

NON-EXCLUSIVE BASIC MP3 LICENSE AGREEMENT

This Non-Exclusive **Basic MP3 License Agreement** (“Agreement”) is made effective as of **{CONTRACT_DATE}** (“Effective Date”) by and between:

Thomas Hodek p/k/a Tellingbeatzz (“Producer” or “Licensor”)

and

{CUSTOMER_FULLNAME}, residing at **{CUSTOMER_COUNTRY}** (“Licensee”).

This Agreement governs the use of the instrumental titled “**{PRODUCT_TITLE}**” (“Beat”).

1. License Grant

Upon receipt of full payment of **\$40 USD** (“License Fee”), Producer grants Licensee a **non-exclusive, non-transferable, worldwide license** to use the Beat to create **one (1) new song** (“New Song”).

This license allows commercial use within the limits defined below.

2. Delivery

The Beat will be delivered as a **high-quality MP3 file** to the email address provided by the Licensee after purchase.

3. Permitted Uses

Licensee is granted the right to:

- Record vocals over the Beat to create one (1) New Song
- Distribute up to **2,500 copies** (digital and/or physical)

- Achieve up to **250,000 monetized audio streams**
- Upload up to **two (2) music videos**
- Achieve up to **250,000 monetized video streams**
- Distribute **unlimited free downloads**
- Perform the New Song live an unlimited number of times
- Broadcast the New Song on radio without limitation
- Monetize the New Song within the limits stated above
- Make minor modifications to the Beat (e.g., arrangement, tempo, pitch)

4. Restrictions

Licensee agrees NOT to:

- Sell, lease, share, or distribute the Beat in its original form
- Upload or distribute the Beat without vocals or additional production
- Register the Beat or New Song with any Content ID system (e.g., YouTube Content ID)
- Use the Beat in television, film, commercials, video games, or other audiovisual productions (sync licensing not included)
- Transfer or sublicense this Agreement to any third party
- Claim ownership of the Beat

Any unauthorized use constitutes a material breach of this Agreement.

5. Ownership

- The Producer retains **100% ownership** of the Beat, including all copyrights
- Licensee owns only their **original lyrics and vocal performance**
- The New Song is considered a **derivative work**

6. Publishing Split

The underlying musical composition of the New Song shall be split as follows:

- **Producer:** 50%
- **Licensee:** 50%

If Licensee registers the New Song with a Performing Rights Organization (PRO), they must include the Producer's 50% share.

PRO Information:

PRO: GEMA (Germany)

Name: Thomas Hodek

Composer: Tellingbeatzz

CAW / IPI No: 716014087

7. Royalties

Licensee is not required to pay royalties to Producer for use of the Beat **within the limits of this license.**

If the usage exceeds the allowed limits, Licensee must upgrade to a higher license.

8. Credit

Licensee agrees to credit the Producer in all releases of the New Song as:

“Produced by Tellingbeatzz”

9. Term

This license is valid for hundred **(100) years** from the Effective Date.

10. Breach & Termination

Failure to comply with any terms of this Agreement may result in termination of the license.

Upon termination, Licensee must cease all use and distribution of the New Song.

11. Limitation of Liability

The Beat is provided “as is” without warranties of any kind. Producer is not liable for any damages arising from the use of the Beat.

12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of **Germany**.

13. Acceptance

By purchasing the Beat, Licensee acknowledges that they have read, understood, and agreed to the terms of this Agreement. Payment serves as a legally binding acceptance.

Licensor (Producer):

Thomas Hodek / Tellingbeatzz

Licensee (Customer):

{CUSTOMER_FULLNAME}

Date: {CONTRACT_DATE}