

NON-EXCLUSIVE MUSIC LICENSE AGREEMENT

This Agreement is entered into on [Date of Purchase] between:

Producer: Trole's Music | Karl Wolfgang Miller

AND

Artist: [Artist Name/Company] ("Artist")

Address: _____

1. Grant of License: The Producer grants the Artist a non-exclusive, worldwide license to use the Producer's musical compositions and recordings ("Works") in the Artist's performances, recordings, videos, and multimedia works ("Artist's Works"), subject to the terms below.
2. Term: This license commences on the date of purchase and will continue for [Number of Years] years unless terminated earlier.
3. Territory: The license applies in the following territory: Worldwide.
4. Use Restrictions:
 - a. Artist shall not use the Works in a way that harms Producer's reputation.
 - b. Alterations of the Works require written consent.
 - c. Commercial use beyond the scope of this license requires prior written approval from the Producer and/or an extension of licensing.
 - d. Artist may not assign or transfer rights without Producer's consent.
 - e. Sublicensing, resale and track modifications are strictly prohibited.
 - f. A cap may be placed on the number of licenses via the Producer's discretion.
5. Payment: Artist shall pay fifty dollars (\$50) to the Producer for this license (unless upgraded/dollar amount signifies and confirms the package purchased, shown in chart below). Royalty or publishing terms, if any, are as follows:
 - a. Royalty Rates: Fixed fee (from line 5) per unit; of Net Sales using this IP: 6%, Publishing Royalties split 50/50%, Subsidiary/Sub-Rights Royalties: Licensee/Publisher: 30%; Mechanical Royalties:
For copies of each composition reproduced or distributed hereunder, Licensee shall pay Licensor royalties at the minimum statutory mechanical rate effective at the time of recording. For compositions controlled by the recording artist or producer ("Controlled Compositions"), the royalty shall be 75% of the statutory rate, subject to a maximum aggregate per album not exceeding 10 times

es the per-selection rate. Royalties shall be accounted for semiannually on net sales, including both physical and digital formats, in the territories of the U.S. and Canada. For territories outside the U.S. and Canada, the mechanical royalty will be the prevailing industry rate at the time of this Agreement.

Performance Royalties (Public and Digital Performances): 6.5% to be paid solely to the Producer/Licensors (handled and distributed via a PRO, in accordance to their collection and payout SOPs) for live performances, radio airplay, in-store broadcasts, jukebox, and other public spaces. Streaming services such as Spotify, Apple Music, or SoundCloud. Obligatory to the licensee to provide transparent reports showing plays, audience reach, or usage metrics for calculating royalties, accurately log and report performance data for royalty purposes, while ensuring metadata accuracy for correct royalty attribution and allocation. Applied in all territories the Works are used.

b. Audit Rights: Licensors may specify audit provisions and audit type (remote or on site) to monitor royalty compliance and ensure accurate reporting.

Audits or certain obligations apply only if royalties exceed a specified qualitative or quantitative significance level. Limit Burden helps avoid requiring in-depth audits for minor royalty streams that are not financially material.

Quantitative Thresholds: Qualitative factors include but are not limited to complexity of accounting, reporting risks, and reliance of financial statements of the royalty stream. Significant royalty streams reports facilitating clear identification is the licensee's obligation. Royalties shall be audited in accordance with Revenue Significance. Detailed audits for streams exceeding a certain percentage or are material to total revenue, and limited review for streams below the aforementioned threshold, aligning with regulatory reporting expectations.

6. Termination: Producer may terminate this Agreement if Artist breaches any term or condition of this license and fails to remedy within a reasonable time frame (situation dependent).

7. Governing Law & Dispute Resolution: This Agreement shall be governed by the laws of Indiana, United States of America. All disputes shall be resolved by arbitration under the rules of [Arbitration Association].

8. Signatures Producer: _____ Date: _____

Artist: _____ Date: _____

1. In return for payment of the fee: Producer grants a non-exclusive license to the Artist to use the chosen musical work named [**“Beat”** purchased here] (referred to here as **“Beat”**) to create one (1) new recording (**“the Track”**).
2. The Artist shall have the right to commercially release the Track by any and all 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 end and the Artist will be required to extend the term by paying an additional fee or taking such other steps as required by the Producer. [or The term of this agreement shall be for life of copyright subject to the provisions of Para 3].

1. Further during the Term the Artist’s usage of the Beat shall be limited to the following limits (**“Thresholds”**)

1. (Basic Package only, upgrades shown in chart below) seven thousand five hundred (7,500) for-profit downloads or physical sales of the Track. For the purpose of calculating and the Threshold two hundred (10,000) streams of the Track via so-called subscription services shall count as one sale, and
2. unlimited free internet downloads for non-profit and non-commercial use.
3. two hundred (200) for-profit public performances of the Track with a maximum profit of one thousand (\$1,000) US Dollars in compensation or ticket sales using the Track in the performances
4. two thousand (2000) non-profit public performances of the Track
5. one (1) music video for the Track

*Upgrades (reflected in the price) naturally exempt the five (5) previously stated quantities and are substituted with the quantities listed in the chart

below. For clarity: Numbers contained in 1.1-5 are only applicable to the Basic Package, no need to alter for upgrades.

2. Once any of the limits have been reached then the Artist will be required to extend the license by paying an additional fee or taking such other steps as required by the Producer.

4.

1. the Producer shall have a fifty percent (50%) 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
2. The Artist shall use the Producer's membership number and follow the directions contained in the email that shall be sent to the Artist by the Producer. [to be drafted separately]
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 preapproved 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 that administers neighboring rights income throughout the world.
https://en.wikipedia.org/wiki/List_of_copyright_collection_societies

2. The Artist shall use the Producer's membership number and follow the directions contained in the email that shall be sent to the Artist.













































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 any and 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 credit on the on the metadata and packaging or promotion of the Track as follows [Produced by Trole's_Music | Karl Wolfgang Miller]
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 Artist agrees that they will take steps to obtain all clearances of the sample prior to release the of 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 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. This 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 the United States of America.

	Basic 	Premium 	Unlimited 	Exclusive 
	 	 	 	 
Change Order				
Standard Price	\$50.00	\$80.00	\$130.00	\$100,000.00
Discounts Enabled				
Allow Offers				
Contract				
MP3				
WAV				
Trackout				
Distributions	7500	15000	Unlimited	Unlimited
Free Downloads	Unlimited	Unlimited	Unlimited	Unlimited
Non-Profit Performances	2000	3000	4000	Unlimited
Paid Performances	200	300	400	Unlimited
Music Videos	1	1	Unlimited	Unlimited
Audio Streams	10000	50000	Unlimited	Unlimited
Video Streams	10000	50000	Unlimited	Unlimited
Broadcasting Rights				
Radio Stations	0	2	Unlimited	Unlimited