Member and that Member acquires a license to during an active Morgan Members membership. Each Track means all files comprising such Track, individually and collectively. Schedule A is updated as Member acquires each new license and, together with these Terms, sets forth the full rights granted in and conditions of Member's use of each Track. **Schedule A is the controlling record of what Member is licensed to do with any given Track.**

Version. These Terms are version **v1.5**, effective 12 August 2026. Each version is published at its own permanent address and is never altered once published. Every Track on Member's Schedule A records the version in force on that Track's License Date, which governs that Track for its whole term under Section 15.3.

KEY INFORMATION

Summary only. The cited Section controls wherever this panel differs from it.

ITEM	DETAIL
Legal entity	Morgan Productions, LLC, a Michigan Limited Liability Company
Signing officer	Samuel Morgan Wolthuis, Managing Member
Production credit	Produced by Morgan
Writer (PRO)	WOLTHUIS, SAMUEL MORGAN — IPI 01233361488
Publisher (PRO)	MORGAN PUBLISHING — IPI 01308613274
Publishing split	You keep 50%, Producer side keeps 50% — writer and publisher alike. On a collab beat the Producer 50% divides between Morgan and any co-producer, at the exact percentages named in that Track's Producer-Side Publishing entry on Schedule A. §7.2
Master royalty	10% of Net Receipts per New Master. §8.1

ITEM	DETAIL
Split payee, notices, Bonus Beat requests	contact@morganbeats.com . Use for all distributor splits, letters of direction, statements, royalties, and every notice. Bonus Beats by email only. §2.7, §14
Governing law	State of Michigan. §13
What you get	Every beat dropped while you are subscribed is licensed to you automatically , on Schedule A when the files land. No request, no extra fee. If nothing released in one of your monthly Allowance Periods suits you, your Bonus Beat lets you take a Track from the catalogue on top of the drops, back catalogue included. You decide whether that period's beats suited you; Producer does not second-guess it. §2.1, §2.3, §2.7
What this is	A perpetual license for the Tracks on your Schedule A. Not a promise of any number of beats, on any schedule. Producer may pause or stop. §4.4
Before you joined	Not included. Auto-licensing is forward only from your Effective Date. Older Tracks by Bonus Beat request. §2.3(c)
Samples	Producer discloses any sample requiring clearance in the drop notice and the Schedule A row. Royalty-free library material is not listed and needs no clearance by you (§11.3). Clearing what is listed is entirely yours . Never release a Track shown as uncleared. §11.2
Payment fails	Licensing pauses . Drops held 30 days; Bonus Beats pause but requests queue without spending allowance, and no statement is needed while nothing is being released to you. Pay inside the window and everything held vests retroactively , original date and files. Miss it, it is gone. Schedule A untouched either way. §2.3(e)
Your rate	Locked for as long as your membership runs without a break . Prices may change for new members at any time; yours does not move. Cancel and rejoin later and you take the price then current. §1.4
Free tier	Not a membership . Switching to free ends the paid membership: no beats are licensed to you and nothing is delivered. Everything already on your Schedule A stays yours for life. §1.2(b), §1.5
You cancel or pause	Use the link at the foot of any email; it opens your account. Cancelling is effective end of the period you subscribed for , not immediately. A pause stops billing and stops beats being licensed to you while it runs, and no Bonus Beat allowance builds up; your rate is unaffected and everything already on your Schedule A stays yours. Drops and Bonus Beats continue to that date. Every license already on your Schedule A is perpetual and stays yours for life. No refund, no proration, ever. §1.2, §3.1
You charge back	Every license from the reversed period is revocable, drops included , and releases must come down. §3.3(b)

ITEM	DETAIL
Empty week	Any full week you were subscribed and nothing dropped = one extra Bonus Beat , automatic, from week one, and you don't have to say a word to claim it. Credited to your cycle (or the next, if it ends in the final 7 days) and expires with that period . Three empty months lets an annual member exit pro-rata. §4.5
One membership	There is one membership tier and it includes every file type: WAV, MP3, and stems on every beat. Nothing to upgrade to, nothing to choose. You are either a paid member or you are not. §1.4
Bonus Beat timing	You earn a Bonus Beat by completing a billing cycle, and you redeem it during the cycle after the one it was earned for, judged on the cycle just finished. Nothing accrues in your first cycle. If you cancel, the one you already earned stays redeemable for 30 days after that cycle ended — finishing a month always leaves you something to claim. One at a time, no stacking, no roll-over. §2.2, §2.7
Version	v1.5 , effective 12 August 2026. §15

Registering a release. Add Producer to the PRO split: **50% writer** to WOLTHUIS, SAMUEL MORGAN (IPI 01233361488), **50% publisher** to MORGAN PUBLISHING (IPI 01308613274), or the exact per-Track amounts in the Producer-Side Publishing entry on Schedule A where a collaborator is named. Then set a **10% master split** to contact@morganbeats.com with your distributor. Topliners, features, and co-writers come out of **your** 50%, never Producer's. §7.4

1. Membership and Consideration

1.1 **Consideration.** The rights granted under this Agreement are granted in consideration of Member being Subscribed. No separate per-Track license fee is payable for a drop-stream Track or a Bonus Beat; the License Fee for each such Track is included with membership. This does not apply to a license Member separately acquires under Section 2.1(iii), or to a file-entitlement extension under Section 2.6(c), either of which may carry its own fee. Member's payment of the applicable membership fee, whether monthly or annual, is the consideration for and condition of the validity and continued effect of this Agreement.

1.2 **Non-refundable; cancellation runs to the end of the paid period.** Except as expressly provided in Section 4.5(f), all membership fees are final and non-refundable.

Membership renews automatically. Membership is a recurring subscription. It **renews automatically at Member's rate and interval until Member cancels**, and the rate and interval are shown at checkout before payment and recorded in Producer's billing records.

How to cancel or pause. Member may do either at any time, without contacting Producer and without approval, using the **link at the foot of any Morgan Members email**. That link opens Member's account on Producer's website, where Member can:

- (a) **pause** the membership for a period Member selects, during which no charge is made;
- (b) **switch to the free tier**, ending the paid membership while keeping the account. **The free tier is not a membership tier under this Agreement and carries no rights under it:** no Track is licensed to a free account, no file is delivered to it, no Bonus Beat allowance arises on it, and no Silent Week uplift accrues to it. Every licence already on Member's Schedule A is unaffected and stays Member's for life under Section 3.1; or
- (c) **cancel the paid membership** outright, with or without also unsubscribing from Producer's emails.

Cancelling or switching to free ends the membership in full: billing stops, and no further Drop License or Bonus Beat arises after the paid period ends. **A paused membership is not Subscribed** within the meaning of Section 1.5 while the pause runs. A pause has these consequences and no others:

- (i) **no charge is made**, and the membership resumes automatically at the end of the period Member selected;
- (ii) **no Drop License arises for any Track released during the pause.** Those Tracks are not Held Tracks and do not vest later; Section 2.3(e) applies only to a Payment Hold;
- (iii) **no Bonus Beat allowance accrues and none may be redeemed.** Allowance Periods continue to run from the Effective Date under Section 2.2, and any allowance falling in a period wholly or partly within the pause expires unused, consistent with the no-accumulation rule in that Section;
- (iv) **no Silent Week uplift arises** for any week falling within the pause, Section 4.5(a) requiring Member to have been Subscribed for the whole of that week;
- (v) **a pause is not an interruption for the purposes of the rate lock in Section 1.4.** Member's rate survives a pause and Member resumes at the same rate; and
- (vi) **a carried-forward Bonus Beat request under Section 2.7(d) is preserved, not lapsed.**

Every license already on Schedule A is unaffected by a pause, a switch to the free tier, or a cancellation.

Cancellation stops future billing and **takes effect at the end of the period Member has already paid for.** It is not immediate and does not shorten that period. **Through the end of that paid period Member remains Subscribed for the purposes of Section 2.3,** continues to receive Drop Licenses automatically as each Track is released, and retains any Bonus Beat allowance then redeemable, subject to Sections 2.2 and 2.7. Member's access ends when the paid period ends.

A Bonus Beat already earned survives cancellation. The unit earned by the last Allowance Period Member completed stays redeemable for thirty (30) days after that period ended, under Sections 2.2(ii)(B) and 2.2(iii), even though Member is no longer Subscribed.

Subject only to Section 4.5(f), no refund arises in any case, including where Member cancels on the first day of a period, immediately after a renewal charge, or at any other point in a period. **No prorated, partial-month, or unused-time refund, credit, or set-off is available, except the pro-rata refund Section 4.5(f) gives an annual member after an extended shutdown.** A renewal charge is earned in full when it is made, and the commencement of a new period extinguishes any claim to a refund of the fee for that period.

1.3 Effect of cancellation (keep-everything). Every license Member obtains while a member, whether a Drop License, a Bonus Beat, or otherwise, survives cancellation for life under Section 3.1. Canceling stops only the incoming stream.

1.4 One membership; what it includes; Member's rate. There is a single paid membership, and every Member holds the same one. Membership is therefore binary: Member either holds the paid membership or does not. **There are no tiers to choose between, no upgrade, and no downgrade.** The free tier is not a membership under this Agreement, and moving to it ends the membership under Section 1.2(b).

What the membership includes. Every Track licensed to Member is delivered in **every file type Producer makes available for that Track, being WAV, MP3, and stems**, and the file types licensed for a given Track are recorded in that Track's row on Schedule A, where they are conclusive under Section 2.6(a). The **Bonus Beat allowance is one (1) per Allowance Period**, subject to Sections 2.2 and 2.7 as to when it is earned and when it may be redeemed, and to any uplift under Section 4.5. Every other term of this Agreement, including the scope of rights granted under Section 5, the term under Section 3, and the splits under Sections 7 and 8, applies identically to every Member and does not vary by price or by joining date.

Member's rate is locked for as long as Member's membership continues without interruption. A pause elected under Section 1.2(a) is not an interruption for this purpose and does not affect Member's rate. Producer may change the published price, the allowance, the file entitlement, or the name of the membership **at any time and at Producer's sole discretion**, but **no such change alters the rate Member is already paying.** A change in published price takes effect only for new memberships and, as to Member, only if and when Member cancels and later rejoins. **A change to the allowance or the file entitlement applies to Member from its effective date**, on not less than thirty (30) days' written notice under Section 15.2; Member may cancel before it takes effect. A change

of any kind operates prospectively only and never alters a Track already recorded on Schedule A, per Sections 2.6 and 15.3.

If Producer later introduces a second membership tier, the rules in Section 2.6 govern: any difference in entitlement applies only to Tracks licensed on or after the date the change takes effect for Member, and nothing already on Schedule A is altered.

1.5 Definition: Subscribed. Member is "**Subscribed**" at any moment when Member holds an active **paid** tier and every amount then due has been paid. **Holding a free tier or free account is not being Subscribed, whatever the account status shows.** Member is **not** Subscribed while a Payment Hold is running under Section 2.3(e), **while a pause elected under Section 1.2(a) is running**, or after the membership has been cancelled, has lapsed, or has otherwise ended. Where this Agreement conditions anything on Member being Subscribed, that is the test.

1.6 Definition: Effective Date. Member's "**Effective Date**" is the date Member's paid membership commenced, being the date of Member's first successful membership payment. It is stated on Member's License Schedule. **It does not change** on a change of tier, a pause, a Payment Hold that Member cures, or any amendment to these Terms. **Where Member's membership ends and Member later rejoins, a new Effective Date is set on the date the new membership commences**, and the earlier Effective Date thereafter has effect only as to Tracks already recorded on Schedule A. Where this Agreement fixes anything by reference to the Effective Date, it means Member's Effective Date as so determined.

1.7 Definition: Member's Content. "**Member's Content**" means any New Master, New Composition, artwork, lyrics, vocals, or other material Member creates, releases, or distributes embodying a Track.

2. Grant of License and Bonus Beats

2.1 How licenses are granted. While Member is Subscribed, Producer grants Member a license to Tracks in three ways:

- (i) **Drop Licenses** (each a "Drop License"). Every Track Producer releases to the membership on or after Member's Effective Date, while Member is Subscribed, is licensed to Member **automatically**, at no separate fee, under Section 2.3. Member need not request it, select it, or take any action of any kind.
- (ii) **Bonus Beats** (each a "Bonus Beat"), one per Allowance Period, **earned by completing a month and redeemable in the month that follows it under Section 2.2, and available where nothing Producer released in the month earned suits Member, as Member alone judges under Section 2.7**, selected by Member from Producer's catalogue, **including the back catalogue and any Track released before Member's Effective Date**, and requested under Section 2.7.
- (iii) any other license Member acquires while subscribed (for example a sign-up license or a separately-licensed beat).

Each license so granted is added to Schedule A. **Drop Licenses are forward-only.** A Track released to the membership before Member's Effective Date carries no Drop License and is available to Member only as a Bonus Beat under (ii) or a separate license under (iii).

2.2 Redemption; allowance. Member's Bonus Beat allowance and delivered file type are those **in effect on the date the license is granted**, as recorded in Section 1.4. A Bonus Beat arises only in an Allowance Period in which the entry condition in Section 2.7 is met, except where that Section provides that the condition is satisfied automatically, and is granted only on a request made and confirmed in accordance with Section 2.7(a), which governs how a request is made and when it takes effect. Member requests a Bonus Beat by identifying a Track from Producer's catalogue; upon Producer's confirmation, the Track is added to Schedule A and the corresponding file is delivered. Producer may decline any request for a Track that Producer has earmarked for exclusive sale or that is otherwise not offered in the membership catalogue, in which case the request does not consume Member's allowance and Member may select another Track. The allowance resets at the start of each Allowance Period and, **subject to Section 2.3(e)(vii), which suspends both accrual and redemption for the duration of a Payment Hold, does not accumulate**: any allowance not requested within the Allowance Period in which it arises expires and is forfeited. "**Allowance Period**" means each successive one-month period beginning on the Effective Date and on the same day of each month

thereafter, regardless of whether Member is billed monthly or annually. An annual member accrues the allowance once per Allowance Period, not all at once for the year, and forfeiture applies to each Allowance Period separately.

Allowance is EARNED by completing a month, and is redeemable in the month that follows it. This is what makes the Bonus Beat a guarantee against a month that did not suit Member: the month has to have happened before Member can judge it.

- (i) **Nothing accrues in Member's first Allowance Period.** Member's first Allowance Period is a qualifying period only, and no Bonus Beat may be redeemed during it.
- (ii) **How a unit arises.** For each Allowance Period Member completes while Subscribed (a "**Qualifying Period**"), one
 - (1) Bonus Beat arises at the end of that period and may be redeemed only during its "**Redemption Period**", which is:
 - (A) where Member's membership continues, **the immediately following Allowance Period**; or
 - (B) where Member's membership has ended, whether by cancellation, lapse, or non-renewal, **the thirty (30) days following the end of the Qualifying Period.**

The Section 2.7 condition for that unit is judged **by reference to the Tracks released to Member during the Qualifying Period**, not the Redemption Period.

- (iii) **Cancelling does not take away a Bonus Beat Member has already earned.** Completing an Allowance Period is what earns the unit for that period, and **Member does not need to be Subscribed in order to redeem it.** Where Member's membership ends, the unit earned by the last Allowance Period Member completed stays redeemable for **thirty (30) days after that period ended**, under subsection (ii)(B), and Member redeems it exactly as a Subscribed member would, on the same perpetual licence, with the same Section 2.7 condition judged on the same Qualifying Period. **A Member who completes one billing cycle and then leaves therefore always has something to claim.** No unit accrues for a period Member did not complete, and no new unit accrues after the membership has ended.
- (iv) **No accumulation, no carry-over; one at a time. Only one Bonus Beat is redeemable at any moment**, being the unit earned by the most recently completed Allowance Period. A unit not redeemed within its Redemption Period expires and is forfeited, and is never restored, back-credited, or added to a later period. Where Member's membership continues, a unit's Redemption Period ends at the same moment the next unit arises, so Member never holds two. Only Section 2.7(d), which carries an unfulfilled request forward, and Section 2.3(e)(vii), which suspends accrual and redemption during a Payment Hold, alter this.
- (v) **Silent Week uplifts are not deferred.** An allowance uplift credited under Section 4.5 is credited to the Allowance Period that Section names and is redeemable in that period, **without regard to this subsection**, because it arises from Producer's own inactivity rather than from a completed month. Where Member holds both an earned unit and an uplifted unit in the same period, Section 2.7 governs the order in which they are drawn.
- (vi) **A pause interrupts earning.** An Allowance Period that falls wholly or partly within a pause elected under Section 1.2(a) is not a Qualifying Period and produces no unit, consistent with Section 1.2(a)(iii).

2.3 Drop Licenses: automatic grant on release; Schedule A precedes delivery.

- (a) **Automatic grant; when it happens. "Release"** means the moment Producer publishes a Track to the membership, evidenced by the send timestamp of the drop notice recorded by Producer's email or delivery platform. That timestamp is the single reference point for this Section and is conclusive absent manifest error.

Each Track Producer releases to the membership is licensed **at Release** to every Member who is Subscribed at that moment, **automatically, without request, and without any further act by either party**, on the terms of this Agreement and at the file entitlement of the membership in effect at Release. This is the core benefit of membership: Member keeps every Track released while Member was subscribed, for life, under Sections 1.3 and 3.1.

- (b) **Schedule A is written before the file is delivered.** Producer shall append the Track's row to Schedule A **before or at the same time as** delivering the file. The row shall state the Track's **License Date, which is the date of Release**, together with its Allowance Period, Grant Type, **Status**, Files Licensed, Terms Version, any sample requiring clearance, and Producer-side publishing allocation. The Schedule A row, not the delivery, is the record of the

grant and remains conclusive as to Member's entitlement under Section 2.6(a). Because the License Date is the date of Release, the entitlement fixed under Section 2.6(a) and the entitlement applied under subsection (a) are always the same.

- (c) **Forward-only.** A Drop License arises only for a Track whose **Release occurs at or after the commencement of Member's membership on the Effective Date**. Member acquires no Drop License in any Track released before Member joined, nor in any Track released after Member's membership has been cancelled, has lapsed, or has otherwise ended. A Track released during a Payment Hold is governed by subsection (e), under which it vests retroactively if Member cures. A Track outside Member's Drop License window may be requested by Member as a Bonus Beat under Section 2.1(ii), subject to Producer's right to decline under Section 2.2.
- (d) **Possession of a file is still not a license.** Notwithstanding subsection (a), release and exploitation rights vest only in a Track recorded on Schedule A. A file obtained by any route other than a grant under Section 2.1 carries **no license whatsoever**, including a file forwarded by another member, obtained from a shared, leaked, or expired link, retained after cancellation, received in error, or received during a period in which no Drop License arose. Its use is unlicensed and actionable as copyright infringement. **Where Schedule A and any file, folder, link, email, or other communication differ, Schedule A controls.**
- (e) **Failed payment: grants pause, then vest in full on cure.**
 - (i) **Payment Hold.** If any membership payment is declined, fails, or is not received when due, Member's membership enters a **"Payment Hold"** immediately. During a Payment Hold no Drop License vests, and Producer may withhold delivery of the corresponding files.
 - (ii) **Held Tracks.** Each Track released during a Payment Hold is recorded by Producer as a **"Held Track"** for that Member. A Held Track is not licensed and confers no rights of any kind unless and until it vests under subsection (iii).
 - (iii) **Cure; retroactive vesting.** If Member pays all outstanding amounts within the **"Cure Window"**, being **thirty (30) days** from the first failed payment, **every Held Track vests automatically and retroactively, exactly as if the Drop License had arisen at Release**. Each such Track's Schedule A row bears its original Release date as its License Date, together with the tier, file entitlement, and Terms Version in force at Release. Producer shall then deliver the withheld files. **Member is restored in full to the position Member would have occupied had the payment not failed**, including as to any Bonus Beat allowance and any uplift under Section 4.5 attributable to the Payment Hold period.
 - (iv) **Expiry.** If Member has not paid all outstanding amounts by the end of the Cure Window, the membership lapses, and **every Held Track expires permanently, is never granted, and confers no rights**. A Track that has so expired may afterwards be requested as a Bonus Beat under Section 2.1(ii) should Member rejoin.
 - (v) **Retries.** Producer may attempt to collect a failed payment on any schedule Producer or its payment processor applies. Any successful collection within the Cure Window, whether by retry or by Member's direct payment, is a cure for the purposes of subsection (iii). Producer is under no obligation to attempt any retry.
 - (vi) **Existing licenses untouched.** Neither a Payment Hold nor the expiry of any Held Track affects any license already on Schedule A (Section 3.1).
 - (vii) **Bonus Beats during a Payment Hold. No Bonus Beat is granted or fulfilled during a Payment Hold**, whether drawn from allowance accrued before the Hold or from any Allowance Period beginning during it, and **no allowance accrues during a Hold**. A request made during a Payment Hold is not refused: it is **held, and does not consume Member's allowance**, and is fulfilled on cure under subsection (iii) together with the allowance restored by it. If the Cure Window expires, every held request lapses with the Held Tracks under subsection (iv). **This subsection prevails over Section 2.2 for the duration of a Payment Hold.**

2.4 Single user; membership access is personal. Each license is granted to a single Member. Membership is personal to Member and, **subject to the production and featured artist exceptions in Section 2.5**, may not be shared, sold, sublicensed, transferred, or used by any other person. Member may not share membership credentials, delivery emails, download links, or any Dropbox or hosted link provided by Producer, and may not forward, repost, mirror, or otherwise make available any Producer communication containing such links. Member is responsible for any use of Member's membership by any other person.

