

Legal Aspects of Music Business (MB) Practice Test (Sample)

Study Guide



Everything you need from our exam experts!

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Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 - 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

Questions

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- 1. How long does song copyright last in the United States and the United Kingdom?**
 - A. Life of the songwriter plus 70 years. If two co-writers, 70 years starts after the second one dies.**
 - B. 95 years from publication.**
 - C. 70 years after the death of the second co-writer.**
 - D. 120 years from creation.**

- 2. Who typically owns the recording copyright?**
 - A. The songwriter and the publisher.**
 - B. The venue.**
 - C. The artist and the record company.**
 - D. The distributor.**

- 3. Under the compulsory mechanical license, what must a cover artist do?**
 - A. Notify the rights holder in advance.**
 - B. Allows recording a faithful cover without permission if royalties are paid.**
 - C. Allows sampling without permission.**
 - D. Applies only to live performances.**

- 4. Why does precise language matter in the music business?**
 - A. It reduces the need for licensing.**
 - B. It has no impact on royalties.**
 - C. It prevents legal and financial confusion by using precise terms for songs and recordings.**
 - D. It only affects metadata.**

- 5. Which statement best contrasts UK permitted acts with US fair use?**
 - A. UK acts are specific and a closed list; US is flexible and case-by-case**
 - B. UK acts are flexible; US is a closed list**
 - C. Both are fixed lists**
 - D. Both rely on four factors**

- 6. What is the Access Defence in copyright?**
- A. If your song was created before the other song existed, you cannot have copied it.**
 - B. Access defense applies only if the works were released in the same year.**
 - C. Access defense requires direct evidence of copying.**
 - D. Access defense is never applicable.**
- 7. Do patents expire and enter the public domain?**
- A. No, they last forever**
 - B. Yes, they expire and enter the public domain**
 - C. They never apply to music technology**
 - D. They are renewed every 10 years automatically**
- 8. Which statement about the Statute of Anne is accurate?**
- A. It was passed in Britain in 1750.**
 - B. It protected works indefinitely.**
 - C. It was the first copyright law in Britain, enacted in 1710, protecting literary works for 14 years.**
 - D. It primarily protected musical recordings.**
- 9. What does recording copyright cover and who typically owns it?**
- A. The lyrics and melody; owned by the songwriter.**
 - B. The arrangement; owned by the publisher.**
 - C. The live performance; owned by the venue.**
 - D. The specific recorded version; owned by the artist and the record company.**
- 10. Incidental inclusion refers to:**
- A. Intended inclusion**
 - B. Unintended inclusion of a work within another work**
 - C. Public domain status**
 - D. Licensing requirement**

Answers

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1. A
2. C
3. B
4. C
5. A
6. A
7. B
8. C
9. D
10. B

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Explanations

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1. How long does song copyright last in the United States and the United Kingdom?

- A. Life of the songwriter plus 70 years. If two co-writers, 70 years starts after the second one dies.**
- B. 95 years from publication.**
- C. 70 years after the death of the second co-writer.**
- D. 120 years from creation.**

Copyright duration for songs in the US and UK is based on the author's life, plus a fixed posthumous term. For a work created by a single songwriter, protection lasts for the songwriter's life plus 70 years after their death. When there are multiple writers, the clock runs for 70 years after the death of the last surviving author. In other words, for two co-writers, the copyright ends 70 years after the second of them dies. This structure ensures that the rights persist long enough to benefit the families and estates of all authors, while eventually entering the public domain after that final 70-year period. Keep in mind that there are some historical or special-case rules for older works or specific types of copyrights, but for modern songs this life-plus-70 framework with the last-survivor rule is the standard.

2. Who typically owns the recording copyright?

- A. The songwriter and the publisher.**
- B. The venue.**
- C. The artist and the record company.**
- D. The distributor.**

Recording copyright covers the master recording—the fixed sound of a performance. In standard practice, the party that finances and fixes the recording owns that master, which is the record company. Contracts usually assign ownership of the master to the label, with the artist receiving royalties and a license to exploit the recording. Because the artist contributes the performance and the record company funds the production, ownership of the recording rights is typically described as belonging to both the artist and the record company. The underlying song's copyright, however, belongs to the songwriter and publisher, not to the recording itself, and the venue or distributor do not own the master under ordinary arrangements.

3. Under the compulsory mechanical license, what must a cover artist do?

A. Notify the rights holder in advance.

B. Allows recording a faithful cover without permission if royalties are paid.

C. Allows sampling without permission.

D. Applies only to live performances.

The main idea is that a compulsory mechanical license lets a cover artist reproduce a previously released song in a new recording without asking the rights holder for permission, as long as royalties are paid. This is the essence of the compulsory license: you can record a faithful cover of a published song without obtaining explicit permission, but you must pay the statutory mechanical royalties to the songwriter/publisher through the appropriate licensing mechanism. This obligation to pay royalties is the trade-off for not needing prior consent. It applies to mechanical reproductions like CD presses and digital downloads or streams that involve the cover, and it does not authorize sampling or control live performances, which are governed by different licenses.

