

Track Buyout Agreement

This Track Buyout Agreement (this "Agreement") is a legal agreement governing the sale of the Track identified on the Top Music Arts ("TMA") Checkout Page and receipt for the transaction with the title

" _____ "

(the "Track") and the stems for the track if purchased, which may include but is not limited to Audio Stems in WAV, Audio Stems Vocals in WAV, Audio Stems Instrumental in WAV, Mastered and Unmastered WAV, Rendered at 44.1 kHz 24 bit, All MIDIs, Ableton Project v10., between the party selling the Track ("Seller")

Full name _____

ID _____

Address _____

and the party receiving ownership of the Track ("Customer")

Full name _____

ID _____

Address _____

as such parties are so identified on the receipt for the transaction (the "Receipt").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, *Seller* and *Customer* hereby agree as follows:

1. PAYMENT

1.1. In full and complete consideration to *Seller* for entering into this *Agreement*, and for all rights transferred by *Seller* to *Customer* hereunder, *Customer* agrees to pay, and *Seller* agrees to accept, the fee set forth on the TMA Checkout Page and *Receipt* (the "Fee"). The *Fee* is non-refundable and non-recoupable.

1.2. The *Customer* and *Seller* have agreed that the *Fee* in the amount of USD \$ _____ will be transferred to *Seller's* account after all services related to the *Track* will be done and accepted by *Customer*.

1.3. Payments are made through any Payment Service which is convenient for both parties.

2. OWNERSHIP

2.1. After the *Seller's Fee* is accepted then the *Seller* and *Customer* agree that the *Seller* automatically transfers and assigns to the *Customer* all rights, title and interest, absolutely, to the copyright and other intellectual property in or relating to the *Track* (the "Rights"). To avoid any doubt, the *Rights* include all copyrights in both the *Track's* composition and any sound recordings thereof.

2.2. *Seller* hereby irrevocably waives any and all of *Seller's* moral rights with respect to the *Track*. Although *Customer* will have the right to use and exploit the *Track* as set forth herein, *Customer* will have no obligation to, nor does *Customer*

make any warranty or representation that *Customer* shall, do so, or that *Customer* will produce, release, use, or distribute the *Track*.

2.3. The *Rights* will include, without limitation, all copyrights, neighboring rights, trademarks, and any and all other ownership and exploitation rights in the *Track* now or hereafter recognized in any and all territories and jurisdictions, including, without limitation, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast, and all other rights of communication to the public, and the right to exploit the *Track* throughout the universe in perpetuity in all media, markets, and languages and in any manner now known or hereafter devised, unless otherwise indicated on the TMA Checkout Page and *Receipt*.

2.4. *Customer* will have no right to use the *Seller's* name, stage-name, image, or other indicia of *Seller's* identity and persona to market and promote the Derivative Work.

3. TERRITORY

This *Agreement* applies throughout the universe in all countries and territories.

4. TERM

This *Agreement* will commence once it is signed by the *Seller* and *Customer*. The timeframe for the use of the *Track* is not time limited unless a separate agreement is entered into following this *Agreement*.

5. FORMAT

This *Agreement* covers all formats, physical and non-physical. Physical formats include, but are not limited to, CD and/or vinyl record and non-physical formats include, but are not limited to, digital downloads/ringtones.

6. REPRESENTATIONS & WARRANTIES

The *Seller* represents and warrants that:

6.1. The *Track* does not infringe or misappropriate the intellectual property rights or any other rights of any third party.

6.2. No material embodied in the *Track* nor any exploitation or performance thereof will violate any common law or statutory right of any person.

6.3. To the extent any third-party intellectual property has been incorporated into the *Track*, *Seller* has obtained all necessary rights from all applicable third-parties for:

6.3.1. The inclusion of such third-party intellectual property in the *Track*.

6.3.2. *Seller* to be able to grant the rights to *Customer* contemplated herein with no consents required of, or any additional costs due to, any third party for any use of the *Track* by *Customer* made in accordance with this *Agreement*.

6.4. There are no restrictions or limitations as to the use of the *Track* by *Customer* or its successors, licensees, or designees in any and all media perpetually throughout the universe.

7. INDEMNIFICATION

7.1. *Seller* will indemnify, defend, and hold harmless *Customer* against any damages, losses, claims, suits, or proceedings based on or arising from *Seller's* breach of any of the representations and warranties hereunder.

7.2. *Customer* will indemnify, defend, and hold harmless *Seller* from and against any damages, losses, claims, suits, or proceedings based on or arising from *Customer's* breach of any of the representations and warranties hereunder.

8. IMPORTANT

It is important that you read all of the terms and conditions within this *Agreement* to ensure that the *Customer* and *Seller* understand the agreement between them. Once this *Agreement* is agreed to, the *Seller* and *Customer* are deemed to have read and understood all of the terms and conditions and any related requirements. This *Agreement* may limit the *Seller's* and/or *Customer's* rights. If the *Seller* or *Customer* does not understand and/or accept all of the terms and conditions in this *Agreement*, please do not sign. This *Agreement* governs the relationship between, *Seller* and *Customer*. This *Agreement* will only take effect if all of the parties sign the *Agreement*.

9. SIGNED

The *Customer* and *Seller* understand and accept the lawfulness of digital autographs as legally binding for their written letters of agreement/statements.

Seller

Date:

Customer

Date: