BIGCITILOOPS.COM / CUSTOMER AGREEMENT

NON-EXCLUSIVE BEAT LICENSE

Commercial-use terms for fully AI-generated instrumentals created under Suno Premier

One licensed Finished Song per purchase. The same instrumental may be licensed to other buyers.

LICENSE LEVEL	Non-Exclusive
PERMITTED RELEASES	One original Finished Song
ROYALTY MODEL	One-time fee; no additional BigCitiLoops beat royalties
COPYRIGHT POSITION	No guarantee of copyright in the AI-generated Beat
EFFECTIVE DATE	Date of accepted and paid order

Please read all terms. The purchase grants commercial permissions and specific contractual rights; it is not proof that the underlying AI-generated music is copyright-protected. Mandatory consumer protections continue to apply.

01 PARTIES, SCOPE AND ORDER DETAILS

This Beat License Agreement (the **Agreement**) is between **BigCitiLoops.com**, the seller of record for the transaction (**BigCitiLoops** or **Licensor**), and the individual or entity shown on the paid order confirmation (**Licensee** or **Buyer**). It applies only to the AI-generated instrumental identified by its product title or SKU and order number (the **Beat**). The order record supplies the purchase price, file format and effective purchase date.

This is a **beat-specific agreement**; it does not replace BigCitiLoops' standard sample-pack license for unrelated products. If this Agreement conflicts with the general store license over this Beat, this Agreement controls. The store's published Terms of Service, Privacy Policy and Refund Policy otherwise apply where consistent and legally enforceable. No posted policy may eliminate non-waivable consumer rights.

License rights begin only after successful payment, order acceptance and the Buyer's legally effective acceptance of these terms. The version presented at purchase governs that purchase, unless the parties later lawfully agree otherwise. A receipt and this Agreement are evidence of the license; a copyright registration or ownership certificate is not being sold.

02 AI-GENERATED CONTENT AND LICENSOR RIGHTS

Important disclosure: The Beat is generated using Suno AI and may be delivered in the same form downloaded from Suno, without human recomposition, re-recording or editing. BigCitiLoops represents that it intends to sell only Beats for which it has obtained a permitted commercial-use download through a qualifying Suno Premier subscription and that are not Suno remixes restricted to non-commercial use. BigCitiLoops must be able to substantiate eligibility for each Beat through its own purchase and generation records.

Suno's commercial-use permissions do **not** guarantee that the Beat is copyrightable or uniquely owned, and Suno may generate similar or identical output for others. Rights depend on Suno's applicable terms, the particular Beat, third-party rights and law. This Agreement grants only permissions and enforceable contractual commitments that Licensor is entitled to make; it does not purport to manufacture copyright protection or bind Suno or independent third parties.

The Buyer understands that material produced entirely by generative AI may be ineligible for copyright protection under U.S. law, and eligibility varies in other jurisdictions. The Buyer may hold rights in the Buyer's own independently created lyrics, vocals, arrangement or other human-authored contributions, but must not claim exclusive copyright in the unmodified AI-generated Beat solely because of this purchase.

03 PERMITTED ARTIST RELEASES

For each authorized **Finished Song** (a musical recording that incorporates the Beat together with the Buyer's original vocals, lyrics or other meaningful independently created artistic elements), Buyer may: (a) record, edit, mix and master it; (b) commercially release it on streaming, digital-download and physical formats; (c) monetize ordinary videos, livestreams and social-media posts featuring that song; (d) perform, broadcast and promote it; (e) make clean edits, remasters and alternative versions of that same Finished Song; and (f) engage collaborators, labels and distributors solely to produce, distribute and exploit such authorized Finished Song(s).

There are **no numerical limits on streams, downloads, sales or performances** of an authorized Finished Song under this Agreement. These permissions are worldwide and continuing while the Agreement remains in effect, subject to applicable law, third-party rights and platform rules. Use of the Beat as an isolated soundtrack in third-party film, TV, game, advertising or separately licensed sync projects requires prior written clearance from BigCitiLoops unless separately specified on the order.

Anyone receiving files for authorized collaboration or distribution obtains **no independent right** to exploit the isolated Beat or create a different song outside the license scope. Buyer is responsible for ensuring collaborators and distributors observe the relevant restrictions.

04 LICENSE GRANT - NON-EXCLUSIVE / ONE FINISHED SONG

Subject to this Agreement, BigCitiLoops grants Buyer a **personal, non-exclusive, non-transferable, worldwide, continuing commercial license** to incorporate the identified Beat into **one (1) distinct Finished Song**. Radio edits, clean versions, remasters and alternate mixes of that same underlying song are permitted; a separately composed song or a different artist's independent recording requires a new license.

BigCitiLoops may sell and license the identical Beat to any number of other buyers and may continue to promote or use the Beat. Buyer does **not** receive exclusivity, an assignment of copyright or power to prevent other authorized users from releasing songs using the same Beat. Even if BigCitiLoops later sells a single-buyer exclusive license, Buyer's valid pre-existing non-exclusive use rights under this Agreement remain effective, subject to these terms.

