

WORK INFORMATION

Title of Work: *Is God Always Watching?*

Token ID: Automatically applies to the current holder of the NFT

Composer / Rights Holder: D.C.Caller

Artist Name: Degrade Rate

1. GRANT OF LICENSE

1.1 License Grant

Subject to continuous ownership of the corresponding NFT, the current holder of the NFT ("Licensee") is granted an exclusive sync license, exercisable solely by the current NFT holder, to synchronize the audio recording titled "*Is God Always Watching?*" with visual or interactive media, including but not limited to:

- YouTube
- TikTok
- Vimeo
- Wistia
- Dailymotion
- Rumble
- Instagram
- Twitch
- Discord
- Television broadcasts
- Radio broadcasts
- Cinematic releases
- Streaming platforms
- Gaming environments and video games
- Any website, application, URL, or digital property owned or operated by the Licensee

1.2 Scope of Use

This license permits synchronization of the music with audiovisual or interactive content, including editing, looping, overlaying, timing adjustments, and incorporation into linear or non-linear media formats.

This license does not permit:

- Redistribution of the music as a standalone audio file
- Resale or sublicensing of the music by itself
- Extraction or reuse of the audio outside the synced work
- Re-recording or sampling of the composition or master outside the synced context

1.3 Monetization

The Licensee may monetize content incorporating the licensed music through advertising, platform monetization tools, subscriptions, ticket sales, broadcast fees, game sales, or other lawful revenue mechanisms, provided all other terms of this Agreement are complied with.

1.4 Unlimited Use During Ownership

Subject to continuous ownership of the NFT, the Licensee is granted unlimited use of the licensed work for any number of productions, projects, episodes, releases, versions, or derivative audiovisual or interactive works created during the period of ownership, provided such uses comply with the terms and limitations of this Agreement.

2. USAGE RESTRICTIONS

2.1 Approved Platforms Only

Use of the licensed music is limited to the platforms, media, and distribution channels listed in Section 1.1. Any platform or distribution method not expressly listed shall be deemed unapproved unless authorized in writing by the Licensor.

2.2 Prohibited Uses

This license does not grant rights for use in:

Third-party advertising or commercials

- Sponsored brand campaigns
- Paid product endorsements

- Political messaging or advocacy
- Standalone music distribution or uploads to music-only platforms

These prohibitions apply regardless of medium or format.

2.3 Self-Promotion

The Licensee may promote their own content, projects, or personal brand using the licensed music, provided such promotion does not function as advertising for a third-party brand, product, or external entity.

2.4 Third-Party Redistribution

If content containing the licensed music is shared, embedded, rebroadcast, or algorithmically redistributed to unapproved platforms by third parties without the Licensee's direct authorization, such redistribution shall not constitute a breach of this Agreement.

3. TRANSFERABILITY

3.1 NFT-Bound License

This license is inseparably bound to ownership of the NFT. Upon lawful transfer of the NFT, all rights granted under this Agreement automatically transfer to the new holder.

3.2 Termination Upon Transfer

Upon transfer of the NFT, all rights of the prior holder terminate with respect to any new content created after the transfer date.

3.3 Legacy Content

The prior holder may continue to exploit content created during their period of ownership, provided such content complies with this Agreement and remains distributed solely through approved channels.

4. COPYRIGHT, OWNERSHIP & ROYALTIES

4.1 Copyright Retention

All copyrights in the musical composition and master recording remain the exclusive property of D.C. Caller.

4.2 No Ownership Transfer

This Agreement does not grant:

- Ownership of the master recording
- Ownership of the musical composition
- Publishing rights
- Any rights not expressly stated herein

4.3 Waiver of Performance and Songwriting Royalties

The Licensor waives any claim to songwriter, composer, publisher, or public performance royalties arising from the Licensee's permitted use of the licensed work under this Agreement, including royalties administered by performing rights organizations, broadcasters, venues, streaming platforms, or exhibitors.

This waiver applies only to uses made by the Licensee during the term of NFT ownership and does not constitute an assignment of copyright or publishing ownership.

Exception: This waiver does not apply to the Licensor's creator royalty of ten percent (10%) on secondary market sales of the NFT.

4.4 No Additional Royalty Obligations

Except for the creator royalty specified in Section 4.3, no additional royalties, backend participation, residuals, or usage-based fees shall be owed by the Licensee to the Licensor for any permitted use under this Agreement.

5. TERM

This license remains valid only for as long as the Licensee owns the NFT. Loss or transfer of ownership immediately revokes all rights for future uses.

6. DISCLAIMER & LIMITATION OF LIABILITY

The licensed music is provided “as is,” without warranties of any kind. The Licensor shall not be liable for indirect, incidental, consequential, or punitive damages arising from use of the music, regardless of medium or distribution method.

7. GOVERNING LAW

This Agreement is governed by the laws of England and Wales.
The courts of England and Wales shall have exclusive jurisdiction.

8. SMART CONTRACT SUPREMACY

In the event of any conflict, inconsistency, or ambiguity between the terms of this Agreement and the functionality, records, or execution of the blockchain smart contract governing the NFT, the smart contract shall prevail.

Ownership of the NFT, transfer history, holder status, and creator royalty enforcement shall be determined exclusively by the authoritative blockchain record.

9. EXECUTION

Signed:
D.C. Caller, Composer



Effective Date: The date of purchase of the NFT by the Licensee.