2.5 No sharing or distribution of files in raw form. The Tracks, stems, and every file Producer delivers are provided to Member alone. Member is prohibited from giving, sending, sharing, posting, uploading, streaming, lending, trading, selling, reselling, licensing, sublicensing, or otherwise distributing any Track, stem, or delivered file, in its delivered form or any substantially similar form, to or with any person who does not hold a valid license from Producer for that Track. This prohibition applies without regard to whether Member receives payment and expressly includes:

- (a) providing a file to a friend, collaborator, artist, group member, or any other person so that they may write, record, or release their own material on it;
- (b) providing a file to any person who is not a paying Morgan Members member, including by re-sending a members-only drop;
- (c) posting a file to any file-sharing service, cloud folder, server, group chat, forum, social platform, Discord, or messaging thread accessible to any other person;
- (d) reselling, redistributing, bundling, or including a file in any pack, kit, library, or sample set; and
- (e) using a file as a "sample," loop, or source material provided to any third party.

The only permitted output is a finished recorded work. Member's sole permitted distribution is the release of a New Master and New Composition created under Sections 5.1 through 5.3. Nothing in this Section permits distribution of a Track in the form delivered.

Two exceptions, on shared conditions. Member may transmit a Track file, demo, or rough mix to:

- (1) Production.** An individual producer, engineer, mixer, musician, or session performer, strictly to the extent that person is working on Member's own New Master or New Composition; and
- (2) Featured artists.** A **featured artist, guest vocalist, or collaborator**, for the sole purpose of recording, writing, or delivering their contribution to **Member's own** New Master and New Composition. This requires no separate license.

In both cases the recipient acquires no license, may not use the Track in any other work, may not retain, reuse, or redistribute any file, and must delete every file on completion. Member is fully responsible for their compliance and liable for their breach as if it were Member's own. The featured artist exception is further subject to the following:

- (i) **One release, one license.** Where Member is the primary or lead artist and the other party appears as a featured or guest artist, **only Member's license is required.** The featured artist does not need their own Morgan Members membership or any separate license for that Track, and Member's Schedule A row covers the release in full.
- (ii) **Joint and collaborative releases need a license each.** Where the release is a **joint release** rather than Member's own — including a collaborative project, a co-headline or co-billed release, a release credited to a group, duo, or joint artist name, a release on another party's project, or any release where a party other than Member is a primary or lead artist — then **each primary artist must independently hold a valid license for that Track**, whether by their own Morgan Members membership with the Track on their own Schedule A, or by a separate license from Producer. A joint release where only one primary artist holds a license is unlicensed as to the others.
- (iii) **The featured artist acquires nothing of their own.** Their use is confined to Member's release under the shared conditions above; they gain no right to use the Track in any other work of their own.
- (iv) **Splits.** Any share allocated to a featured artist, guest vocalist, or collaborator is carved solely out of Member's fifty percent (50%), per Section 7.4. Producer's shares under Sections 7 and 8 are unaffected by the number of parties on the release.

Exclusivity within the group. Members-only Tracks that Producer has not released publicly are confidential to the membership. Member may not distribute, publish, or make such a Track available outside the membership in any form prior to Producer's public release of it, if any.

Any breach of this Section is a material breach. In addition to Producer's other remedies, Producer may immediately terminate Member's membership and require takedown and deletion, without the cure period in Section 12.1, which is superseded for a breach of this Section. Revocation of a license already recorded on Schedule A remains subject to Section 3.3. Member shall pay Producer all monies Member received in connection with the

unauthorized distribution, and shall further pay Producer all monies received by any third party to whom Member provided files, in connection with that third party's use of those files, to the extent Producer does not recover those monies from the third party directly.

2.6 Entitlement is fixed per Track; any change operates prospectively only. The membership is a single one under Section 1.4, and every Member holds the same entitlement. **Any change Producer makes to what the membership includes applies only to licenses granted on or after the date the change takes effect for Member, and has no retroactive effect of any kind.**

- (a) **The Schedule A row governs.** The file types Member is licensed to use for a given Track are those stated in the **Files Licensed** column of that Track's row on Schedule A, fixed as of that Track's License Date. That entry is conclusive and is not altered by any later change to the membership. **Where Member's License Schedule does not print a per-Track file column, the entitlement recorded for every Track is the full entitlement stated in Section 1.4,** and Producer's own record of that Track's row remains conclusive under this subsection.
- (b) **Files that are not licensed for a Track stay unlicensed, however Member obtains them.** Member acquires **no right in, and no license to use, any file type of a Track beyond what is licensed for that Track** under subsection (a). Any file Member obtains for a Track by any route other than a grant under this Agreement remains unlicensed as to that Track, and use of it is actionable as copyright infringement notwithstanding that Member is or was a Member. This subsection restates, for file types, the rule in Section 2.3(d) that possession of a file is not a license.
- (c) **Extending an earlier Track's entitlement.** Nothing in this Section prevents Member and Producer from separately agreeing in writing to extend a broader file entitlement to a Track already on Schedule A. Any such extension requires Producer's written confirmation and an amended Schedule A row, and Producer may condition it on a fee.
- (d) **If a second tier is ever introduced.** Should Producer offer more than one paid membership at any future time, then from the date any difference in entitlement takes effect for Member: a broader entitlement attaches only to Tracks added to Schedule A on or after that date, a narrower one claws nothing back and the licenses already recorded on Schedule A survive in full under Section 3, and a change in allowance takes effect at the start of the first Allowance Period beginning on or after that date and is never back-credited. In any conflict between what the membership then includes and a Schedule A row, **the Schedule A row controls.**

2.7 Bonus Beat requests: when one arises, how to make one, and what Producer does not guarantee.

When a Bonus Beat arises. The Bonus Beat exists for the month in which nothing Producer released suited Member. **Member may redeem a Bonus Beat during a Redemption Period where Member is not satisfied that any Track released to Member during the Qualifying Period that earned it suits Member's use,** those terms having the meanings given in Section 2.2, which governs when a unit is earned and when it may be redeemed. It is not a selection claimed regardless of what was released. Where the condition is met, Member may take any Track from Producer's catalogue, current or back catalogue, on the same perpetual license a Drop License carries.

Member alone judges it, and Producer does not second-guess it. Whether the Qualifying Period's Tracks suit Member is a matter of Member's own artistic judgment. **Member's statement to that effect in the request is conclusive. Producer does not assess, weigh, question, or require Member to explain or justify it, and Producer may not decline a request on the ground that Producer disagrees with Member's judgment, considers Member's reason insufficient, or considers that Member was released enough suitable Tracks.** The only grounds on which Producer may decline a request are those in Sections 2.2 and 11.2(e), which concern the Track requested and never Member's reason for requesting it.

Where the condition is satisfied automatically. No statement is required, and the condition is met without more, where (i) Producer released no Track at all to Member during the Qualifying Period; or (ii) the request draws on an allowance uplift credited under Section 4.5(b) or (c), each such uplift arising from a Silent Week and so from Producer's own inactivity. **Where Member holds both ordinary allowance and uplifted allowance in the same Allowance Period, uplifted allowance is drawn last,** so that limb (ii) frees only the uplifted unit and not Member's ordinary allowance. Each limb follows from Producer's own inactivity, and Member is not asked to certify anything in respect of it.

When the condition is tested. The condition is tested **once, by reference to the Tracks released to Member during the Qualifying Period**, and once met it is not retested. Because the Qualifying Period is complete before the unit becomes redeemable, the set of Tracks judged is closed and cannot change after the fact. It is not disturbed by the retroactive vesting of a Held Track under Section 2.3(e)(iii), and a request carried forward under subsection (d) below, or preserved through a pause under Section 1.2(a)(vi), carries its satisfied condition with it and is not tested again in the period into which it carries.

The process, in short. (1) Member browses Producer's catalogue and picks a Track. (2) Member emails **contact@morganbeats.com** naming the Track, the artist name to credit, and, where a statement is required by this Section, confirming that nothing released in the period suits Member's use. (3) Producer replies confirming the grant, or may decline under Section 2.2 or 11.2(e) if the Track is unavailable or contains an uncleared sample, in which case the allowance is not consumed and Member may pick another. (4) On confirmation, the Track is added to Schedule A and the file is delivered at Member's file entitlement under Section 1.4. **The license takes effect on Producer's written confirmation, not on Member's request and not on delivery of the file.** The subsections below govern.