05 REVENUE, PUBLISHING AND CREDIT

The license fee is a **one-time fee**. BigCitiLoops does not require an additional percentage of master-recording revenue, per-stream producer royalty, or additional beat-use clearance fee for permitted uses under this Agreement. **Royalty-free** describes amounts payable to BigCitiLoops only; it does not eliminate legally owed royalties, distributor charges, collection-society fees, third-party clearance costs or rights of other contributors.

Buyer may retain revenues attributable to authorized Finished Songs, subject to third-party arrangements and law. Buyer must accurately register only legally eligible human-authored composition and recording contributions and must not falsely identify the AI-generated Beat as independently human-composed or claim unearned writer/publisher shares. BigCitiLoops makes no promise about royalty society acceptance or copyright registration.

A credit is appreciated but not required. If used, a suitable credit is **'Instrumental licensed from BigCitiLoops (AI-generated)'**. Buyer must not imply endorsement by Suno or BigCitiLoops without permission.

06 PROHIBITED USES AND RESALE

Buyer may not sell, sublicense, give away, post for public download, bundle, distribute or commercially exploit the Beat as a **standalone instrumental, beat lease, loop, sample, stem collection, production kit, sound library or competing stock-music product**, whether unchanged or minimally edited. Pitch-shifting, format changes, tempo adjustment, filtering or renaming does not bypass this restriction. Buyer may not authorize a third party to separately reuse the Beat in its own recordings unless a separate license expressly permits it.

Buyer may not misrepresent authorship, ownership, licensing or exclusivity; infringe another person's rights; use a protected person's voice or likeness without necessary consent; conceal provenance or remove Suno-provided watermarks/fingerprints/metadata to misstate source; or use the Beat for unlawful purposes. Buyer must not falsely invoke BigCitiLoops or Suno as an endorser.

Buyer may not transfer or assign the standalone Beat license to an unrelated party without BigCitiLoops' prior written consent, except for operational permissions to collaborators, labels or distributors solely to exploit authorized Finished Songs. Any attempted grant in excess of this Agreement is ineffective as between the parties.

07 CONTENT ID, FINGERPRINTING AND CLAIMS

Buyer must **not** register the Beat, an isolated version, or a Finished Song containing the Beat as a reference in YouTube Content ID, Facebook Rights Manager or another automated fingerprinting/rights-claim service where doing so would claim the shared or unprotected Beat. Buyer must opt out of distributor-managed Content ID or comparable automated rights matching for any such reference; publishing a Finished Song on a streaming platform without such enrollment is otherwise allowed subject to that platform's rules.

Buyer must not submit false takedowns, ownership assertions or automated claims against BigCitiLoops, Suno, other lawful licensees or independent creators solely because they use the same or similar AI-generated music. Buyer retains the ability to pursue legitimate claims arising only from Buyer's separate, protectable contributions, without improperly claiming the Beat itself.

If an automated claim is mistakenly triggered, Buyer must promptly request its release, cooperate with Licensor and affected third parties, and use reasonable efforts to stop recurring false claims. Buyer is responsible for distributor settings and agents acting on Buyer's behalf. BigCitiLoops does not guarantee Content ID eligibility or resolution of independent third-party claims.

08 THIRD-PARTY RIGHTS AND DISTRIBUTION

BigCitiLoops does not control Suno, stores, broadcasters, distributors, collecting societies or third-party rights holders. Their rules may limit uses or monetization despite the permission granted here. Buyer is responsible for securing and paying for any rights in **additional** samples, vocals, artworks or performances Buyer incorporates and for complying with applicable advertising, intellectual-property, publicity and platform requirements.

Neither party can guarantee that the Beat is immune to independent third-party rights assertions, that a platform will approve it, or that automated systems will never generate claims. If a credible dispute concerns the Beat itself, Buyer should notify BigCitiLoops promptly and avoid making admissions or settlements on BigCitiLoops' behalf without authorization.

09 DIGITAL DELIVERY, REFUNDS AND STATUTORY RIGHTS

The files, file type, resolution, quantity and any advertised stems are only those described in the product listing at purchase. Purchase does not include MIDI files, project files, separated stems, guaranteed compatibility, or custom revisions unless the listing expressly says so. Buyer should save the files securely and review compatibility and the audio preview before purchase.

Because this is an **immediately supplied digital product**, sales are generally final and BigCitiLoops ordinarily does **not** accept change-of-mind refunds or exchanges after lawful delivery/access, consistent with its posted Refund Policy. Duplicate transactions may be reviewed. Buyer should contact info@bigcitiloops.com about missing, defective, corrupt, inaccessible or materially misdescribed files so that redelivery, correction, refund or other appropriate remedies can be considered.

Nothing here removes mandatory rights. Where local law creates withdrawal/cancellation rights for digital content, any lawful loss of such rights requires the specific prior consent, acknowledgement and confirmation required by that law; this Agreement alone and a general checkout checkbox do not replace those procedures. Fraud, non-delivery, statutory conformity remedies and other non-waivable consumer protections remain unaffected.

