

Unlimited License Agreement

This Unlimited License Agreement (the “Agreement”) is entered into on **[Purchase Date]** between **Thomas Hodek, professionally known as Tellingbeatzz** (“Licensor”) and **[Customer Full Name]** (“Licensee”).

The Licensee has purchased an **[MP3 Unlimited / WAV Unlimited / Trackout Unlimited]** **License** for the instrumental titled “**[Beat Title]**” (“Beat”) for a license fee of **[Purchase Price]** under Order #**[Order Number]**.

Upon successful payment, this Agreement becomes effective immediately and is delivered electronically together with the licensed Beat files.

1. Grant of License

The Licensor grants the Licensee a non-exclusive, worldwide, non-transferable and perpetual license to use the Beat to create and commercially exploit one or more new songs incorporating the Beat (“New Song”).

The Licensee may add vocals, lyrics, melodies, instrumentation, arrangements and other original contributions to the Beat.

The Beat itself remains the intellectual property of the Licensor and is not sold or transferred to the Licensee.

2. Unlimited Commercial Use

The Licensee may commercially release and use the New Song without limits on:

- digital or physical distribution
- sales
- audio streams
- monetized video streams
- music videos
- live or paid performances
- radio and online broadcasts

- social media content
- albums, EPs, mixtapes and singles

There are no limits on streams, sales, downloads, views or performances generated by the New Song.

3. Master Recording and Revenue

The Licensee may create and commercially exploit a new master recording incorporating the Beat (“Master Recording”).

The Licensee retains the revenue generated directly from exploitation of the Master Recording, including streaming, digital distribution and physical sales, subject to any publishing, mechanical, performance or other composition-based royalties attributable to the Licensor’s share of the underlying composition.

The Licensor does not acquire ownership of the Licensee’s original lyrics, vocals or other independently created contributions.

4. Ownership

The Licensor retains all rights, title and interest in the original Beat, including the applicable copyright interests in the musical composition and sound recording.

This Agreement does not transfer ownership or copyright in the Beat to the Licensee.

The Licensee may protect or register their own original contributions to the New Song but may not claim sole ownership or authorship of the underlying Beat.

5. Publishing and Songwriting

For each New Song created under this Agreement, the underlying composition shall be divided as follows:

Licensee: 50%

Licensor: 50%

The Licensee agrees to properly identify the Licensor's share when registering the New Song with a Performing Rights Organization, publisher, publishing administrator or other rights-management organization.

Licensor PRO Information:

Writer / Composer: Thomas Hodek

Producer Name: Tellingbeatzz

PRO: GEMA (Germany)

IPI / CAE: 716014087

Publishing Administrator: BeatStars Publishing Worldwide

6. Credit

Where credits are customarily provided, the Licensee agrees to credit the Producer as:

Produced by Tellingbeatzz

or

Beat by Tellingbeatzz

If additional featured-vocalist or hook credits are supplied with the Beat, those credits must also be included where reasonably applicable.

7. Content ID

Because the Beat may be licensed non-exclusively to multiple artists, the Licensee may not register the Beat or any New Song containing the Beat with YouTube Content ID or any similar automated copyright-claiming or fingerprinting system without prior written permission from the Licensor.

The Licensor reserves the right to register and administer the Beat through Content ID or similar systems.

If the Licensee receives a claim relating to a valid licensed use, proof of purchase may be submitted for review and release where appropriate.

8. Synchronization

The Licensee may synchronize the New Song with:

- music videos
- YouTube videos
- social media content
- podcasts
- online promotional content
- independent films and video projects

Major third-party commercial synchronization uses, including national advertising campaigns, television productions, feature films, major video games or comparable commercial projects, require prior written approval from the Licensor.

9. Prohibited Uses

The Licensee may not:

1. resell, redistribute or sublicense the Beat in its original or substantially similar instrumental form;
2. upload or distribute the Beat as a standalone instrumental under the Licensee's name;
3. include the Beat in beat packs, sample packs, loop libraries, sound libraries or production libraries;
4. claim authorship or ownership of the original Beat;
5. register the Beat or New Song with Content ID without permission;
6. transfer this License to another person or entity without written consent;
7. share the Beat files with third parties except persons directly involved in producing, recording, mixing, mastering or distributing the New Song.

10. Files Included

The files delivered depend on the license purchased:

MP3 Unlimited: MP3

WAV Unlimited: MP3 + WAV

Trackout Unlimited: MP3 + WAV + available tracked-out stems

The file format supplied does not change the commercial usage rights granted under this Agreement.

11. Non-Exclusive License

This is a non-exclusive license.

The Licensor may continue licensing or selling the same Beat to other customers.

The Licensee acknowledges that other artists may legally release different songs using the same Beat.

12. Future Exclusive Sale

If exclusive rights to the Beat are sold after this Agreement has taken effect, this License remains valid.

The Licensee may continue using, distributing and monetizing the New Song according to the terms of this Agreement.

13. Samples and Third-Party Material

Where the Beat contains third-party material requiring clearance, the Licensee is responsible for obtaining any additional clearance required for the Licensee's intended use unless otherwise agreed in writing.

The Licensor will disclose known third-party clearance requirements where reasonably possible.

14. Term

This License is valid in perpetuity, provided the Licensee complies with this Agreement.

No renewal payment is required.

15. Breach

If the Licensee materially breaches this Agreement, the Licensors may provide written notice and, where the breach can reasonably be corrected, allow 30 days to cure the violation.

If the breach is not corrected within that period, the Licensors may terminate the License and pursue available remedies.

16. Governing Law

This Agreement is governed by the laws of the Federal Republic of Germany, without prejudice to mandatory consumer protection laws applicable to the Licensee.

17. Entire Agreement

This Agreement, together with the applicable WooCommerce order confirmation, constitutes the complete agreement between the Licensors and Licensee regarding the licensed Beat.

If any provision is found invalid or unenforceable, the remaining provisions remain effective.