

Sample Pack License Agreement

The Licensor (“me”, “us”, “we”, or the like) hereby grants you (“buyer”, “licensee”, or the like) a non-exclusive, non-transferable, perpetual right to use the “Sample Pack” and its included contents (“samples”, “sounds”, “loops”, or the like) in combination with other sounds in music productions to create new recordings ("Recording(s)"), which shall be considered "derivative works". For good and valuable consideration, the receipt / proof of payment ("License Fee") acknowledges that the parties hereby agree as follows:

1. This license permits you to modify, reproduce, publicly perform, distribute, transmit, sublicense and otherwise use the Samples as incorporated in your Recording, including for commercial purposes, subject to the following restrictions:
 - a. You may not use or sublicense the Samples in a manner competitive to us (i.e. redistribute samples in new sample packs);
 - b. 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;
 - c. You may not use the name, image, or likeness of the Licensor associated with a Sample in any way without their express written permission
2. In respect to commercial usage of Recordings containing Samples, the following shall apply:
 - a. **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). However, 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.
 - b. **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:
 - i. Contact us promptly to seek clearance for use of the Sample on a Major Release; ¹
 - ii. Contact us to negotiate producer royalty splits and publishing between the parties involved in the finished song, including for the avoidance of doubt, in relation to any so-called 'synch licenses'; ¹
 - iii. 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.

¹ Any and all contact must be made via e-mail to the address inquiries@collabgem.com