

1. Usage. **\*\*YOU ABSOLUTELY CANNOT USE THE INSTRUMENTAL COMPOSITION OF WHICH YOU ARE ATTEMPTING TO DOWNLOAD (hereinafter referred to as 'the Beat') FOR ANY FOR-PROFIT, COMMERCIAL, OR FINANCIALLY EXPLOITATIVE USE. AN APPROPRIATE LICENSE MUST BE PURCHASED OR PROPERLY OBTAINED IN ORDER TO EXPLOIT THE BEAT.\*\*** Acceptable use without obtaining a license (hereinafter referred to as 'Free Use') includes:

- Reproduction of tangible copies of a recording on the Beat of up to 50 non-profit copies.
- Showcasing of a recording on the Beat in a non-profit manner through an internet-based medium such as Myspace, Youtube, or a personal webpage.
- Performing a live act on the Beat in a completely non-profit show.
- Redistributing the Beat by itself with all filenames and credits intact (see section 2) through the internet or a tangible medium.

2. Credit. You will provide proper credit for the creation of the Beat by writing 'Produced by K.E. Beats' on all official documents or surfaces released with tangible copies of a recording on the Beat. It is alternatively acceptable to credit the Beat's direct producer's real name or stage name for the creation of the Beat. If there are absolutely no means to provide written credit, vocal credit is required by actually recording the phrase 'K.E. Beats' within the first 30 seconds of the Beat.

3. Liability. You hereby agree to indemnify, defend, and hold Karl Edwards Global Enterprises, LLC and all of our officers, directors, producers, owners, employees, agents, information providers, affiliates, and licensors (collectively, 'Karl Edwards Global Enterprises, LLC') harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred in connection with any claim arising out of your use of the Beat, including but not limited to claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, trademark infringement, and any claim or liability relating to the content, quality, or performance of materials in relation to the Beat. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case you agree to cooperate with our defense of such claim.

4. Termination. Karl Edwards Global Enterprises, LLC reserves the right to terminate this Agreement at any time or terminate your rights to use or distribute the Beat at any time for any reason.

5. Legal Consequences. Any unauthorized use of the Beat, including unauthorized reselling, is considered a direct violation of the US Copyright Act of 1976 and is infringing upon the copyrights of the works of Karl Edwards Global Enterprises, LLC. Under the fullest extend of the law, Karl Edwards Global Enterprises, LLC reserves the right to take legal action or pursue financial compensation as a result of any breach or violation of this Agreement.

6. Modifications. We reserve the right, at our sole discretion, to modify this Agreement and any fees, at any time, effective upon the date we post a new Agreement on the beat's free download page. Your continued use of the Beat constitutes your binding acceptance of this Agreement, including any changes or modifications that we may make.