Non-Exclusive License Agreement

LICENSE ID
SAMPLE-0000-0000-0000

ORDER REFERENCE
SAMPLE — not a real purchase

LICENSOR
Stemmed Beatz Inc (Stemmed Beatz), Florida

LICENSED WORK
"After Hours" — Stemmed Beatz
142 BPM · F# Minor · 3:24 · after-hours

EFFECTIVE DATE
November 15, 2026

LICENSE FEE
$39 USD

LICENSEE
Sample Licensee p/k/a SAMPLE
licensee@example.com

DELIVERED FILES
after-hours.mp3
after-hours.wav

IN PLAIN ENGLISH

- You may record over "After Hours" and release the song you make with it.
- Streams, downloads, and music videos are unlimited, and you may monetize all of them.
- Credit "Prod. by Stemmed Beatz" wherever you list credits.
- You keep 85% of the songwriting; Stemmed Beatz keeps 15% as the producer's publishing share. Register the split that way with your PRO and distributor.
- This license is non-exclusive: Stemmed Beatz keeps ownership of the beat and may license it to others.
- You may not resell or give away the beat itself, and you may not register it with Content ID.

WHAT EACH TIER PERMITS

	BASIC	PREMIUM
Included files	Tagged MP3	MP3 + WAV
Audio streams	50,000	Unlimited
Paid downloads and units	2,500	Unlimited
Music videos	One, non-monetized	Unlimited, monetized
Radio and playlists	Not permitted	Unlimited
Live performance	Non-profit only	Unlimited, including paid
Broadcast, film and games	Separate license	Separate license
Publishing kept by producer	20%	15%
Term	Perpetual	Perpetual

1. Definitions

"Beat" means the instrumental musical work and sound recording titled "After Hours" (142 BPM, F# Minor, 3:24), together with any stems or alternate files delivered to Licensee under this Agreement.

"New Master" means one new sound recording created by Licensee that incorporates the Beat together with Licensee's own original vocal or instrumental contributions.

"Composition" means the underlying musical work embodied in the New Master.

"Licensor" means Stemmed Beatz Inc, and "Licensee" means Sample Licensee p/k/a SAMPLE.

2. Grant of License

In consideration of the license fee of $39, receipt of which is acknowledged, Licensor grants Licensee a non-exclusive, non-transferable, worldwide license to use the Beat solely as set out in this Agreement.

Licensee may: (a) record over and incorporate the Beat into one New Master; (b) reproduce, distribute, sell, publicly perform, and stream that New Master; (c) synchronize the New Master with visual media within the video limits in Section 3; and (d) edit, arrange, loop, or shorten the Beat as needed to create the New Master.

No right is granted other than those stated here. Any use outside this Agreement requires a separate written license.

3. Usage Limits

This is a Premium license. Its limits are: audio streams — unlimited; paid downloads and physical units — unlimited; music videos — unlimited, monetized; radio and playlist placement — unlimited; live performance — unlimited, including paid.

Licensee may monetize the New Master and any accompanying video without limit on streams, units, or views.

Use of the New Master in television, film, advertising, video games, or any other synchronized broadcast requires a separate synchronization license at every tier.

4. Ownership and Reservation of Rights

Licensor retains all right, title, and interest in and to the Beat, including the copyright in both the instrumental composition and its sound recording. Nothing in this Agreement transfers ownership of the Beat.

This license is non-exclusive. Licensor may continue to sell, license, and exploit the Beat, and may grant identical or broader licenses in the Beat to any number of other parties, without notice to or consent from Licensee.

Licensee owns the New Master, including Licensee's own contributions to it, subject to Licensor's retained rights in the Beat and to Licensee's compliance with this Agreement.

5. Composition and Publishing

Licensee owns 85% of the Composition and Licensor retains 15% of it as the producer's publishing share, reflecting Licensor's authorship of the underlying instrumental. Licensor's share is a share of the Composition only; Licensee owns the New Master outright, subject to Section 4.

Licensee shall register the Composition with Licensee's performing rights organization, publishing administrator, and distributor at that split, naming Stemmed Beatz Inc as a writer and publisher of the retained 15%, and shall not register or authorize any registration inconsistent with it. Licensor collects its share directly from those societies; no payment is owed by Licensee to Licensor beyond the license fee.

