

XNIGHTSTARR

EXCLUSIVE SYNC LICENSE AGREEMENT — 1 YEAR

License	Exclusive Sync License
Term	one (1) year from the Purchase Date
Fee	\$10,000.00 USD, paid in full at checkout
Territory	Worldwide
Scope	Unlimited — any kind of project (branding, film, commercial included)
Ownership	None transferred. No master, publishing or ownership rights.

1. Parties

This Exclusive Sync License Agreement (the "Agreement") is between XNIGHTSTARR ("Licensor") and the purchaser named on the Stripe checkout receipt for this license ("Licensee"). The licensed song (the "Song") is the track and album named on that receipt and in the delivery email that accompanies this Agreement. The date of that checkout is the "Purchase Date." The receipt and delivery email form part of this Agreement.

2. Grant of License

Licensor grants Licensee an exclusive, worldwide license to synchronize the Song (both the master recording and the underlying composition, as owned or controlled by Licensor) in timed relation with visual images, and to reproduce, distribute, publicly perform, and exhibit the Song as part of Licensee's projects, in any media now known or later devised. There is no limit on the number of projects, impressions, views, or budget, and the license covers any kind of project, including film, television, web series, branding, commercials, paid advertising, trailers, video games, social media and corporate use.

3. Term

The exclusive term begins on the Purchase Date and lasts one (1) year (the "Term"). Projects that are created and first released during the Term may continue to be exhibited and distributed after the Term ends, on a non-exclusive basis, in perpetuity. Licensee may not place the Song in any new project after the Term ends without a new license.

4. Exclusivity

During the Term, Licensor will not grant any new sync license for the Song to any third party, and will remove the Song from Licensor's licensing store until the Term ends. Exclusivity does not affect (a) sync licenses for the Song granted before the Purchase Date, which remain valid; (b) Licensor's own release, streaming, sale, distribution and live performance of the Song as a recording; or (c) Licensor's own promotional use of the Song.

5. No Transfer of Ownership

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the Song itself.

6. Restrictions

Licensee may not: sell, sublicense, lend, or redistribute the Song or its files on a standalone basis (separate from Licensee's project); use the Song in content that is defamatory, unlawful, or hateful; or claim authorship of the Song. Licensee may edit, loop, cut down, re-balance stems and otherwise adapt the Song as needed to fit a project. Licensee may allow its contractors, editors, agencies and distributors to handle the Song solely for Licensee's projects.

7. Delivery

Files are delivered by email immediately after payment through time-limited download links. Licensee is responsible for downloading and keeping copies of the files before the links expire. Licensor will reissue links on request during the Term.

8. Credit

Where credits are customarily given, Licensee will credit the Song as: "[Song title]" performed by XNIGHTSTARR. Accidental failure to credit is not a breach, provided Licensee corrects it in future copies where reasonably possible.

9. Fee

The license fee of \$10,000.00 USD is paid in full at checkout, plus any applicable sales tax or VAT calculated and shown at checkout. Because the files are delivered instantly and the Song is removed from sale on purchase, the fee is non-refundable once the files have been delivered.

10. Warranties

Licensor warrants that it has the right to grant this license and that the Song, as delivered, does not infringe any third party's rights. Licensee warrants that it will use the Song only as permitted by this Agreement.

11. Breach

If Licensee materially breaches this Agreement and does not cure the breach within 30 days of written notice, Licensor may terminate the license for any new use. Licensor's remedies are limited to damages; Licensor will not seek to enjoin the distribution of a project that was completed in good faith under this Agreement.

12. Limitation of Liability

Except for breach of Section 10, neither party is liable to the other for indirect, incidental or consequential damages, and Licensor's total liability under this Agreement will not exceed the fee paid.

13. General

This Agreement, together with the checkout receipt and delivery email, is the entire agreement between the parties about the Song and replaces any earlier discussions. It is governed by the laws of the jurisdiction where Licensor is based. If any part is found unenforceable, the rest stays in effect. Licensee may not assign this Agreement without Licensor's written consent, except to a buyer or distributor of a project that contains the Song.

14. Acceptance

By completing checkout, Licensee agrees to this Agreement. No signature is required; the Stripe receipt is proof of purchase and acceptance. Questions: contact XNIGHTSTARR through xnightstarr.com.