

NON-EXCLUSIVE LIMITED STEM LICENSE

THIS AGREEMENT, made and entered into on _____ serves as a legally binding contract between Indica Room Music LLC (“Licensor”) and Buyer (“Licensee”).

This agreement grants the Licensee non-exclusive limited rights to the instrumental/beat titled _____.

***This license includes ALL individual stem tracks for the instrumental/beat.

Synchronization Rights

The Licensor hereby grants synchronization rights for **limited monetized audio streams** and **limited non-monetized video streams**. ***an exclusive license will need to be purchased for monetized video streams.

Publishing and Royalties

The Licensor shall retain 100% of Publishing for this license.

The Licensee is entitled to keep 100% of all mechanical royalties that are generated from sales of the Master Recording on digital retailers (such as iTunes) and through physical sales (such as Compact Discs).

1. License rights allow use of instrumental/beat for ONE commercially released audio recording, composition or broadcast.
2. Audio recording can be monetized through sales/distribution up to 10,000 copies.
3. Selling more than 10,000 copies requires upgrading to a full license or exclusive rights (if exclusive license to the instrumental/beat is available).
4. Audio recording may be used for non-profit, promotional or demo use. (non-monetized only)
5. Licensor grants full authorization to Licensee to record, alter, or mix the instrumental/beat for the purposes of audio recording.
6. If the Exclusive rights to this instrumental/beat are purchased after the date of this license agreement, Licensee will be notified in writing within 30 days of exclusive agreement. Granted rights herein shall remain until 10,000 copies are sold.
7. Credit must be given for instrumental/beat to Indica Room Music LLC verbally or in song credits/liner notes for all audio recordings.

8. Upon purchasing license rights, the Licensor still owns the instrumental/beat and the Licensor is able to license the instrumental/beat to any other party until exclusive license rights have been purchased.

Master Recording

The Licensor hereby grants the Licensee the right to record vocal and/or instrumental synchronization to any or all parts of the Instrumental. The Licensee understands that their non-exclusive usage of the Instrumental is limited to ONE new composition/audio recording. If the Licensee wishes to use the Instrumental in other new compositions/audio recordings, then the Licensee must obtain an additional non-exclusive license to use the Instrumental from the Licensor.

Ownership

The Licensor maintains 100% full rights (copyright and ownership) of the Instrumental and can continue to license it non-exclusively and/or exclusively. The Licensee has neither the right nor authority to sell or license the rights to the Instrumental, whether in whole or part, to any other individual. In the event exclusive rights are purchased for this Instrumental, the non-exclusive rights granted in this agreement will remain until these terms have been fulfilled.

Credit

The Licensee must give production credit to the Licensor for any and all distributed material. The Licensor reserves the right to request an audio signature at the beginning or end of all non-exclusive instrumentals.

Undersigned agrees to the terms stated above and gains non-exclusive limited rights to the Instrumental/beat titled: _____.

_____ Signature _____ Date

_____ Name

Indica Room Music LLC representative signature: _____