- (a) **Email only.** A Bonus Beat request is effective **only when sent by email to contact@morganbeats.com** (or another email address Producer designates in writing) and only when Producer confirms it in writing. **Producer has no obligation to monitor, receive, act on, or fulfill a Bonus Beat request made by any other channel**, including Instagram direct message, SMS or text message, WhatsApp, Facebook or Messenger, TikTok, Discord, voicemail, phone call, in-person conversation, or any comment, reply, or story response on any platform. A request made by any such channel is not a request under this Agreement, does not start any obligation, and does not reserve, preserve, or extend Member's allowance for the Allowance Period.
- (b) **Bonus Beats are a benefit, not a guaranteed deliverable.** Producer will use commercially reasonable efforts to fulfill a properly made request within a reasonable time, but **Producer gives no delivery deadline, service level, turnaround time, or guarantee of availability**, and time is not of the essence.
- (c) **No liability for delay or non-fulfilment.** Producer is **not in breach of this Agreement, and has no liability of any kind to Member**, for any delay in fulfilling, or any failure to fulfill, a Bonus Beat request, from any cause whether or not within Producer's control. Member acknowledges that Producer is an individual operating a small business and that **Member is not entitled to any refund, credit, fee reduction, damages, or termination right** on account of a delayed or unfulfilled request. Subsection (d) is what Member gets instead.
- (d) **What Member does get.** If Producer does not fulfill a properly made request within the Allowance Period in which it was made, that request **does not consume Member's allowance**, and Producer **shall** carry the unfulfilled request into the next Allowance Period, notwithstanding the no-accumulation rule in Section 2.2, where it remains capable of fulfilment in addition to that period's ordinary allowance. **A carried-forward request lapses if it remains unfulfilled at the end of the third Allowance Period after the one in which it was made, and every unfulfilled or carried-forward request lapses automatically on cancellation, lapse, or non-renewal of Member's membership, or on expiry of the Cure Window under Section 2.3(e)(iv). A carried-forward request is preserved, not lapsed, during a pause elected under Section 1.2(a) or during a Payment Hold that Member cures within the Cure Window, and the Allowance Periods falling within a pause or a cured Payment Hold do not count toward the three-period limit in this subsection. Producer's silence is not a refusal.** A request Producer does not answer is neither declined nor spent: it remains a properly made request, it does not consume Member's allowance, and it carries forward under this subsection until fulfilled or lapsed. Producer may decline a request only on a ground stated in Section 2.2 or 11.2(e) and only by saying so in writing. This is Member's sole and exclusive remedy in respect of a delayed or unfulfilled Bonus Beat request.

3. Term

3.1 Lifetime license; no expiration. This is the promise the rest of the Agreement protects. The license granted for each Track **shown on Schedule A with a Status of `Granted`** is **perpetual and lifetime in duration**. A row shown as `Held`, `Expired`, or `Revoked` records a Track that is not, or is no longer, licensed to Member, and confers no rights; Sections 2.3(e) and 3.3 govern those states. It has **no term of years, no expiration date, and no renewal requirement**, and no fee, renewal payment, or continued membership is required to maintain it.

Once a Track is on Schedule A, it is Member's for life, and nothing short of the two grounds in Section 3.3 takes it back. It does not lapse, terminate, or revert on cancellation, lapse, or non-renewal of Member's membership, on a declined or failed payment, on any change to Member's tier, on any change to Producer's pricing or tier structure, on any amendment to these terms, or on Producer's discontinuation of the Morgan Members membership as a product. Member may continue to exploit each New Master and New Composition embodying a licensed Track in perpetuity, subject only to Member's continuing compliance with this Agreement, including the splits payable under Sections 7 and 8.

3.2 Personal to Member; no inheritance. Each Track license is personal to Member and is granted to Member alone. It does not pass to Member's heirs, estate, beneficiaries, or any other person by will, intestacy, operation of law, or otherwise, and it terminates automatically upon Member's death. Any purported devise, bequest, or transfer of a Track license is void. For the avoidance of doubt, Producer's master royalty under Section 8 and publishing share under Section 7 in any New Master or New Composition already created and released by Member survive Member's death and continue to bind that work and its owners under Section 8.4. Section 3.4 governs the limited continuation license Producer grants to Member's estate, successors, and permitted transferees for works released during Member's lifetime.

3.3 Revocation: the only two grounds. The lifetime license in Section 3.1 is subject to revocation in **only** the following two circumstances, and in no others:

- (a) Member's material breach.** Material breaches include, without limitation, a breach of Sections 2.3(d), 2.4, 2.5, 2.6(b), 5.3, 6.1 through 6.6, 7.3, 7.4, 8.3, 8.4, 8.5, or 11.2(c). Revocation on this ground proceeds only in accordance with Section 12.1.
- (b) Failure of consideration through a reversed payment.** If Member initiates or causes a chargeback, payment dispute, or reversal of a membership fee, Producer may revoke every license granted in consideration of the reversed payment, **including every Drop License that arose automatically under Section 2.3(a) during that period as well as every Bonus Beat and every other license granted in it**, because the consideration for those grants has been withdrawn. This ground stands independently of subsection (a) and does not require a finding of material breach. Revocation on this ground is limited to licenses granted during the Allowance Period or Allowance Periods covered by the reversed payment, which for an annual payment means every Allowance Period in the prepaid year, and does not reach licenses granted in any period for which payment was made and retained. On revocation under this subsection Member shall cease all exploitation of, and effect takedown of any release embodying, each affected Track, and any continued exploitation is actionable as copyright infringement.

Non-payment is not a ground for revocation. Ceasing to pay stops only the forward stream: **no Drop License vests during a Payment Hold under Section 2.3(e), and no new Bonus Beat allowance accrues**, but a Held Track vests retroactively if Member cures within the Cure Window. Subsection (b) applies only where Member claws back money already paid, not where Member simply stops paying.

Absent one of the two grounds described in this Section, Producer has no right to revoke, shorten, or repurchase a license recorded on Schedule A, including upon Producer's exclusive sale or other exploitation of the Track under Section 5.4.

3.4 Continuation license for already-released works. Producer grants a limited, non-exclusive license, perpetual in duration, to continue distributing and exploiting a New Master or New Composition **commercially released before the triggering event, as that work then exists**, in the manners permitted by Section 5.2, to each of the following (each a "Continuation Holder"):

- (a) upon Member's death, Member's estate and successors in title to such a released work; and
- (b) upon a sale, assignment, or transfer by Member of such a released work, or of a catalogue containing it, made in compliance with Section 8.4, the transferee of that work.

Each Continuation Holder's license is subject in full to Producer's master royalty under Section 8, the Producer side's publishing share under Section 7, and every restriction in Sections 2.5 and 6 **other than Section 6.1, to which this Section is an express exception**. A transferee under subsection (b) takes subject to Section 8.4 and must provide the written acknowledgment required by it; a transfer made without that acknowledgment conveys no license under this Section.

Scope. This license is confined to works already commercially released as of the triggering event. It permits **no** new New Master or New Composition, no new Video, no re-recording, remix, or new version, no use of any Track not already embodied in such a released work, and no use of stems. It conveys no right in any Track apart from the continued exploitation of the released work itself, and Producer remains the sole owner of each Track under Section 7.1. It conveys no membership, no membership access, and no Bonus Beat allowance, and Section 2.4 continues to apply.

This Section is a grant made directly by Producer, not an inheritance or transfer of Member's own license, which terminates at death under Section 3.2.

4. Delivery

4.1 Format. Producer delivers each Track as high-quality, **untagged** files, as such terms are understood in the music industry, to the email or account associated with Member's membership. The file types Producer delivers are those the membership includes **at the time of the grant**, per Sections 1.4 and 2.6. **Delivery follows the grant; it never creates one.** For a drop-stream Track the license arises on release under Section 2.3(a) and the Schedule A row is written first under Section 2.3(b). For a Bonus Beat the license takes effect on Producer's written confirmation under Section 2.7. What Member may lawfully do with any Track is determined solely by that Track's Schedule A row, under Sections 2.3(d) and 2.6(a), and never by the date or contents of any delivery.

4.2 Drop stream and Bonus Beat delivery. Where Producer releases a Track to the membership, the Track is granted under Section 2.3(a), its Schedule A row is appended under Section 2.3(b), and the file is then delivered to every Member holding that grant. Producer decides whether, when, and how often to release anything, and is under no obligation to release any Track at all; **Section 4.4 governs and controls over any reading of this Section as a delivery commitment.** Where a Track contains a sample **requiring clearance** that is known to Producer, Producer identifies it in the drop notice as well as in the Schedule A row, per Section 11.2(a), the scope of which governs. Royalty-free library material is not identified there and is covered by Section 11.3. A Bonus Beat file is delivered only on a request made and confirmed under Section 2.7(a), where the entry condition in Section 2.7 is met and within Member's allowance for the current Allowance Period, and subject to Section 2.7(b)-(c) under which Producer gives no turnaround guarantee and bears no liability for delay.

4.3 Stems and session files. Stems are included in the membership under Section 1.4 and are delivered for every Track whose entitlement includes them, per Section 2.6(a). Producer has no obligation to store, archive, or re-deliver project or session files, including FL Studio project files, which remain Producer's proprietary work product and are expressly excluded from this Agreement.

4.4 No minimum output; no cadence commitment; no obligation to release.

- (a) **Producer commits to no quantity, frequency, or schedule. Except for the conditional Bonus Beat entitlement expressly provided in Sections 2.2 and 2.7, nothing in this Agreement obliges Producer to create, complete, release, or deliver any beat, any minimum number of beats, or any beat at any particular interval. Any cadence Producer has followed, described, advertised, or discussed — whether weekly, monthly, or otherwise — is a description of practice only. It is not a term of this Agreement, not a promise, and not a representation on which Member may rely.**
- (b) **Producer may pause, reduce, or stop.** Producer may at any time, and without notice, reduce output, pause releases entirely, take time away for any reason, change the kind of material Producer makes, or cease releasing new material altogether. **None of these is a breach**, and, except for the uplift and annual-member exit in Section 4.5, none entitles Member to any refund, credit, fee reduction, damages, or termination right.
- (c) **What the membership fee buys.** Member's fee is consideration for (i) the licenses actually granted and recorded on Schedule A, including every Drop License under Section 2.3(a), and (ii) the right to request a Bonus Beat, at the allowance stated in Section 1.4, in any Redemption Period in which the entry condition in Section 2.7 is met. Because a Bonus Beat may be drawn from the back catalogue, that entitlement **never requires Producer to create anything new. This is a license agreement for the Tracks Member receives. It is not a supply contract, a services agreement, or any promise of future output.**

- (d) **Priority.** In any conflict as to Producer's output, cadence, or obligation to release, **this Section controls**, except that Sections 2.2, 2.7, and 4.5 continue to govern the Bonus Beat entitlement and the inactivity uplift.

