

## Premium License

**FROM:** Vlad Sfichi ("Producer")

**TO:** %CLIENT\_NAME% ("Artist")

**DATE OF AGREEMENT:** %ORDER\_DATE%

1. In return for payment of the fee, the Producer grants a non-exclusive license to the Artist to use the chosen musical work named "%BEAT\_NAME%" (referred to here as "Beat") to create one (1) new recording ("the Track"). The Artist can alter, and mix the beat/song in any shape, way, or form, except reselling the beat.
2. The Artist shall have the right to commercially release the Track by a means, throughout the world, subject to these terms.
3. This license is for a term of one (1) year from the date of this agreement ("Term"). After the term, the license will automatically renew for another year if the following limits ("Thresholds") will not be reached. If the limits are reached, the Artist will be required to extend the term by paying an additional fee or taking such other steps as required by the Producer.

1. Further during the Term the Artist's usage of the Beat shall be limited to the following limits ("Thresholds")

1. ten thousand (10.000) for-profit downloads or physical sales of the Track.
2. unlimited free internet downloads for non-profit and non-commercial use.
3. one thousand (1000) for-profit public performances of the Track.
4. unlimited non-profit public performances of the Track
5. one (1) music video for the Track
6. 1.000.000 streams via audio streaming services (Spotify, YouTube Music, Apple Music, etc.)
7. 2.000.000 views via video-sharing websites (YouTube, Vimeo, etc.)

2. Once any of the limits have been reached, the Artist will be required to extend the license by paying for an additional license or upgrading the existing one.

4. The Artist is not required to pay the Producer a royalty or any income from the Track. However, despite this, the Artist agrees that:

1. The Producer shall have a twenty percent (20%) share of the publishing in the Track and shall receive publishing income directly from the applicable Collection Society.

1. The Artist agrees that he/she will register the Producer's interest, on the Producer's behalf, at the collection society in the Artist's home territory to ensure that mechanical and performance royalties are collected throughout the world. [https://en.wikipedia.org/wiki/List\\_of\\_copyright\\_collection\\_societies](https://en.wikipedia.org/wiki/List_of_copyright_collection_societies)
  2. The Artist shall use the Producer's publishing details: IPI Number: 378474707, Name: Vlad Sfichi, Registered with SOCAN.
  3. The Producer and the Artist shall each administer their respective shares of the publishing in the Track. Any sync licenses for the Track must be pre-approved by the Producer.
2. The Producer shall have the right to receive neighboring rights income as a performer on the Track directly from the applicable Collection Society.
    1. The Artist agrees that he/she will register the Producer's interest on the Producer's behalf with the collection society in the Artist's home territory that administers neighboring rights income throughout the world. [https://en.wikipedia.org/wiki/List\\_of\\_copyright\\_collection\\_societies](https://en.wikipedia.org/wiki/List_of_copyright_collection_societies)
5. The Producer warrants and represents the following:-
    1. that they are the owner of the copyright in the Beat;
    2. that he/she has the right to enter into this Agreement and to grant all the rights which he grant herein;
    3. subject to the provisions of Para 9 below that the Beat does not infringe the rights of any third party;
    4. that all necessary consents under law are granted to the Artist
    5. that he/she waives all so-called moral rights.
    6. all necessary publishing licenses will be made available to the Artist in respect of the Track free of charge for use by the Artist in connection with non-monetized advertising and/or promotion of the Track
6. The Artist warrants that and represents the following:-

1. that they have the right to enter this agreement
2. that the Track shall not infringe the rights of any third party
3. that they shall comply with all the obligations and limitations set out in this agreement
7. The Artist agrees to ensure that the Producer is credited on the metadata and packaging or promotion of the Track with one of the following phrases: "Produced by LionRiddims", "Beat made by LionRiddim" or "Riddim by LionRiddims".
8. The Artist agrees to indemnify the Producer and hold him/her harmless from all claims, losses, and expenses including reasonable legal fees arising out of or resulting from a claimed breach of the Artist's warranties, representations, and obligations in this agreement.
9. If in the description the Beat is stated to contain an uncleared sample then the Artist agrees that they will take steps to obtain all clearances of the sample before the release of the Track. The Artist shall also take steps to clear the publishing sample. The Artist shall indemnify the Producer from all losses and costs arising from any claims from third parties concerning the Artist's failure to take the required steps.
10. The Artist acknowledges that the Producer shall retain ownership of the copyright in master and the underlying composition of the Beat and shall have the right to grant separate licenses thereof to other artists.
11. The Artist acknowledges that the payment for this license is non-refundable. If the Artist fails to comply with any obligation hereunder the Producer shall have the right on notice to the Artist to terminate this license and all rights shall revert to the Producer. Such termination shall render any further exploitation by the Artist as an actionable infringement of copyright.
12. These rights granted to the Artist are not assignable or otherwise transferable
13. This license constitutes the entire agreement between the parties
14. This Agreement shall be construed in accordance with the law of Romania.