

NON-EXCLUSIVE BEAT LICENSE AGREEMENT

This Non-Exclusive Beat License Agreement ("Agreement") is made and entered into as of [Date of Sale], by and between:

Licensor:

Echo Beats (Producer: [Producer's Full Legal Name/Stage Name], represented by [Your Name/Company Name if applicable])

Email: [Your Email Address]

Website: [Your Website URL, if applicable]

Licensee:

Artist Name: [Artist's Full Legal Name/Stage Name]

Email: [Artist's Email Address]

Address: [Artist's Full Address]

1. The Beat:

Licensor hereby grants to Licensee a non-exclusive license to use the sound recording of a beat titled "[Beat Title]" (the "Beat") under the terms and conditions set forth in this Agreement. The Beat is provided as a [MP3 / WAV / Trackouts - specify based on the tier purchased].

2. License Type & Fee:

Licensee agrees to pay Licensor the following fee for the rights granted herein, as chosen from Echo Beats' "Ecobee" pricing tiers:

- **Essential Plan:**
 - **License Fee:** \$[Essential Plan Price] USD
 - **File Provided:** MP3
 - **Rights Granted:** Non-exclusive, limited use. (See Section 3 for details).
- **Enhanced Plan:**
 - **License Fee:** \$[Enhanced Plan Price] USD
 - **Files Provided:** MP3, WAV, and Trackouts (Stems)
 - **Rights Granted:** Non-exclusive, increased usage. (See Section 3 for details).
- **Premium Plan (Exclusive License):**
 - **License Fee:** \$[Premium Plan Price] USD
 - **Files Provided:** MP3, WAV, and Trackouts (Stems)
 - **Rights Granted:** Exclusive use. (See Section 3 for details).
 - **Note:** Upon full payment and execution of this Agreement, the Beat will be removed from general sale by Licensor.

3. Rights Granted & Limitations:

(A) Essential Plan License:

The Licensee is granted a non-exclusive license to use the Beat for non-profit or limited commercial purposes. This includes:

- **Usage Limits:** Up to one thousand (1,000) streams across all digital platforms (e.g., Spotify, Apple Music, YouTube).
- **Monetization:** Permitted on one (1) social media platform (e.g., YouTube, TikTok) for non-monetized content only.
- **Public Performance:** Limited to non-commercial performances.
- **No Exclusive Rights:** The licensor retains the right to license the beat to other artists.
- **No Master Rights:** Licensee receives no rights to the master recording copyright.
- **No Publishing Rights:** Licensee receives no publishing rights or writer's share of the beat.

(B) Enhanced Plan License:

The Licensee is granted a non-exclusive license with expanded commercial usage rights. This includes:

- **Usage Limits:** Up to ten thousand (10,000) streams across all digital platforms.
- **Monetization:** Permitted on all social media platforms for monetized content.
- **Public Performance:** Permitted for commercial performances.
- **No Exclusive Rights:** The licensor retains the right to license the beat to other artists.
- **No Master Rights:** Licensee receives no rights to the master recording copyright.
- **No Publishing Rights:** Licensee receives no publishing rights or writer's share of the beat.

(C) Premium Plan (Exclusive License):

The Licensee is granted an exclusive license to use the Beat. Upon full payment, the Beat will be removed from the licensor's catalog and will not be licensed to any other party.

- **Usage Limits:** Unlimited streams, sales, downloads, and commercial use.
- **Monetization:** Permitted on all platforms for all types of monetized content.
- **Public Performance:** Unlimited for all commercial purposes.
- **Master Recording Rights:** Licensee receives ownership of the master recording copyright for any new musical composition created using the Beat.
- **Publishing Rights:** Licensee receives [e.g., 50%/100%—specify your standard split] of the publishing rights and writer's share for any new musical composition created using the Beat. (This should be clearly defined).

4. Credit:

The licensee agrees to provide the following credit to the licensor in all performances, recordings, and distributions of any musical composition created using the beat:

"Produced by Echo Beats" (or "[Producer's Stage Name]" if preferred and agreed upon).

5. Ownership of Beat:

Licensor warrants that they are the rightful owner of the Beat and have the full authority to grant this license. Licensor retains all copyrights to the Beat itself, unless an Exclusive License (Premium Plan) is purchased, in which case specific ownership of the master recording and publishing rights are transferred or shared as per Section 3(C).

6. Delivery:

Upon receipt of full payment, Licensor shall deliver the Beat files to Licensee via email to the address provided by Licensee within [Number, e.g., 1-3] business days.

7. Prohibited Uses:

Licensee shall not:

- Resell, re-license, or redistribute the Beat in its original form.
- Claim ownership of the Beat itself (unless purchasing the exclusive license and as per Section 3(C)).
- Use the Beat in any manner that is defamatory, libelous, or that infringes upon the rights of any third party.
- Claim to be the sole creator of the Beat itself.

8. Warranties & Representations:

Licensor warrants that the Beat is original and does not infringe on any third-party copyrights. Licensee warrants that they have the legal capacity to enter into this Agreement.

9. Indemnification:

Licensee agrees to indemnify and hold harmless Licensor from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of Licensee's use of the Beat or breach of this Agreement.

10. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of [Your Country/State/Province, e.g., Belize], without regard to its conflict of laws principles.

11. Entire Agreement:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

12. Modification:

This Agreement may not be modified or amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

Licensor:

[Producer's Full Legal Name/Stage Name]

Echo Beats

Licensee:

[Artist's Full Legal Name/Stage Name]