

# NON-EXCLUSIVE PREMIUM STEMS LICENSE AGREEMENT

This Non-Exclusive **Premium Stems 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 **\$100 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:

- **High-quality MP3 file**
- **High-quality WAV file**
- **Trackout stems (individual audio files)**

The Licensee will receive the files and this license via the email address provided 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 **10,000 copies** (digital and/or physical)
- Achieve up to **1,000,000 monetized audio streams**
- Upload up to **two (2) music videos**
- Achieve up to **1,000,000 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
- Fully mix, arrange, and modify the Beat using the provided stems

## 4. Restrictions

Licensee agrees NOT to:

- Sell, lease, share, or distribute the Beat or stems in their original form
- Upload or distribute the Beat or stems 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 **one 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}