4.5 Inactivity adjustment: automatic extra Bonus Beats.

Section 4.4 gives Producer complete freedom over output. This Section is the counterweight, and it operates **automatically, without any exercise of Producer's discretion and without Member having to ask, claim, or give notice.**

- (a) **Silent Week.** A "**Silent Week**" is a calendar week, running Monday through Sunday, in which Producer releases no new Track to the membership. **Consistent with the forward-only rule in Section 2.3(c), a Silent Week generates an uplift for Member only where Member was Subscribed for the whole of that week.** No uplift arises for a week ending before Member's Effective Date. A week falling wholly or partly within a pause elected under Section 1.2(a) generates no uplift in any circumstance. A week falling wholly or partly within a Payment Hold generates an uplift **only if Member cures within the Cure Window**, in which case it is credited retroactively under Section 2.3(e)(iii); if the Cure Window expires, no uplift arises for that week.
- (b) **Automatic uplift, one per Silent Week.** For **each** Silent Week, Member's Bonus Beat allowance **shall increase by one (1).** The uplift arises on the **first** Silent Week and on every Silent Week thereafter; there is no qualifying period, no minimum number of Silent Weeks, and nothing for Member to claim, request, or notify. **Producer has no discretion to withhold, reduce, delay, or condition an uplift**, subject only to the eligibility requirement in subsection (a).
- (c) **Each Member is credited within their own billing cycle.** Allowance Periods are anchored to each Member's own Effective Date and therefore differ between Members (Section 2.2). A Silent Week is credited to **the Allowance Period of that Member in which the Silent Week ends**, so the uplift is available to Member straight away rather than at some later date. Where a Silent Week ends within the final seven (7) days of an Allowance Period, it is credited instead to Member's **next** Allowance Period, so that Member always has a fair opportunity to use it.
- (d) **The uplift adjusts Member's entitlement, not Producer's output.** An uplifted allowance is requested, confirmed, and redeemed exactly like any other Bonus Beat under Sections 2.2 and 2.7, save that the entry condition in Section 2.7 is satisfied automatically and Member need certify nothing, and may be drawn from Producer's back catalogue under Section 4.4(c). **Nothing in this Section obliges Producer to create or release any Track**, and no uplift is a penalty, a liquidated damage, or an admission that any release was owed.
- (e) **Uplift does not accumulate.** An uplift attaches to the Allowance Period to which it is credited under subsection (c) and, consistent with Section 2.2, expires unused at the end of that period. Each Silent Week is counted once and is not counted again in any later period.
- (f) **Annual member's exit after an extended shutdown.** Where **three (3) consecutive Allowance Periods** pass in which Producer releases no new Track at all, a Member then paying on an annual basis may terminate the membership on written notice and receive a **pro-rata refund of the prepaid Allowance Periods that have not yet elapsed.** This is an express exception to Sections 1.2 and 4.4(b). **Every license already on Schedule A is retained in full** (Section 3.1), as is every uplift already earned. A Member paying monthly may simply cancel and no refund arises.
- (g) **Sole remedies.** Subsections (b) and (f) are Member's **sole and exclusive remedies** for any reduction, pause, or cessation of Producer's output, and Section 4.4(b) otherwise continues to apply in full.

4.6 Where emails stop reaching Member; licensing does not depend on delivery.

- (a) **Licensing and delivery are separate.** A Drop License vests at Release under Section 2.3(a) and is recorded on Schedule A **whether or not Member receives, opens, or is willing to receive the drop notice.** Member's email preferences do not affect Member's Schedule A, and Member does not lose a single license by declining Producer's emails.
- (b) **If Member blocks or breaks delivery without cancelling.** Cancelling, pausing, and downgrading are dealt with in Section 1.2. This subsection covers the different case where **Member's membership continues but Producer's emails stop reaching Member** — because Member marks them as spam, blocks or filters the sending address, allows the address on file to become invalid, or otherwise prevents delivery. In that case Member continues to accrue Drop Licenses on Schedule A for so long as Member remains Subscribed, but **Producer has no obligation**

to deliver the corresponding files by any other means, to re-send any drop, or to maintain any alternative delivery channel. Producer is not in breach of this Agreement and incurs no liability of any kind for non-delivery arising from Member's own election. Member may restore delivery at any time by unblocking Producer's address or updating the address on file, whereupon Producer will on request make available the files for Tracks then on Member's Schedule A; Producer gives no deadline or service level for doing so, and Sections 2.7(b) and 2.7(c) apply to that request by analogy.

(c) **Sample notice where Member has prevented delivery.** As to any Member who has prevented email delivery under subsection (b), Producer's sample disclosure obligation under Section 11.2(a) is **discharged by the entry in that Track's Schedule A row**, which Producer keeps current and makes available to Member on request at any time. Such a Member accepts that Member will not receive the drop-notice copy of that disclosure, remains solely responsible for clearance under Section 11.2(b), and remains bound by the release prohibition in Section 11.2(c).

(d) **Address of record.** Member is responsible for keeping the email address on file current. Notices under Section 14.2 remain effective when sent to the address on file, notwithstanding any block or filter applied by Member.

4.7 **Third-party platforms.** Producer delivers files, sends drop notices, and takes payment through third-party platforms and services. **Producer is not in breach of this Agreement, and has no liability to Member, for any delay, failure, interruption, data loss, or error caused by any such platform**, including a broken, expired, or unavailable download link, a failed or delayed email send, or a payment processing error. Producer will use commercially reasonable efforts to restore delivery or re-issue a link on Member's request, on the same no-deadline basis as Sections 2.7(b) and 2.7(c).

No platform failure costs Member a license. A Drop License vests at Release under Section 2.3(a) whether or not delivery succeeded, and Member's Schedule A is unaffected. Where a payment fails for platform reasons, Section 2.3(e) governs and Held Tracks vest retroactively on cure.

5. Use of the Tracks

5.1 **Rights granted.** For each licensed Track, Producer grants Member a worldwide, non-exclusive, non-transferable license to incorporate the Track into new musical compositions (each a "New Composition") and new master recordings (each a "New Master") written or produced by Member, individually or as a collaborator, by recording lyrics over the Track and/or incorporating portions of the Track into pre-existing music owned by Member. Member may modify the arrangement, length, tempo, or pitch of the Track in preparing a New Composition. All rights are non-exclusive; Section 5.4 sets out what Producer reserves.

5.2 **Scope of permitted exploitation.** Subject to Section 6 and to the sample restriction in Section 11.2(c), and for the perpetual lifetime term set forth in Section 3.1, Member may exploit each New Master and New Composition embodying a licensed Track as set forth in subsections (a) through (f) below. **Every category below is uncapped** as to number, quantity, length, and monetization, save for any condition stated on that Track's own Schedule A row, which controls for that Track under Section 16.2. There is no limit of any kind on units, sales, downloads, streams, plays, views, videos, stations, or performances, and no cap is introduced anywhere else in this Agreement. The only exploitation not granted is third-party commercial synchronization, governed by Section 6.4.

(a) **Distribution and sales.** Sale in physical and digital form, including paid downloads, free downloads, and physical product. The New Master(s) may be released as a single or included in a compilation, EP, or album, and sold via digital retailers for permanent download and in physical formats including compact disc and vinyl.

(b) **Streams.** Monetized and non-monetized audio and video streams of the New Master(s) and of any audiovisual work permitted by subsection (c).

(c) **Music videos and promotional content.** Synchronization with music videos of any length, each of which may be monetized, together with short-form promotional clips, reels, shorts, visualizers, lyric videos, live-performance videos, behind-the-scenes content, and similar material, on any platform including Instagram, TikTok, YouTube and YouTube Shorts, and any successor or similar service.

This subsection covers audiovisual works **created by or for Member to embody or promote Member's own New Master(s) and New Composition(s)**. It does not extend to third-party commercial synchronization, which Section 6.4 governs.

- (d) **Radio.** Play on terrestrial and satellite radio stations.
- (e) **Performances.** Public performance, for profit or not, including live performance (concert, festival, nightclub, and the like), radio, and internet streaming.
- (f) **Promotional use.** Any promotional purpose, including single release, inclusion in a mixtape or free compilation, and promotional streaming.

5.3 Sale of finished works. Member may sell New Masters and New Compositions in digital and physical form. Member may not sell, distribute, or make available the Track in the form delivered; a New Master and New Composition must be created for any sale right to vest. Any sale of a Track in its original form is prohibited.

5.4 Producer's reserved rights; non-exclusive basis. Member acknowledges and agrees that every license granted under this Agreement is granted on a **non-exclusive** basis and that Producer retains all rights in each Track not expressly granted to Member. Without limiting Section 7.1, Producer reserves the unrestricted right, at any time and without notice to or consent from Member, to:

- (a) license the Track to any number of other licensees, on the same, similar, or entirely different terms, including at any price and including for free;
- (b) **sell the Track on an exclusive basis**, assign it, or transfer ownership of it, in whole or in part, to any third party;
- (c) exploit the Track itself in any manner and in any medium now known or later devised, including releasing it commercially, synchronizing it, distributing it as an instrumental, and including it in any compilation, pack, library, or catalogue;
- (d) withdraw the Track from the membership catalogue, discontinue offering it, or earmark it for exclusive sale, in which case it ceases to be available for Bonus Beat redemption under Section 2.2; and
- (e) register and administer the Track with content identification systems, performing rights organizations, distributors, and aggregators as its owner.

Effect on Member. A license already recorded on Schedule A **survives** any transaction or exploitation described in this Section and is not revoked, shortened, suspended, or otherwise impaired by it, consistent with Sections 3.1 and 3.3. Before any exclusive sale, assignment, or transfer of ownership of a Track under Section 5.4(b), Producer shall obtain the transferee's written acknowledgment that it takes the Track subject to, and will honor, all licenses then recorded on Schedule A **and any continuation license then subsisting or later arising under Section 3.4**, and Producer shall bind its successors and assigns to those licenses. Member is entitled to no notice of, no consent right over, no participation in, and no share of any consideration received by Producer from any such transaction or exploitation, and Member shall not claim any interest in the proceeds thereof. Member further acknowledges that other licensees may release works embodying the same Track, that this is inherent in a non-exclusive license, and that Producer makes no representation as to how, when, or by whom any Track is otherwise exploited.

6. Restrictions

Member is prohibited from the following without Producer's prior written consent:

6.1 Non-transferable. Notwithstanding the introductory sentence of this Section 6, and without any ability of Producer to consent or waive, the rights granted are non-transferable without exception. Member may not assign, transfer, sublicense, bequeath, or otherwise dispose of any right hereunder to any third party, and any purported assignment or transfer is void. The only exceptions are (i) the featured artist and production exceptions in Section 2.5, which permit Member to send files to a collaborator working on Member's own release and do not transfer any right to that person, and (ii) the limited continuation license Producer grants directly to Member's estate, successors, and permitted transferees under Section 3.4, which is a grant by Producer and not a transfer by Member. Section 8.4 is not an exception to this Section: it does not permit transfer of any Track license, and governs only Producer's continuing royalty and publishing interests in a New Master or catalogue that Member sells or assigns.

