

Stems (Unlimited Use)

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- UNLIMITED AUDIO STREAMS
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- RADIO BROADCASTING RIGHTS (UNLIMITED STATIONS)
- UNLIMITED FREE DOWNLOADS
- UNLIMITED VIDEO STREAMS
- FOR PAID PERFORMANCES? YES

Stems (Unlimited Use)

This License Agreement ("Agreement") is made on **Todays Date**, between **Andre Owens** of "**Madwax Records**" (referred to as "Producer" or "Licensor") and The Customer Name (referred to as "Licensee"), who resides at **The Customer Address**. This Agreement regulates the Licensee's use of the beat titled under the **Stems (Unlimited Use)** license.

Under this Agreement, the Licensee is granted the right to utilize the beat for the creation and production of an **unlimited** number of works ("New Songs"), in accordance with all terms and conditions outlined herein.

License Fee

The license fee is due on the date of this Agreement. Rights to the beat are only granted upon full and timely payment.

Delivery of the Beat

The Licensor consents to provide the beat in a high-quality format, as recognized within the music industry. The Licensor shall exert commercially reasonable efforts to send the beat to the Licensee promptly upon receiving payment. The beat will be transmitted via email to the address specified by the Licensee.

Term

The license is granted in perpetuity and does not expire automatically.

Use of the Beat

The Licensee is permitted to utilize the beat for the creation of an **unlimited** number of new songs. Alterations to the beat, such as arrangement, tempo, length, and pitch, are

permissible. All newly created songs may be released, streamed, sold, and promoted on a global scale.

There are no restrictions on sales, whether downloads or physical copies, and both monetized and non-monetized audio and video streams are allowed without limit, as well as **unlimited** free downloads.

Public performances, including live shows, clubs, and radio broadcasts, are authorized. Each new song may be synchronized with any video and distributed on platforms such as YouTube, Vevo, or television. Synchronization is allowed for an **unlimited** number of video projects.

Restrictions on Use

Rights cannot be transferred. The Licensee is prohibited from assigning or transferring rights to any third parties. The beat must not be resold or redistributed by the Licensee, whether in its original or altered form. There should be no registration with Content ID systems or distributors that might prevent access for other users.

Ownership

(a) The Producer maintains complete ownership and all copyrights pertaining to the sound recording and the underlying musical compositions created by the Producer.

(b) To clarify: The Licensee does not possess the master or recording rights for the New Songs. The Licensee has been granted permission to utilize the Beat in New Songs and to commercially exploit them in accordance with this Agreement. The Licensee holds ownership of the lyrics or any other original elements developed exclusively by them.

(c) This Agreement is considered accepted upon the payment of the license fee and electronic consent.

Credit

The Licensee may use the name, image, and biography of the Producer in connection with the New Song.

The Licensor may be credited as "Producer," ideally as: "Produced by Madwax Records".

Breach of Agreement

In the event of a breach, the Licensee is granted five (5) business days to rectify the situation. Failing to do so may result in the revocation of the license. Any unauthorized use or sale renders the Licensee responsible for all associated revenue and damages. The pursuit of injunctive relief is permissible. The Licensee is accountable for all resultant expenses, which encompass legal and attorney fees.

Warranties, Representations & Indemnification

The beat is provided under an as-is license. The Licensor guarantees that they have the authority to issue the license and that no rights of third parties are violated. The Licensee holds responsibility for all content they provide.

Miscellaneous

This Agreement represents the complete understanding between the parties. Any amendments must be documented in writing (an email is acceptable). Provisions that are invalid do not impact the remainder of the Agreement.

Failure of the Licensor to enforce any provision will not be considered a waiver unless it is documented in writing and not addressed within 30 days.

Illinois law governs this Agreement. For consumers located in the EU, the mandatory consumer protection laws of their home country will apply. Jurisdiction is determined by the relevant law.

Notices should be sent via registered mail or courier to the specified addresses. Additionally, a copy must be sent to Andre Owens, **1430 N Western Avenue, Chicago, IL, United States, 60622.**

YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED THIS AGREEMENT AND RECOGNIZE THE SIGNIFICANCE OF LEGAL COUNSEL. A WAIVER OF COUNSEL DOES NOT NULLIFY THIS AGREEMENT.

This Agreement can be signed in several copies. Scanned or emailed versions are legally enforceable. If a signature is not present, payment and electronic agreement will serve as binding acceptance.