4. Why does precise language matter in the music business?

A. It reduces the need for licensing.

B. It has no impact on royalties.

C. It prevents legal and financial confusion by using precise terms for songs and recordings.

D. It only affects metadata.

Precise language matters because rights in music are layered and complex, involving both the musical composition and the master recording. Clear terms define exactly what is being licensed—whether it's the song's composition, the recording, or both—and spell out the rights granted (performance, mechanical, synchronization, print), the scope (territory, duration, exclusivity), and who receives payments. When definitions are exact, licensors and licensees share a common understanding, reducing ambiguity that can lead to disputes over ownership, permitted uses, and who gets royalties. This clarity also supports rights administration and accurate royalty payments, since organizations like publishers, labels, and PROs rely on precise terms and proper metadata to route money correctly. Vague or ambiguous language, by contrast, opens the door to legal challenges and financial confusion about who can do what and who gets paid. The other options miss the bigger point: precise language isn't about eliminating licensing or having no impact on royalties, and while metadata matters, the effect goes far beyond metadata alone.

5. Which statement best contrasts UK permitted acts with US fair use?

- A. UK acts are specific and a closed list; US is flexible and case-by-case**
- B. UK acts are flexible; US is a closed list**
- C. Both are fixed lists**
- D. Both rely on four factors**

In the UK, permissible acts are defined by a statutory list of exceptions. That means the activities allowed without permission are specific, clearly described, and relatively fixed; you apply the conditions to fit the listed acts, and changes come through new laws rather than ongoing balancing in individual cases. In the US, fair use operates as a flexible, case-by-case doctrine. Courts evaluate each use by weighing four factors: the purpose and character of the use (including whether it's transformative), the nature of the original work, the amount and substantiality of what's used, and the effect on the market for the original. This leads to different outcomes depending on the specifics of each situation rather than a pre-set checklist. So the best contrast is that UK permitted acts are specific and a closed list, while US fair use is flexible and decided case by case.

6. What is the Access Defence in copyright?

- A. If your song was created before the other song existed, you cannot have copied it.**
- B. Access defense applies only if the works were released in the same year.**
- C. Access defense requires direct evidence of copying.**
- D. Access defense is never applicable.**

Access defense hinges on whether the defendant had a real opportunity to copy the plaintiff's work. If the work that's claimed to be copied didn't exist yet when the other work was created, there was no opportunity to copy, so copying cannot be shown. In this scenario, if your song was created before the other song existed, the other work could not have copied from yours, and the access defense would apply to negate infringement on the copying element. The other statements misstate how access works: access isn't limited to releases in the same year, and copying can be proven with or without direct evidence of copying if access is shown, and access defense isn't "never applicable" in all cases.

7. Do patents expire and enter the public domain?

- A. No, they last forever
- B. Yes, they expire and enter the public domain**
- C. They never apply to music technology
- D. They are renewed every 10 years automatically

Patents grant exclusive rights for a limited time, not forever. In most places, a patent lasts about 20 years from the filing date, subject to maintenance fees and possible term adjustments. When that term ends, the invention enters the public domain, and anyone may use or build on it without licensing. This is especially relevant for music technology, where a patent might cover a new instrument, sound-processing software, or a hardware device; after expiration, others can legally make and sell what was patented. The other options don't fit because protection isn't permanent, there's no automatic 10-year renewal, and patents can indeed apply to music technology.

8. Which statement about the Statute of Anne is accurate?

- A. It was passed in Britain in 1750.
- B. It protected works indefinitely.
- C. It was the first copyright law in Britain, enacted in 1710, protecting literary works for 14 years.**
- D. It primarily protected musical recordings.

The main idea here is recognizing that the Statute of Anne is regarded as Britain's first modern copyright law, enacted in 1710 to protect authors of books for a limited time. It granted authors exclusive rights to print and publish their works for 14 years, with the possibility of a second 14-year term if the author was still alive at the end of the first term. Protection was finite, not indefinite, and it covered literary works like books (not musical recordings). It wasn't passed in 1750, and it didn't focus on music. So the accurate statement is that it was the first copyright law in Britain, enacted in 1710, protecting literary works for 14 years.

9. What does recording copyright cover and who typically owns it?

- A. The lyrics and melody; owned by the songwriter.
- B. The arrangement; owned by the publisher.
- C. The live performance; owned by the venue.
- D. The specific recorded version; owned by the artist and the record company.**

Recording copyright protects the actual sound recording—the master of a specific performance—separate from the song's lyrics and melody. The owner is usually the person or entity that financed and produced the recording, most often the record label, which holds the master rights. If the artist retains control of the master or if the contract provides joint ownership, ownership can be shared, typically between the artist and the record company. This matches the idea that the master—the precise recorded version—is owned by the party that produced it, often with the artist and the label involved. The other options describe rights in the song's composition, an arranged version, or live performances, which are different kinds of rights.

10. Incidental inclusion refers to:

- A. Intended inclusion**
- B. Unintended inclusion of a work within another work**
- C. Public domain status**
- D. Licensing requirement**

Incidental inclusion means a copyrighted work appears inside another work by chance or as part of the surroundings, not as a deliberate choice. For example, a film scene might show a café where a radio is playing a song; the filmmakers didn't plan to use that track or obtain a license for it. The key idea is that the inclusion is not intended or central to the work. This is different from intentionally including a work, which would require licensing, and it's not about public domain status. If the use becomes more than incidental—like making the work a central feature—it would typically require proper licensing.

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Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

<https://legalaspectsofmb.examzify.com>

We wish you the very best on your exam journey. You've got this!

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