6.2 No resale, sharing, or redistribution of the Track or stems. Governed in full by Section 2.5, including its prohibitions, its production and featured artist exceptions, and its remedies.

6.3 Stems. Where a Track's **Files Licensed** entry on Schedule A includes stems, they are licensed for Member's own production use in that Track's New Master and New Composition only. Member may not use stems in a new beat or instrumental for the purpose of exclusive sale or sublicensing, and may not resell or redistribute stems.

6.4 No third-party commercial synchronization. Member's audiovisual rights under Section 5.2(c) are unlimited in number, length, and monetization, but are confined to Member's own music videos and promotional content for Member's own New Master(s) and New Composition(s). Member may not license, sublicense, or permit the synchronization of the Track, the New Master(s), or the New Composition(s) into any third party's audiovisual work, including television programming, commercials and advertising, film, trailers, theatrical works, video games, or another party's production, and may not grant any third party a synchronization license. Commercial synchronization is not granted under this Agreement and is negotiated separately with Producer.

6.5 No Content ID / no third-party registration. Member is prohibited from registering the Track, or any file within it, with any content identification system, PRO, distributor, aggregator, or record label. Producer manages Content ID as the owner of the Track and whitelists Member's releases upon proof of license. Member must register only the New Composition splits per Section 7 and must not register the underlying Track.

6.6 No AI use of the Track. Member (and any collaborator, engineer, distributor, or third party to whom Member provides files) is prohibited from:

- (a) using the Track, any stems, or any New Master or New Composition embodying the Track to train, fine-tune, or develop any artificial intelligence or machine-learning model, dataset, or generative system;
- (b) using any artificial intelligence to generate, clone, interpolate, recreate, or produce a beat, instrumental, or song that is the same as or substantially similar to the Track;
- (c) submitting the Track or the finished New Master to any generative system for the purposes described in (a) or (b); and
- (d) permitting any of the foregoing. Member must impose these restrictions on any person to whom Member provides files and, where a distributor or platform offers an AI-training opt-out, must enable it for any release containing the Track.

For the avoidance of doubt, this Section does not restrict Member's use of AI tools for mixing, mastering, or editing Member's own vocal performance, provided the Track itself is never used as training or generation input.

Any breach of this Section 6.6 is a material breach. **Member hereby assigns to Producer, and shall on request execute all documents necessary to assign to Producer, all right, title, and interest in any output that Member or any person acting on Member's behalf generates in whole or in part from the Track in breach of this Section, together with all revenue derived from such output,** and Producer may revoke the affected license, require takedown, and pursue injunctive and monetary relief. Member shall obtain the same covenant from any person to whom Member provides files and is liable to Producer for that person's breach as if it were Member's own.

7. Ownership and Publishing

7.1 Ownership of the Tracks. Producer is and remains the sole owner of all right, title, and interest in each Track, including all copyrights in the sound recording and underlying composition, **except for any third-party sample, interpolation, or other third-party element disclosed under Section 11.2(a), in which Producer claims no ownership and makes no representation of ownership,** and subject to the non-exclusive license granted to Member under Sections 5.1 and 5.2. Nothing herein assigns those rights to Member. Member may not register any Track, standing alone, with the U.S. Copyright Office; that right is reserved to Producer. Nothing in this Section prevents Member from registering a New Composition or New Master with the U.S. Copyright Office, provided Member claims no ownership interest in the Track itself and accurately identifies the Track as pre-existing material licensed from Producer.

7.2 Publishing shares. Member owns the lyrics and original components Member solely creates. Member and Producer jointly own each New Composition into which a Track is incorporated. With respect to the underlying composition of each New Composition:

- (a) the **Producer side owns fifty percent (50%)** of the writer's share and fifty percent (50%) of the publisher's share; and
- (b) **Member retains fifty percent (50%)** of the writer's share and fifty percent (50%) of the publisher's share.

The Producer side's fifty percent (50%) is allocated among Producer and any co-writer, co-producer, or other contributor engaged by or on behalf of Producer in creating that Track. **That allocation is itemized per Track on Schedule A**, naming each Producer-side party **by legal name** with their percentage, together with Producer's own writer and publisher identifiers. Where no Producer-side collaborator is named for a Track, the full fifty percent (50%) is Producer's, registered as set forth in Section 7.3. In every case the Producer side's aggregate share is fifty percent (50%) and Member's share is fifty percent (50%), regardless of the number of Producer-side collaborators.

7.3 PRO registration. Before releasing any New Composition, Member must register it with the relevant performing rights organization allocating **fifty percent (50%)** of the total writer's share and **fifty percent (50%)** of the total publisher's share to the Producer-side parties, in the exact amounts and to the parties itemized for that Track on Schedule A, and must add those parties to the split.

Producer's own share shall be registered under **WOLTHUIS, SAMUEL MORGAN (IPI: 01233361488)** for the writer's share and **MORGAN PUBLISHING (IPI: 01308613274)** for the publisher's share. Absent a named Producer-side collaborator for that Track, the full fifty percent (50%) of each is Producer's and is registered to those identifiers.

Where Schedule A names a Producer-side collaborator, it identifies that party by legal name and states their percentage. Producer does not warrant, and is not required to supply, that party's IPI, PRO affiliation, or publisher details, which are theirs to hold and register. Member shall register the collaborator's stated percentage to them by legal name and, where the PRO requires further identifiers, shall obtain them from Producer or from that party before release. Each party administers its own share.

7.4 No dilution. The Producer side's publishing and writer's shares shall not be reduced, diluted, delayed, or encumbered by any grant, promise, split sheet, or registration to or by any third party. **Any share allocated to any topliner, co-writer, featured artist, vocalist, producer, engineer, or other contributor engaged by or on behalf of Member shall be carved solely out of Member's fifty percent (50%).** Any split sheet or registration inconsistent with this Section is void as against Producer.

7.5 Sample disclosure and third-party contributors. Where a Track contains a third-party sample **requiring clearance** that is known to Producer, or a Producer-side collaborator holds an interest in it, those facts are disclosed in that Track's Schedule A row, Section 11.2(a) governing the scope of what is disclosed. Member shall reflect any such disclosure in Member's registrations, credits, and metadata, and shall not release a New Composition in a manner inconsistent with the disclosed information. **Clearance of any disclosed sample is solely Member's responsibility under Section 11.2, which governs.**

7.6 Registration is Member's responsibility; Member obtains collaborator identifiers. Member is solely responsible for registering each New Composition and New Master correctly and on time, and for the accuracy of every split, share, identifier, credit, and item of metadata Member or anyone acting for Member submits to any performing rights organization, publishing administrator, distributor, label, or other collecting or reporting body.

- (a) **Identifiers are Member's to obtain.** Where Schedule A names a Producer-side collaborator, obtaining that party's IPI number, PRO affiliation, publisher name, and any other identifier the registering body requires is **Member's responsibility**. Producer is not required to supply them, and any identifier Producer supplies as a courtesy is furnished without warranty as to its accuracy or currency. Member shall obtain the identifier from the named party, or from Producer where the named party so directs, **before release**.
- (b) **A missing identifier never reduces the Producer side's share.** Member shall not delay, withhold, reduce, reallocate, or register to Member's own account any part of the Producer side's share on the ground that an identifier is missing or unconfirmed. Where an identifier is genuinely unavailable at release, Member shall register

that party's stated percentage to them **by legal name** and correct the registration promptly once the identifier is obtained.

- (c) **Liability for misregistration rests with Member. All liability arising from a misregistration, an omitted or incorrect split, a failure to register, a late registration, a registration inconsistent with Schedule A, or any resulting misrouted, withheld, delayed, or lost royalty rests solely with Member.** Producer bears no liability of any kind to Member in respect of it. Member shall indemnify Producer for it under Section 11.4 and **remains liable to Producer under Sections 7.2, 7.4, 8.1, and 8.3 for the full amount of the Producer side's share as though the registration had been made correctly**, irrespective of what Member or any third party actually received. Member shall correct any such registration promptly on becoming aware of it or on Producer's written request, and shall furnish Producer written proof of the correction.

8. Master Royalties

8.1 **Rate.** Member agrees to pay Producer **ten percent (10%)** of all Net Receipts derived from exploitation of each New Master embodying a Track.

8.2 **Net Receipts.** "Net Receipts" means all monies or value of any kind received by or credited to Member or any third party on Member's behalf from the exploitation, licensing, distribution, sale, or other disposition of the New Master, including streaming income, downloads, sales, advances, licensing and synchronization fees, user-generated-content revenue, and neighboring rights income, without deduction except for actual, documented, third-party out-of-pocket recording costs disclosed to Producer in writing before deduction.

8.3 **Collection.** Where available, Member shall satisfy this obligation by assigning Producer a **ten percent (10%)** master royalty split through Member's digital distributor (e.g., DistroKid, TuneCore, UnitedMasters, Stem, Symphonic, Vydia, or similar), configured as a **direct payee split** in Producer's favor at **contact@morganbeats.com**. Where distributor-level splits are unavailable, Member shall pay Producer directly. Member shall furnish Producer written proof of the configured split, including a screenshot or export, on request.

A properly configured distributor split satisfies Section 8.1 in full for the revenue flowing through that distributor, and no deduction of any kind, including the recording costs permitted by Section 8.2, applies to revenue collected that way. The Section 8.2 deduction is available only where Member pays Producer directly. Revenue that does not flow through the configured distributor split remains subject to Sections 8.1 and 8.2.

Payment of Producer's share is an ongoing condition of the license. Producer may terminate the affected license on written notice if Member fails to account or remit within thirty (30) days, and any unauthorized exploitation thereafter is actionable as copyright infringement. **The thirty (30) day period in this Section governs a breach of this Section 8.3 and supersedes the ten (10) business day cure period in Section 12.1 for that breach only.**

8.4 **Royalty runs with the asset; notification and transfer.** Producer's master royalty under this Section and the Producer side's publishing share under Section 7 are perpetual and bind all successors, assigns, and transferees. Member may not sell, assign, or transfer any New Master or catalogue containing a Track free of these interests. Before any such sale, assignment, or transfer closes, Member shall (i) notify Producer in writing, and (ii) obtain the transferee's written acknowledgment that it takes the assets subject to and assumes Producer's continuing master royalty and publishing interests. Any transfer made without such notification and acknowledgment is void as against Producer's interests.

