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In exchange for your payment of the license fee ("License Fee") associated with the applicable sound and/or sample provided via this website (each, a "Sample"), we grant you a **non-exclusive, non-transferable, perpetual right** to use the Sample in combination with other sounds in music productions to create new recordings ("Recording(s)"), which shall be considered "derivative works" as that term is used in the United States Copyright Act. This license permits you to modify, reproduce, publicly perform, distribute, transmit, **sublicense** and otherwise use the Sample as incorporated in your Recording, including for commercial purposes, subject to the following restrictions:

- 1) You may not use or sublicense the Sample in isolation as sound effects, loops, or as source material for any other form of sample (even if you modify the Sample)
- 2) You may not use or sublicense Samples in a manner competitive to us or redistribute Samples in new sample packs
- 3) You may not sublicense, sell, loan, share, lend, broadcast, rent, lease, assign, distribute, or transfer any Sample to a third party except as incorporated into a Recording
- 4) You may not use the name, image, or likeness of the artist or producer associated with a Sample in any way without that artist's or producer's express written permission

Furthermore, with respect to commercial usage of Recordings containing Samples, the following shall apply:

1) **Minor Releases:** You may use the Sample for Recordings on your own personal projects, independent releases, beat tapes, and mix tapes that are not distributed or released via a "Major Label" (i.e., SonyBMG, UMG, WEA, or their subsidiaries) or "Large Indie Label" (i.e., Alamo, Empire, 300, E1 or comparable label) (each such release, a "Minor Release") at no additional cost outside of the License Fee (including, for the avoidance of doubt, without providing us with publishing splits), provided that any Minor Release that exceeds one million streams on Apple Music, Spotify or YouTube shall be considered a Major Release for purposes of this license and shall be subject to the below terms for Major Releases.

2) **Major Releases:** For Recordings to be distributed or released via a Major Label or Large Indie Label, or any Minor Release that exceeds one million streams on Apple Music, Spotify or YouTube (each such release, a "Major Release"), you shall be required to:

(a) Contact us promptly to seek clearance for use of the Sample on a Major Release;

(b) Provide for a **50/50 split** of any Advances, Producer Royalty and Publishing, including for the avoidance of doubt, in relation to any so-called 'synch licenses'; and

(c) Provide [us/the creator of the applicable Sample] with Co-Producer credit on the liner notes of any singles or albums (in any configuration), in advertisements, and wherever metadata permits.