



Premium License Agreement

Date: e.g. (January 1, 1111)

NON-EXCLUSIVE RIGHTS FOR (RIDDIM NAME) PREMIUM LICENSE

Upon purchasing (Name of RIDDIM, BPM, and KEY) from Gem Acoustics.com, both the Licensee (NAME AND ADDRESS) and Licensor (Jemar Mitchell, Executive Producer at Gem Acoustics) hereby consent to the following terms:

The Producer at Gem Acoustics (Jemar Mitchell) is and shall remain the Author and sole owner of Instrumental (Riddim Name, BPM, KEY) and holder of all RIGHTS, TITLE and INTEREST in the Said Instrumental. This License Agreement does not contain any reassignment of **OWNERSHIP** from Gem Acoustics to Licensee (PURCHASER NAME).

The Licensee may not under any circumstances attempt to register the New Song and/or Instrumental to one's name to the USA Copyright Office. The aforementioned rights to register a new song or Instrumental are strictly limited to the Producer at Gem Acoustics (Jemar Mitchell) in this License Agreement.

1. Publishing and Royalties Shares

- **Streaming/Master Royalty** - The Licensee is entitled to 80% and the Licensor 20% of this Royalty.
- **Digital Performance Royalty** – The Licensee is entitled to 50% and the Licensor 50% of this Royalty.
- **Public Performance Royalty** - The Licensee is entitled to 50% and the Licensor 50% of this Royalty.
- **Mechanical Royalty** - The Licensee is entitled to 80% and the Licensor 20% of this Royalty.
- **Writers Share & Publishing Royalty** – The Licensee is entitled to Half of Writers Share & Publishing, and the Licensor is Entitled to Half of Writers Share & Publishing, (e.g. BMI TOTAL Shares at 200%, So the Licensee “Artist” Claim 50% from both Writers Share and Publishing Share each, and the Producer “Gem Acoustics” also Claim 50% From Writers Share and Publishing as well, So 50/50 Split for Both Shares)
- **Neighboring Rights Royalties** - The Licensee is entitled to 50% and the Licensor 50% of this Royalty.
- **None-Interactive Streaming Platforms** – The Licensee is entitled to 50% of money generated from **None-Interactive Streaming**, while 45% is Split between Featured Artist and the Producer at Gem Acoustics (AMP Act.) *Negotiable, [A split is done when registering on Neighboring Rights Organization Using application Form of Direction].

(For None USA Licensee Neighboring Rights Organization in Your Country & Sound Exchange for USA Licensee).

- **Synch Licensing Fees** –The Licensee is entitled to 50% and the Producer 50% of this Fee Usually a onetime Payment. (This also open up opportunity to Generate Performance Royalties on Back End, Splits Still Remain).
2. The Licensee has a **Non-Exclusive License** to use the Master Recording in unlimited **Non-Profit** performances, shows, projects, or concerts. Performance may include live events (concerts, festivals, night-clubs) and internet streaming via third-party services (YouTube, etc.). The beat may be used for **Non-Profit** promotional use or demos (no free downloads).
 3. **Synchronization Rights**
 - The Licensor grants the Licensee **600,000 Monetized Audio Streams** on platforms like Spotify, Pandora, and Apple Music (Digital Streaming Platform) **BUT No YouTube Monetization and No Content ID by YouTube/Distributor** of your Project recorded on this Beat in this **Premium License Agreement. Monetization and Content ID** always goes hand in hand, because Licensee is **NOT THE OWNER** of the Lease Beats, Licensee is Not Allowed to **Monetize YouTube or Content ID**, because this will affect other Licensee's of this Instrumental, That's a Down Side to Content ID System.
 - The Licensee may sell up to **10,000 UNITS** of the composition recorded on this instrumental. Exceeding these limits requires a license renewal or an upgrade to a higher license level.
 - The Licensee is permitted to **Two Music Videos** for Streaming Purposes.
 - The Licensee will Receive **Untagged Mp3 + Wave + Stems Files**.
 - The Licensee is permitted to Distribute to **(3) Radio Stations** (Air Play).
 4. **Duration of License**

This Standard License Agreement is valid for **8** years. After **8** years from the date of purchase, this license will expire and the licensee will be required to **re-purchase a license** to keep their song live on commercial platforms and to continue **selling units** of recorded composition or whichever limitation comes first
 5. **Instrumental Usage**
 - The Licensee has full rights to record, alter, and mix the beat/song in any way, except for **Changing the Composition of the Beat or Reselling the Beat**. Full credit must be given to **Gem Acoustics or Jemar Mitchell (Producer at Gem Acoustics)** verbally or in writing on all commercial recordings until **Exclusive Rights** is purchased.
 6. **Master Recording**
 - The Licensor grants the Licensee the right to record vocal and/or instruments in synchronization to any or all parts of the instrumental. **The Premium Non-Exclusive** license is limited to **TWO** new compositions. To create additional compositions, the Licensee must obtain a higher level license that grants more than **TWO** composition

creation. The Licensee agrees not to edit the instrumental by changing its arrangement or removing any melodies, instruments, drum programming, or sounds.

7. Ownership

- The Licensor maintains **100% full rights (copyright and ownership)** of the instrumental and can sell it non-exclusively and/or exclusively. The Licensee has no right or authority to sell or license the instrumental, in whole or in part, to any other party. If exclusive rights are purchased by another individual, the Licensee retains non-exclusive rights under the limitations in this agreement, until those limitations are reached.

8. Credits

- The Licensee must give production credit to the Licensor for all distributed material, verbally or in writing on the Master Recording, CD booklet or Meta data or Credits Section. The Licensor reserves the right to keep an audio signature at the beginning of all non-exclusive instrumentals.

9. Considerations

- The consideration for the rights granted here in this agreement: The Licensee (**Purchaser**) shall pay to the Licensor (Jemar Mitchell “Gem Acoustics”) the sum of \$99.00 (Ninety Nine Dollars) in Currency (USD) and other good and valuable consideration payable to the producer at Gem Acoustics (Jemar Mitchell). If the Licensee fails to account to the Licensor and performs his/her Obligations herein this License Agreement, the Licensor reserve all rights to terminate this License Agreement upon written notice to the Licensee. Such Termination shall render the Recording, Manufacture or Distribution of Recording for which monies have not been paid, an actionable infringement under applicable law, including **Without Limitation**, the United State Copyright Act, as amended.

❖ **By Receiving This Contract With Your Downloaded Files, You Automatically Agree To The Terms Stated Above And Gain Non-Exclusive Rights To The Instrumental**

❖ **Please Contact Gem Acoustics for Producer Information for Song Registration Purposes BEFORE Song Release Via your Distributor. Thank you.**

10. Summary of the Premium License Agreement is as follows;

- Lease Price: \$99.00
- Untagged Mp3 + Wave + Stems
- Sell up to **10,000** units
- Max. 2 Song Composition
- Max. 2 Music Video Usage
- Max. 3 Radio Station Airplay
- Max. **600,000** Streams
- Non-Exclusive Rights
- Credit **MUST** be given to **Gem Acoustics**
- No Paid Performances
- **No YouTube Monetization or Content ID**