8.5 **Accounting and audit.** Member shall account to Producer, and shall cause its PROs, distributors, and administrators to account and pay Producer directly, no less than semi-annually and within thirty (30) days of Member's receipt of any corresponding statement. All amounts are payable in USD, with any transaction or conversion fees borne by Member. Producer may, on thirty (30) days' notice and at Producer's expense, audit Member's books and records relating to the New Masters once per statement and within twenty-four (24) months of the statement date. Any amounts found owing are payable within seven (7) business days.

9. Mechanical License

For any Controlled Composition (any composition owned or controlled in whole or part by Producer) embodied in a New Composition, Producer grants Member the mechanical license necessary for the permitted uses. For U.S. and

Canada sales, Member shall pay mechanical royalties at 100% of the minimum statutory rate with no cap for albums or EPs. Outside the U.S. and Canada, the prevailing industry rate in the relevant country as of the Effective Date applies.

10. Credit

Member shall credit Producer as producer and, where applicable, writer on all releases, liner notes, and metadata embodying a New Master or New Composition, in substantially the form: **"Produced by Morgan."** Where a Producer-side collaborator is named on that Track's Schedule A row, Member shall credit that party as shown in that row. Member shall use best efforts to ensure the credit is accurate and to correct any error promptly. Producer may likewise use Member's approved name and likeness in connection with the New Masters and New Compositions for trade purposes.

11. Warranties, Clearance, and Indemnification

11.1 **As-is.** Each Track and all sound recordings and compositions embodied therein are licensed "as is," without warranty of any kind or of fitness for a particular purpose. Producer makes no guarantee that a Track fits Member's intended creative use.

11.2 **Sample disclosure by Producer; clearance is solely Member's.**

- (a) **Producer's disclosure undertaking, limited to elements requiring clearance.** Producer shall disclose, in the Schedule A row for each Track, every third-party sample, interpolation, or recognizable third-party element contained in that Track **that requires clearance from a third party and is known to Producer**, together with its clearance status where known to Producer. **This undertaking does not extend to royalty-free library material, loops, presets, virtual instruments, or other audio elements Producer is licensed or otherwise entitled to use on a royalty-free or equivalent basis. Such material requires no clearance by Member, is covered by Producer's sourcing covenant in Section 11.3, and its omission from a Schedule A row is not a failure to disclose under this subsection.** Where a Track contains no element requiring clearance, that Track's Schedule A row records that fact. Producer will make the disclosure at or before the time the Track is added to Schedule A. **Because a drop-stream Track is licensed automatically on release under Section 2.3(a), Producer shall identify any known element requiring clearance, and its clearance status, in the drop notice or delivery message for that Track as well as in that Track's Schedule A row**, so that Member is on notice before investing recording time in a Track Member may not be able to clear. Producer does not withhold a sampled Track from the drop stream and does not condition a Drop License on clearance; the drop-notice disclosure and the release prohibition in subsection (c) together govern what Member may do with such a Track.
- (b) **Clearance is solely Member's responsibility, whether or not a sample is disclosed.** Member is solely responsible for obtaining, and solely responsible for paying for, every clearance, license, consent, and release required for Member's Content and for any exploitation of it, **including every clearance required in respect of any sample disclosed under subsection (a)**, together with all royalties payable to artists (featured and non-featured), authors, co-authors, copyright owners and co-owners, producers, engineers, and publishers, and all sums payable under any collective bargaining agreement. **Disclosure by Producer is notice only. It is not a clearance, is not a warranty or representation that the sample is or can be cleared, and does not transfer any clearance obligation to Producer.**
- (c) **Member accepts a sampled Track with knowledge.** By requesting, accepting, receiving, or exploiting a Track whose Schedule A row discloses a sample, Member accepts that Track with full knowledge of the disclosed sample and assumes every risk arising from it. Where a Schedule A row shows a sample as uncleared, or its status as unknown, **Member shall not commercially release, distribute, monetize, or otherwise exploit** any New Master or New Composition embodying that Track unless and until Member has obtained the necessary clearance at Member's sole cost. Doing so without clearance is prohibited.

This subsection applies in full to a Drop License arising automatically under Section 2.3(a). The automatic grant conveys the right to use the Track subject to this Agreement, and this subsection is a **condition on that grant**, not a separate or severable covenant. Member having been given notice under subsection (a) both in the drop notice and in the Schedule A row, Member's receipt of a sampled Track through the drop stream constitutes

acceptance of it with knowledge. That a Track was licensed automatically rather than on request is not a defence to a release made in breach of this subsection.

- (d) **Producer bears no liability for Member's use of a sample. Producer bears no liability of any kind to Member arising out of or in connection with Member's use or exploitation of any Track containing a sample**, including any infringement claim, takedown, content identification or copyright claim, demand, withheld or redirected royalty, lost revenue, litigation, or settlement. **Any claim Member may have against Producer for failing to make a disclosure required by subsection (a) is subject in all respects to the limitation in Section 11.5, except in the case of Producer's fraud or willful misconduct.**
- (e) **Producer may refuse or condition a sampled Track requested as a Bonus Beat. This subsection applies only to a Bonus Beat or other requested license. It has no application to a Drop License, which arises automatically under Section 2.3(a) whether or not the Track contains a sample; for a drop-stream Track, Member's protections are the drop-notice disclosure under subsection (a) and the release prohibition in subsection (c).** Producer may decline any Bonus Beat or other license request for a Track containing an uncleared sample, or condition the grant on Member first obtaining clearance. A request so declined does not consume Member's allowance under Section 2.2, and Member may select another Track in the same Allowance Period. A request that Producer conditions on clearance is **not** an unfulfilled request for the purposes of Section 2.7(d): it does not consume the allowance, and it does not carry forward, because fulfilment rests with Member rather than with Producer. Member may re-request the Track in any later Allowance Period once clearance is obtained.

11.3 Producer's sourcing covenant. Except for any third-party element disclosed under Section 11.2(a), Producer covenants that Producer uses only sounds, samples, loops, presets, virtual instruments, and other audio elements that Producer is licensed or otherwise entitled to use on a royalty-free or equivalent basis, and has not knowingly incorporated into any Track a recognizable portion of a third-party master recording or composition requiring clearance without disclosing it under Section 11.2. **This covenant is what stands behind every element not itemized under Section 11.2(a): royalty-free library material is not itemized there because it is covered here, and Member need obtain no clearance in respect of it. A Track carrying a disclosed sample is expressly outside this covenant; Producer makes no covenant, warranty, or representation as to that element, and Section 11.2 governs it in full. This is a covenant as to Producer's sourcing practice only. It is not a warranty, guarantee, or representation that any Track is cleared for, or free of restriction in, any particular use.**

11.4 Indemnification. Member shall indemnify, defend, and hold harmless Producer and its members, agents, affiliates, successors, and assigns from any and all third-party claims, liabilities, costs, damages, and expenses (including reasonable attorneys' fees) arising from Member's breach of this Agreement, Member's use or exploitation of any Track, or Member's Content, **including without limitation any claim arising from a sample contained in a Track, whether or not that sample was disclosed under Section 11.2(a) and whether or not it was cleared.** This indemnity does not extend to Producer's own willful misconduct.

11.5 Limitation of Producer's liability. Producer's aggregate liability under this Agreement shall not exceed **the greater of (i) the total membership fees actually received by Producer from Member in the twelve (12) months preceding the claim, (ii) the total membership fees ever paid by Member to Producer, and (iii) five hundred dollars (\$500).** In no event is Producer liable for lost profits, lost revenue, or any indirect, incidental, consequential, special, punitive, or exemplary damages. This Section does not limit liability that cannot be limited by law.

12. Breach, Remedies, and Force Majeure

12.1 Cure and termination. Member shall have ten (10) business days from written notice to cure any breach, except that a breach of Section 8.3 carries the thirty (30) day period stated in that Section and **a breach of Section 2.5 carries no cure period, that Section expressly superseding this one.** Failure to cure results in default and, at Producer's discretion, termination of the affected rights, provided that revocation of a license recorded on Schedule A requires one of the two grounds set out in Section 3.3. **Breach of Section 6.6 is not subject to cure.** Producer may suspend or terminate its obligations on notice during any period of Member default.

12.2 Damages and injunctive relief. If Member exploits a Track, New Master, or New Composition outside the manner permitted, Member is liable to Producer for all monies received in connection with the unauthorized exploitation, in

addition to other remedies. Member acknowledges that breach causes irreparable harm and that Producer is entitled to seek injunctive relief in addition to damages, court costs, and reasonable attorneys' fees.

12.3 Force majeure. Producer is not in default for any delay or failure to perform caused by events beyond its reasonable control, and may suspend or terminate its obligations for the duration of any such event on written notice.

13. Dispute Resolution and Governing Law

13.1 Governing law and jurisdiction. This Agreement is governed by and construed under the laws of the **State of Michigan** applicable to agreements entered into and wholly performed in that State, without regard to conflict-of-laws principles. Member agrees that the **exclusive jurisdiction and venue** for any action, suit, or proceeding arising under or relating to this Agreement that is not subject to arbitration under Section 13.2, or that is brought in aid of or to enforce arbitration, shall be the **state and federal courts located in the State of Michigan**, and Member irrevocably submits to the personal jurisdiction of those courts and waives any objection based on venue or forum non conveniens.

The State of Michigan is the State in which Producer is domiciled or maintains its principal place of business at the Effective Date. Producer may change this designation prospectively under Section 15.2 only where Producer's own state of formation, domicile, or principal place of business changes, and any such change is governed by Section 15.8, under which it applies only to disputes arising after its effective date. No amendment may designate a State to which neither party has a connection.

13.2 Arbitration. Any dispute arising under or relating to this Agreement shall be resolved by final and binding arbitration **seated in the State of Michigan**, administered by the **American Arbitration Association** under its **Consumer Arbitration Rules** then in effect, before a single arbitrator. If the parties do not agree on a specific locale within that State, the American Arbitration Association shall designate one. The arbitrator may conduct proceedings by telephone or videoconference, and Member's participation shall not require travel outside Member's state of residence where the applicable rules permit remote participation. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, Producer may seek injunctive relief in the state or federal courts located in the State of Michigan to protect its rights pending or in aid of arbitration. The prevailing party in any arbitration or proceeding is entitled to recover its reasonable attorneys' fees and costs.

