

ExM Music Production, LLC

Beats & Instrumental Production – Usage Terms & Conditions

By purchasing any beat, instrumental, or production license from ExM Music Production, LLC, the client acknowledges and consents to the terms and conditions stated below. These terms govern usage rights, distribution allowances, credit requirements, and licensing limitations.

1. General Licensing Agreement

Purchasing any beat or instrumental license grants the client specific usage rights as defined by the license tier selected. Rights are not transferrable unless specified. Unauthorized resale, redistribution, or unlicensed use of any instrumental is strictly prohibited.

ExM Music Production, LLC retains full ownership of the original composition unless an Exclusive Rights license has been purchased.

2. Licensing Tiers & Usage Terms

Each licensing tier includes specific permissions. By purchasing a tier, the client agrees to abide by the following usage limits.

Basic License (MP3) – Non Exclusive

- Includes MP3 file
- Allowed for independent releases
- May be used on streaming platforms
- Standard usage limits (up to 50,000 streams)
- Cannot be registered for commercial broadcast or major distribution
- Beat remains available for purchase by other clients

Premium License (WAV) – Non Exclusive

- Includes high-quality WAV file
- Approved for streaming and independent distribution
- Usage limit up to 100,000 streams
- Cannot be registered for major label or commercial broadcast
- Beat may continue to be sold to other clients

Trackout License – Non Exclusive

- Includes stems (trackouts)
- Allows for advanced mixing and arrangement

- Usage limit up to 250,000 streams
- Permitted for music videos and monetization
- Beat is still non exclusive and may be sold again

Unlimited License – Non Exclusive

- Includes MP3 + WAV + Stems
- Unlimited streams, downloads, music videos, and performances
- No usage limit for independent distribution
- Still non exclusive; beat remains in store until Exclusive Rights are purchased by someone else

Exclusive Rights License

- One time purchase granting exclusive ownership rights
 - Includes MP3 + WAV + Stems
 - Unlimited commercial usage and distribution
 - Beat is removed from store upon purchase
 - Client may register the composition for royalties and commercial exploitation
 - Producer credit still required (see Section 4)
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3. Prohibited Uses

Regardless of license tier, clients may NOT: - Resell, sublicense, or redistribute the beat as-is - Claim authorship of the original instrumental - Use the instrumental for unlawful, hateful, or defamatory content - Provide the beat to third parties for their independent use

Violation of these terms may result in license revocation.

4. Producer Credit Requirement

All licenses—non exclusive and exclusive—require proper producer credit to be listed as:

Produced by Ebony Moxey

Acceptable placements include: - Streaming platform credits (Spotify, Apple Music, etc.) - Music videos and descriptions - Social media promotion - Album or single cover art - Metadata for distribution

Failure to provide proper credit may result in refusal of future services and potential licensing consequences.

5. Ownership & Copyright

Unless the client purchases Exclusive Rights, ExM Music Production, LLC retains ownership of the master and composition.

Clients may not: - Register the instrumental with a Performing Rights Organization (PRO) as their own - Claim sole authorship of the composition - File copyright for the beat unless Exclusive Rights were obtained

Exclusive Rights buyers may register the composition but must list Ebony Moxey as producer.

6. Modifications & Derivative Works

Clients with non exclusive licenses may modify, add to, or arrange vocals over the instrumental but may not alter the core composition or create derivative beats intended for resale.

Trackout and Unlimited License holders may remix or restructure elements for their project only.

Exclusive Rights holders may freely modify the instrumental for their personal project use.

7. Distribution & Monetization

Non Exclusive Licenses:

- Allowed on streaming platforms
- Allowed for independent monetization
- Subject to stream and usage limits per tier
- Cannot be released under major labels without license upgrade

Exclusive Rights:

- Unlimited monetization
 - Eligible for major distribution
 - Commercial sync use allowed unless otherwise restricted by contract
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8. License Expiration

Non exclusive licenses do not expire for already released work but do not guarantee exclusivity. If another client purchases Exclusive Rights later, non exclusive users retain rights to their existing release but may not issue new versions.

Exclusive Rights licenses are permanent and unlimited.

9. No Refund Policy

All beat and instrumental sales are final. Due to the nature of digital goods, no refunds or exchanges will be issued once files are delivered.

10. Client Responsibility

Clients must ensure: - All content added to the instrumental complies with copyright law - Their release complies with platform requirements - They maintain backup copies of delivered files

ExM Music Production, LLC is not responsible for: - Client file loss - Account restrictions (including from artificial engagement) - Copyright claims resulting from client-added samples

11. Portfolio Usage

ExM Music Production, LLC may showcase the beat or a short preview in its portfolio unless the beat is purchased under Exclusive Rights and the client requests privacy prior to their release.

By purchasing any licensing tier, the client confirms they have read, understood, and agreed to all usage terms and conditions.