

# Unlimited License Agreement

This License agreement is made on \_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_ (“Licensee”) and Thomas Hodek (Tellingbeatzz) (“Licensor”). Licensor warrants that it controls the mechanical rights in and to the musical work named " \_\_\_\_\_ " (“Instrumental”) being sold to Licensee as of and prior to the Effective Date.

The Licensee and Licensor have agreed to the following terms:

## Master Use

The Licensor hereby grants to Licensee a non-exclusive License to record vocal synchronization to the Instrumental partly or in its entirety and substantially in its original form for the specific use of manufacturing, distributing, and selling records embodying the Instrumental. The Licensor also grants the right to use the name of the producer (Tellingbeatzz) in connection with the advertising, publicizing or sale of records manufactured, distributed, and sold. Licensee shall have the right to alter, adapt, change, or remix the Instrumental. Any rights not specifically granted and set forth in this license are hereby reserved by the producer.

## Ownership

The Licensor maintains 100% full rights (copyright, publishing, and ownership) of the Instrumental, and can continue to sell it non-exclusively and/or exclusively. The Licensee has neither the right nor authority to sell or license the rights to the Instrumental whether in whole or part to any other party. In the event another party purchases exclusive rights to the Instrumental from the Licensor, the Licensee will retain non-exclusive rights under the limitations listed in this agreement until these terms have been fulfilled.

## Mechanical Rights

The Licensor hereby grants to Licensee a non-exclusive License to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disks, internet downloads, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, “Recordings”) worldwide for up to the pressing or selling unlimited copies of such Recordings or any combination of such Recordings.

## Publishing and Royalties

The Licensor shall retain 100% of the Publishing of the Instrumental. The Licensee is entitled to keep 100% of all royalties that are generated from sales of the Master Recording on digital retailers (such as iTunes), through physical sales (such as Compact Disks), and through online streaming services (such as Spotify). However, if the licensee would optionally like to share royalties with the Licensor, the Licensor's PRO information is listed below for convenience.

PRO Information:

PRO: GEMA (Germany)

Name: Thomas Hodek

Composer: Tellingbeatzz

CAW / IPI No: 716014087

## **Streaming**

The Licensee is entitled to an unlimited amount of monetized audio streams (on all streaming platforms such as Spotify) and unlimited monetized video streams (on all platforms supporting video such as Youtube) for the song(s) created with the Instrumental. All streaming royalties generated by the Licensee's song(s) belong to the Licensee.

## **YouTube Policy (Content ID)**

The Licensor maintains the unlimited, worldwide rights to register the Instrumental with a Content ID program/institution such as Airbit.com, etc., and be the sole administrator of YouTube rights using such a Content ID program. This is necessary and entitles Licensor to maintain the administrative and legislative rights to the Instrumental. What Content ID does is scan youtube videos for audio material produced by Thomas Hodek (Tellingbeatzz) and automatically sends a copyright claim, which blocks videos from monetization temporarily. The video will keep playing without any other limitations. To remove such a claim, all licensees must open a Content ID dispute including the order number, PayPal transaction ID, Stripe transaction ID, or the email address used for purchase. It is recommended to dispute within the first 5 days of receiving the claim. Official Google article: <https://support.google.com/youtube/answer/7000961?hl=en>

## **Performance Rights**

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in unlimited paid performances and unlimited non-profit performances, shows, or concerts.

### **Music Videos**

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in unlimited music videos.

### **Synchronization Rights**

The Licensor hereby grants to Licensee a non-exclusive License to copy, perform, edit, and/or loop portions of, record on film, video, digital animations, and video games (collectively, "Projects") and use the Master Recording in synchronization or timed relation with the productions in unlimited Projects.

### **Broadcast Rights**

The Licensor hereby grants to Licensee a non-exclusive license to broadcast or air the Master Recording on unlimited radio stations or through unlimited station channels, respectively.

### **Credit**

Licensee shall give the producer appropriate production and songwriting credit on all compact discs, record and cassette labels or any other record configuration manufactured which is now known or created in the future that embodies the Instrumental created hereunder and on all cover liner notes. Such credit shall be in the substantial form: "Produced by Tellingbeatzz"

### **Sampling**

The Licensee agrees that the Instrumental is purchased as a "Work Made for Hire" whereby the clearing of any sampled materials is the responsibility of the Licensee.

### **Indemnification**

Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from a claimed breach of any of the Licensee's representations, warranties or agreements hereunder.

## **Miscellaneous**

This License is non-transferable and is limited to the Instrumental specified, constitutes the entire agreement between the Licensor and the Licensee relating to the Instrumental, and shall be binding upon both Licensor and Licensee and their respective successors, assigns, and legal representatives. The Licensee shall provide the Producer with one (1) digital copy of the completed record within thirty (30) days after the release of any record embodying the masters via email to [info@tellingbeatzz.com](mailto:info@tellingbeatzz.com)

## **Restrictions**

All sounds, drums, and vocals included are the property of the licensor and cannot be used for any purpose other than as described in this agreement. The audio content cannot be used to create any of the following derivative works: instrumentals for sale, loop packs, vst instruments, or any other competitive product. The audio content cannot be shared with anyone unless they are directly involved in the Master recording (audio engineer, featured artist, musician, etc.). Any Master recording that is found in violation of these restrictions may be subject to termination of its commercial rights without refund. In addition, the Master recording may be subject to removal from all third-party distributors with the assistance of copyright infringement enforcers. Any loss incurred with such removal is not the responsibility of the Licensor. If the licensee is unsure of the details of the commercial rights, the licensee must contact the licensor for assistance in clarifying any of these restrictions.

## **Governing Law**

This License is governed by and shall be construed under the laws of the Licensor's resident country, without regard to the conflicts of laws and principles thereof. By receiving this contract via email, you automatically agree to the terms stated above and gain non-exclusive rights to the Instrumental.