

BUYO-BEATZ LICENSE AGREEMENT

This License Agreement is made and entered into between Buyo-Beatz, owned and operated by Oscar Berzal Hernández, located at Büchnerweg 91, Berlin, and the purchaser (...).

1. DEFINITIONS

- *Beat*: A musical instrumental produced by Buyo-Beatz, made available for licensing.
- *Licensee*: The purchaser of the Beat who is granted the rights under this Agreement.
- *Licensor*: Oscar Berzal Hernández, the creator and owner of Buyo-Beatz, who retains all copyrights and rights to the Beat.
- *Streams*: The number of times a track using the Beat is played on digital platforms such as Spotify, Apple Music, YouTube, and others.
- *Commercial Use*: Any use of the Beat in monetized projects, including streaming, performances, or music distribution.

2. LICENSE TIERS

Buyo-Beatz offers different licensing tiers with varying rights and conditions:

- *Beat Standard*: Non-exclusive. The Beat can be purchased by multiple Licensees. Delivered in **MP3 format (328 kb/s)**.
- *Beat Pro*: Exclusive. Once purchased, the Beat is removed from the website and cannot be bought by others. Delivered in **WAV format (24-bit)**.
- *Beat Master*: Same as Beat Pro but includes structural modifications and added sound elements for up to **1/3** of the Beat's total length.
- *Beat Custom*: Fully custom instrumental created from scratch based on the Licensee's criteria and expectations. Delivered in the **highest audio quality available**.

3. GRANT OF LICENSE

Licensor grants Licensee a limited, non-exclusive (except for Beat Pro, Beat Master, and Beat Custom), **non-transferable** license to use the purchased Beat under the following conditions:

- The license is **perpetual** and does not expire.
- The Beat is royalty-free up to **100,000** total streams/views on any streaming platform.
- If the Licensee's track using the Beat surpasses 100,000 streams/views, an additional fee of **100 EUR** must be paid to the Licensor.
- Licensee may modify the Beat as they see fit, including adding effects, changing the tempo, adjusting the intro, and making cuts. However, the Beat **cannot be modified to the extent that it completely erases its original identity**.
- The Beat cannot be resold or redistributed, which is strictly prohibited and subject to a **50 EUR penalty per violation**.
- No refunds are accepted.
- Licensee may not register the Beat itself with copyright offices such as the US Copyright Office, GEMA, or any other rights management organization. However, Licensee may register their final song, provided that the Beat is credited to Buyooo as the producer.

4. FILE DELIVERY

- If Licensee purchases the Pro, Master, or Custom tier, the Beat will be delivered in **WAV format (24-bit)**.

5. USAGE RIGHTS & RESTRICTIONS

- Licensee may monetize their music on YouTube and other platforms with **no additional revenue** sharing to Buyo-Beatz.
- Licensee may register their song with performance rights organizations such as BMI, ASCAP, or SoundExchange.
- Beats **cannot be used in advertisements** unless solely for the promotion of the Licensee's own song.
- Beats cannot be used in **films, commercials, or video games** unless the instrumental is part of a finalized song.
- To qualify as a finalized song, the Licensee must work on at least 60% of the Beat's total length, making significant, audible, and distinguishable modifications except in cases defined by specific agreements.

6. ARTIFICIAL INTELLIGENCE RESTRICTIONS

- Licensee may not use the Beat in any Artificial Intelligence (AI) software, platform, or model to create derivative works, generate new songs, or modify the Beat in a way that would allow AI-generated content to replicate its structure or elements.
- Licensee may not use the Beat to train AI models or sample extraction tools for resale or redistribution.
- If Licensee violates this clause, the license will be immediately revoked, and Licensee will be subject to a **penalty fee determined by Buyo-Beatz**.

7. CREDITS

- The producer name "Buyooo" **must appear in the credits** as the song's producer.

8. ADDITIONAL STREAMING PAYMENTS

- If the Licensee's track exceeds 100,000 streams/views, they will receive an email with payment instructions.
- The Licensee will receive up to three warnings before the song is **removed from streaming platforms**.
- After the third warning, the Licensee has **30 days** to make the payment, or the song will be permanently removed.
- Buyo-Beatz reserves the right to take legal action in cases of non-payment.
- Payments must be made via **PayPal or bank transfer**.

9. CONFIDENTIALITY

- Licensee agrees to keep all aspects of the creative process—including sound selection, composition, production, and mixing—**strictly confidential**.
- Licensee may not share, publish, or disclose any details about the creative process or the production of the Beat.

10. GOVERNING LAW & DISPUTE RESOLUTION

- This Agreement is governed by the laws of **Germany**.
- Any disputes arising from this Agreement will be resolved in the courts of Germany.
- Buyo-Beatz retains the **final authority in interpreting** the terms of this Agreement.

11. TERMINATION OF LICENSE

- Once a Beat is purchased, the Licensee is bound by this Agreement and **cannot cancel the contract**, unless mutually agreed upon.
- Buyo-Beatz reserves the right to terminate this license in cases of non-payment, misuse of the Beat, illegal distribution, or failure to credit the producer.
- Unauthorized resale or redistribution of the Beat will result in a 50 EUR penalty per violation.

By purchasing and using the Beat, Licensee agrees to the terms outlined in this Agreement.

For inquiries, contact Buyo-Beatz at contact@buyobeatz.com.