Licensor claims no share of Licensee's own songwriting, recording, or master revenue, and no share of any composition that does not embody the Beat. This section does not affect Licensor's ownership of the Beat itself, which Licensor continues to control and license independently.

6. Producer Credit

Licensee shall credit Licensor as "Prod. by Stemmed Beatz" in the title or artist metadata of the New Master, and in the description of any video containing the New Master where the platform allows it.

Failure to give credit is a breach of this Agreement, but does not by itself terminate the license.

7. Restrictions

Licensee shall not: (a) resell, redistribute, license, sublicense, or give away the Beat as a standalone instrumental, or include it in any beat pack, sample pack, loop kit, preset library, or similar product; (b) claim exclusive rights in or ownership of the Beat; (c) use the Beat in a New Master created by anyone other than Licensee without Licensor's written consent.

Licensee shall not register the New Master, or authorize any distributor or third party to register it, with YouTube Content ID or any other audio-fingerprinting or content-identification service in a manner that asserts rights in the Beat. Doing so falsely flags every other licensee of the same Beat, and is a material breach of this Agreement.

Licensee shall not use the Beat, or the New Master to the extent it embodies the Beat, to train, fine-tune, or generate output from any machine learning or artificial intelligence model.

8. Term and Termination

This license takes effect on the Effective Date and continues in perpetuity unless terminated under this Section.

Licensor may terminate this Agreement if Licensee materially breaches it and fails to cure the breach within thirty (30) days of written notice. On termination, Licensee shall cease all further reproduction, distribution, and exploitation of the New Master,

and shall use commercially reasonable efforts to remove it from digital platforms.

Sections 4, 5, 10, 11, 12, 14, and 15 survive termination.

9. Delivery and Refunds

Licensor delivers the files listed above by private download link sent to licensee@example.com. Those links expire; this license does not.

Because the files are delivered electronically, all sales are final and non-refundable once a download link has been issued. If a file is corrupted or missing, or a download link fails, Licensor will re-issue it at no charge on request.

10. Representations and Warranties

Licensor represents and warrants that it owns or controls the Beat, has full authority to grant this license, and that the Beat contains no uncleared third-party samples or other material requiring clearance.

Licensee represents and warrants that Licensee's own contributions to the New Master are original or fully cleared, and that Licensee's use of the New Master will comply with all applicable law and platform terms.

Except as expressly stated in this Section, the Beat and all delivered files are provided "as is," without warranty of any kind, express or implied.

11. Indemnification

Each party shall indemnify and hold the other harmless from any third-party claim, loss, or expense (including reasonable attorneys' fees) arising out of that party's breach of its representations, warranties, or obligations under this Agreement.

12. Limitation of Liability

To the fullest extent permitted by law, Licensor's total liability for any claim arising out of or relating to this Agreement is limited to the license fee actually paid by Licensee, being $39. Neither party is liable for indirect, incidental, consequential, or punitive damages.

13. Upgrades and Exclusive Licenses

Licensee may upgrade to a higher tier or acquire an exclusive license to the Beat at any time, subject to availability. Licensor shall credit the fee paid under this Agreement against the price of that upgrade. A higher-tier or exclusive agreement supersedes this one as to the same Beat and Licensee.

14. Assignment

Licensee may not assign or transfer this license without Licensor's prior written consent, except that Licensee may assign it to a record label or distributor together with, and only together with, ownership of the New Master, on written notice to Licensor.

15. General

This Agreement, together with the terms published at stemmedbeatz.com, is the entire agreement between the parties as to the Beat and supersedes all prior discussions. If any provision is held unenforceable, the remainder stays in force. A failure to enforce any provision is not a waiver of it.

This Agreement is governed by the laws of the State of Florida, without regard to its conflict-of-law principles, and the parties submit to the exclusive jurisdiction of the state and federal courts located in that state.

16. Electronic Acceptance

No handwritten signature is required. This Agreement was executed electronically by Licensee on completion of purchase, and the record of that purchase is the parties' evidence of assent.

Accepted by licensee@example.com on November 15, 2026 · Order SAMPLE — not a real purchase · License SAMPLE-0000-0000-0000 · Terms version 1.2