10 BUYER WARRANTIES AND INDEMNIFICATION

Buyer represents that Buyer is legally able to enter this Agreement, that supplied original lyrics/recordings/other materials are either Buyer's own or properly cleared, and that Buyer will not knowingly make false rights claims or authorize unlicensed distribution of the Beat.

To the extent permitted by law, Buyer will defend and indemnify BigCitiLoops and its officers, staff and contractors against reasonable third-party claims, judgments and expenses (including reasonable legal fees) **to the extent caused by** Buyer's breach of this Agreement, unlawful uses, knowingly false IP/Content ID claims, or unlicensed third-party contributions supplied by Buyer. This does **not** require Buyer to indemnify BigCitiLoops for claims attributable to BigCitiLoops' own breach, fraud, willful misconduct, or the underlying Beat's provenance independent of Buyer's wrongdoing. BigCitiLoops will give reasonably prompt notice, allow reasonable defense participation, and not agree to nonmonetary duties imposed on Buyer without Buyer's consent.

11 WARRANTIES AND LIABILITY

Except for the explicit statements and undertakings in this Agreement and any mandatory consumer guarantees, the Beat is provided **'as is'** and **'as available'**. To the maximum extent lawful, BigCitiLoops disclaims implied warranties of merchantability, suitability for a particular result, uninterrupted downloads, guaranteed originality, registrability, third-party noninfringement and uninterrupted platform monetization. No advertisement or customer-service statement expands this Agreement unless agreed in writing.

To the maximum extent allowed by law, neither party will be liable to the other for indirect, special, incidental or consequential damages (including speculative lost earnings) arising from this Agreement. BigCitiLoops' aggregate contractual liability relating to a Beat purchase will not exceed the **greater of the amount actually paid for that Beat license or US $100**, except where a greater remedy is mandatory or the limit is legally ineffective. This does not limit liability for fraud, willful misconduct, gross negligence where exclusion is forbidden, or other non-excludable liabilities, nor does it prevent legally required refunds or remedies.

12 BREACH, NOTICE AND TERMINATION

If Buyer materially breaches a remediable obligation, BigCitiLoops may notify Buyer by email using the order contact information and provide **14 days** to cure (or a longer period required by law). For a serious incurable breach, or an uncured breach, BigCitiLoops may terminate the affected license to the extent legally permitted. Termination stops new unauthorized exploitation and requires Buyer to stop impermissible file sharing, resale or false claims.

To the extent permissible and unless necessary to remedy an ongoing violation, lawful Finished Songs already distributed before termination need not automatically be recalled. Accrued payment obligations, pre-existing third-party rights and provisions concerning claims, liabilities and dispute resolution survive as applicable. Licensor may instead seek a proportionate remedy or written resolution if lawful.

13 DISPUTES, GOVERNING LAW AND GENERAL TERMS

Before formal proceedings, the parties will use good-faith efforts to resolve a dispute after written notice describing the Beat, order, facts and requested remedy, allowing a reasonable response period (normally 30 days). Nothing delays urgent legal relief or a statutory remedy that cannot be postponed.

Consistent with BigCitiLoops' published Terms of Service, the governing law and forum are those applicable where the BigCitiLoops seller of record is principally established, **except** that mandatory consumer laws, jurisdiction rules and remedies prevail where required. This is not an agreement to arbitration or a waiver of any non-waivable right to court access.

If a provision is unenforceable, the remaining provisions continue to the extent legally permissible. Failure to enforce one provision is not a permanent waiver. Notices may be sent electronically to the addresses associated with the order. BigCitiLoops may update future versions of these terms but may not retroactively reduce rights already validly granted. This Agreement and its order record form the beat-specific agreement, subject to any mandatory law.

14 CUSTOMER ACKNOWLEDGEMENT AND CONTACT

By affirmatively accepting this Agreement at checkout, Buyer confirms that Buyer (1) understands the Beat is AI-generated and may be delivered without human editing; (2) understands that commercial permission is not the same as guaranteed copyright or exclusivity against third parties; (3) accepts the specific use and Content ID restrictions; (4) understands that downloaded digital sales are generally final subject to statutory rights; and (5) has reviewed the Beat's title, license type, and the product information displayed before payment.

Licensor contact: BigCitiLoops.com | info@bigcitiloops.com | Published contact address: 5917 Humber Lane, Aubrey, TX 76227, United States. **Store policies:** bigcitiloops.com/policies/refund-policy ; bigcitiloops.com/policies/privacy-policy ; bigcitiloops.com/policies/terms-of-service.

Order record / license identification: The customer's receipt and the applicable digital-product listing identify the Beat title, order number, paid license level, price, purchased file formats and date. The Buyer should retain these records with this Agreement.

PURCHASE RECORD - KEEP WITH THIS LICENSE

Beat title / SKU: as identified on paid order receipt
License type: Non-Exclusive
Licensee and purchase date: as identified on paid order receipt
Agreement version: October 28, 2026

Electronic acceptance at purchase serves as acknowledgement where permitted by applicable law. Separate statutory digital-delivery consents may still be required.