13.3 No class or collective actions. All disputes shall be brought in the parties' individual capacities only. **Member and Producer each waive any right to bring, join, or participate in any class action, collective action, consolidated action, mass arbitration, or representative proceeding**, and the arbitrator has no authority to consolidate claims, to preside over any form of representative proceeding, or to award relief to anyone other than the individual parties before them. If this Section 13.3 is held unenforceable as to any claim, that claim alone shall be severed from arbitration and heard in the state or federal courts located in the State of Michigan as specified in Section 13.1, and the remainder of Sections 13.1 and 13.2 remains in force as to all other claims.

13.4 Small claims; informal resolution. Either party may bring an individual claim in small claims court if it qualifies. Before initiating arbitration, the complaining party shall give the other written notice describing the dispute and shall allow thirty (30) days to resolve it informally.

14. Miscellaneous

14.1 Entire agreement; amendment. This Agreement, together with Schedule A, is the entire understanding of the parties, supersedes all prior agreements, and may be amended only in writing (email sufficient) signed by both, **except** as provided in Section 15, and **except that Producer may unilaterally APPEND rows** to Schedule A to record each new license, including each automatic Drop License; each appended row is incorporated without further signature. **Producer may not unilaterally amend, narrow, or delete an existing Schedule A row**; that requires Member's written agreement, other than correction of a manifest clerical error.

14.2 Notices. In writing, by email to the address each party has on file. **Notices to Producer are given to contact@morganbeats.com, or by mail to Morgan Productions, LLC, 430 E 8th St PMB #299, Holland, Michigan 49423, United States.** Notices to Member are given to the email address on Member's account. Email notice is

deemed given on transmission absent a bounce or delivery failure. Mailed notice is deemed received five (5) business days after mailing, or two (2) after expedited dispatch.

14.3 Acceptance and signature. Member accepts this Agreement by taking an affirmative act indicating agreement to it — checking the box or selecting the option marked to the effect of "I agree to the Morgan Members Terms" at checkout, or otherwise expressly confirming agreement in writing — **together with payment of the membership fee, both of which occur in the same act at checkout. Acceptance takes effect on Member's Effective Date as defined in Section 1.6**, and the version accepted is the version recorded against Member's first Schedule A row, as provided in Section 16.1. Acceptance so given has the same effect as a handwritten signature under the federal E-SIGN Act and applicable state law, and Member agrees not to contest the validity of this Agreement on the ground that it was accepted electronically or not separately signed. This Agreement may also be executed in counterparts and by electronic signature.

14.4 Record of acceptance. Producer records, for each Member, the date and time of acceptance, the email address and any account identifier used, the technical record of the affirmative act, and **the version of these terms displayed and accepted**. That record is evidence of Member's acceptance and of the version governing each Track under Section 15.6, and Producer will furnish it to Member on request.

14.5 Relationship of the parties. Producer and Member are independent parties. **Nothing in this Agreement creates any agency, partnership, joint venture, employment, or franchise relationship**, and neither may bind the other or hold itself out as able to do so. **The publishing and royalty shares payable under Sections 7 and 8 are contractual consideration for a license only.** They do not make the parties partners or joint venturers, do not create any fiduciary duty between them, and give Member no interest in Producer's business, catalogue, or any Track beyond the license expressly granted. For the avoidance of doubt, Producer's exercise of its reserved rights under Section 5.4, including an exclusive sale of a Track to a third party, is not a breach of any duty owed to Member.

14.6 Severability; Producer default. If any provision is held invalid, the remainder stays in effect. No failure by Producer to perform is a material breach until Member gives written notice and thirty (30) days to cure.

14.7 Survival. Because the licenses granted under this Agreement are perpetual and outlive Member's membership, **no provision of this Agreement lapses** on cancellation of Member's membership, on lapse or non-renewal, on any change in Member's tier, or on any termination of this Agreement, **except only** Producer's forward-looking delivery arrangements under Section 4, which Section 4.4 confirms are not obligations in the first place, and Member's ability to receive automatic Drop Licenses and to earn new Bonus Beats under Sections 1.4, 2.1, 2.2, 2.3(a) through (c), 2.3(e), and 2.7. **Section 2.2(ii)(B) and 2.2(iii) expressly survive** the end of Member's membership for the thirty (30) days they describe, so that a Bonus Beat already earned can still be requested and granted after the membership has ended. **Section 2.3(d) survives in full**, as does every other provision. Every other provision, including every restriction in Sections 2.5 and 6, every split and accounting obligation in Sections 7 and 8, the credit obligation in Section 10, and the dispute resolution and governing law provisions in Section 13, continues to bind Member in full, and continues to govern every Track recorded on Schedule A, for as long as Member or any successor exploits it.

For the avoidance of doubt, Samuel Wolthuis executes this Agreement solely in his capacity as a managing member of Morgan Productions, LLC and has no personal liability hereunder.

15. Changes to These Terms; Versioning

15.1 Version. These terms are version **v1.5**, effective **12 August 2026**. Producer maintains each version and its effective date, and the version in force on a Track's License Date is recorded against that Track.

15.2 Producer may change these terms prospectively. Producer may amend, restate, or replace these terms from time to time. Producer shall give Member not less than **thirty (30) days'** written notice, by email to the address on file, before an amended version takes effect for Member. The notice shall identify the new version and summarize the changes.

15.3 No amendment narrows a license already granted. This is the core protection.

No amendment, restatement, or replacement of these Terms, and no other act of Producer, may narrow, revoke, reprice, add a fee to, shorten, condition, or otherwise impair the rights granted in any Track already recorded on Member's Schedule A, or increase the master royalty or publishing share applicable to such a Track. As to each such Track, any provision of an amended version that would have that effect is ineffective, and the corresponding provision **as in force on that Track's License Date** continues to govern that Track for the whole of its perpetual term. Member therefore never loses ground on anything already earned.

One exception, and only one: Section 6.6 (artificial intelligence). Section 6.6 remains in the live layer under Section 15.4 and may be amended, including in a manner that restricts a Track already licensed, so that Producer may keep pace with developments in artificial intelligence technology, law, and platform policy. **No other restriction may be added to, or broadened against, a Track already licensed.**

An amendment to the live layer may not be used to achieve indirectly any change this Section forbids directly, and to the extent an amendment does so it is ineffective as to every Track licensed before its effective date. **This Section may not itself be amended as to any Track already recorded on Schedule A.**

15.4 The live layer: what updates for everyone. Every provision of this Agreement outside the protection given by Section 15.3 is administrative or procedural in character and, on and from an amendment's effective date under Section 15.2, applies to Member and to **every** Track recorded on Schedule A regardless of License Date. This includes without limitation the Bonus Beat request **channel and process** (Section 2.7(a)), delivery arrangements (Section 4), the form of production credit (Section 10), and the miscellaneous provisions (Section 14).

Two things are expressly NOT in the live layer. The rules in **Section 2.2 governing when a Bonus Beat is earned and when it may be redeemed**, and the **entry condition in Section 2.7**, are substantive and not administrative. An amendment to either takes effect **prospectively only, on notice under Section 15.2**, and **can never apply to a Bonus Beat already earned, already redeemable, or already redeemed**, nor to any Allowance Period then running. Where an amendment would have that effect, the rules as in force at the start of the Allowance Period in question continue to govern that period. **An amendment to the live layer may not be used to achieve indirectly any change Section 15.3 forbids directly**, and to the extent an amendment does so it is ineffective as to every Track licensed before its effective date.

15.5 Amendments that benefit Member apply to every Track. Where an amendment broadens Member's rights, reduces Member's obligations, or is otherwise not adverse to Member, it applies to every Track on Schedule A from its effective date, without regard to License Date. Member is never held to an older term that is worse for Member than the current one.

15.6 Version record. Each Track's Schedule A row records the version of these terms in force on that Track's License Date. Producer maintains an archive of every version and its effective date and shall furnish any archived version to Member on request at no charge. The version record is **evidence of the text that governs that Track under Section 15.3**; it does not pin the live layer, which is governed by Section 15.4.

15.7 How Member accepts or refuses. If Member remains Subscribed after an amendment takes effect, Member accepts the amended terms as to the live layer and as to Tracks licensed from that date forward. If Member does not wish to accept them, Member may cancel at or before the effective date. **Cancelling on this ground costs Member nothing already held:** every license on Schedule A survives in full under Sections 1.3 and 3.1, on the terms protected by Section 15.3.

15.8 Member's written agreement; dispute provisions. Any change adverse to a Track already licensed, of the kind Section 15.3 forbids, requires Member's express written agreement, email being sufficient. Changes to arbitration, the class-action waiver, or governing law apply only to disputes arising after the amendment's effective date.

15.9 Schedule updates are not amendments. Appending a row to Schedule A in the ordinary course under Section 14.1, including a row appended automatically on a drop under Section 2.3(b), is not an amendment and needs no notice under this Section.

15.10 Permanent version addresses. Producer publishes each version of these Terms at its own permanent web address and **does not alter a version once published.** A new version is issued at a new address; it never overwrites an earlier one. Member's License Schedule states the address of every version governing any Track on it. Producer will also furnish any version as a PDF on request at no charge.

16. Member's License Schedule

16.1 **The Schedule is the personal half of this Agreement.** Producer issues each Member a **License Schedule**, delivered to Member's Dropbox folder and updated as Member acquires each licence. It states Member's legal name and Effective Date, and contains **Schedule A**, the record of every Track licensed to Member. **Member accepts these Terms on the Effective Date**, that being the same act as Member's first membership payment; **the version accepted is the version recorded against Member's first Schedule A row**, and the version governing each later Track is recorded against that Track's own row. **The License Schedule and these Terms together form one agreement**, and neither is complete without the other.

16.2 **Which document controls.** These Terms govern the rules. **Member's Schedule A row governs that Track's entitlement** and is conclusive under Section 2.6(a). Where a Schedule A row and these Terms conflict as to what Member may do with a given Track, the Schedule A row controls; in all other respects these Terms control.

16.3 **Producer maintains it.** Producer appends rows under Section 14.1 without further signature, keeps the Schedule current, and makes it available to Member at any time. Producer delivers a PDF copy of the version of these Terms accepted by Member to Member's folder when Member joins, so that Member holds both halves independently of any website.