

# Non - Exclusive License Agreement - EXAMPLE

This Agreement (the "Agreement"), is by and between "**Junior Paes**", José Nelson Paes Júnior and **you the buyer**.

("The Vocalist" / "Licensor") and the buyer ("you" / the "Licensee"). The agreement grants you **NON-EXCLUSIVE** rights to the vocal track entitled **EXAMPLE** (the "vocal track") and defines the terms and conditions of the Licensees use, and rights granted.

The terms and conditions defined are in consideration to the price you paid. (the "License Fee"). Consider the amount paid at the time of purchase in case of changes.

## **Delivery of the Vocal Track**

1. The Licensee will receive the vocal track via email, to the email address the Licensee provided upon purchase, site link or download button provide by the site you purchased the vocal or directly by the vocalist.

## **Use of the vocal track**

1. Vocalist grants Licensee the right to use the Vocal Track in the preparation of one (1) new song, **NON-EXCLUSIVE**.

Licensee may create a new music by recording/producing its instrumental music written under the Vocal Track and/or incorporating parts/samples of the Vocal Track into pre-existing instrumental music written, produced and/or owned by Licensee.

New music or piece of instrumental music created by the Licensee that incorporates part or all of the Vocal Track will be referred to as the 'new music'.

## **General terms**

1. The license is non-transferable and is for the sole purpose of creating a new music.  
The vocal track cannot be resold by the buyer.

2. **The acquired license DOES NOT grant exclusive rights, the buyer acknowledges that the Agreement IS NON-EXCLUSIVE, and the vocalist may continue to license the vocal track on the same or in similar terms in the future for other buyers.**

3. **It is understood that the vocal track may have already been licensed to other buyers. This agreement is only a non-exclusive use authorization, not an agreement that offers full exclusivity.**

4. **No vocals can be returned or replaced just because the music producer gave up on the project or does not like the final result of his music.**

**The buyer is aware that there is no guarantee for a digital file as it is just an audio file and not an object that can be returned.**

**As well as there is no guarantee that the buyer will not use the vocal in the future as they already own the original files.**

5. **The buyer is aware that the singer / songwriter has no responsibility for the demos sent to record companies in the future and also for the answers that maybe the producer can receive.**

**The money will NOT be refunded if the producer gives up on the project or his music is not approved for release in record companies.**

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The responsibility for disclosure, final approval of the work will rest only with the music producer, as well as the final mastering.

6. If the buyer requests new files / new recordings after payment, it will be up to the singer / songwriter to choose to record or not and there may also be extra fees on the amount already paid. Generally, any and all requests for changes must be made **BEFORE THE FINAL PAYMENT**. No dispute will be accepted if the dispute is within the terms already clarified in this contract by the both parts.

## Usage Limits

1. The Licensee may offer the new song as a free download.
2. The Licensee may sell the new song in both digital and physical form.
3. The Licensee may upload the new song to streaming platforms (Spotify, Pandora, Apple Music, etc..) and may be streamed.
4. The Licensee may upload the new song to video platforms (YouTube, etc..) and may be played.
5. The new song can be played in radio stations.
6. The new song can be synchronized to audio/visual works such as film, television shows, advertisements, video games, accompanying website music, movie, etc.
7. The vocalist **allows** the Licensee to publicly perform the new song.
8. The buyer **MAY NOT** sell, offer as free download, or upload to streaming platforms the vocal track itself, as in, the state it was delivered to the Licensee.

## Vocal Sample restrictions

1. Unless granted written permission by the vocalist, the Licensee may not use the vocal track to produce, and sell, vocal samples in the form of a vocal sample pack(s) or other type of product that sells samples created from the vocal track.

## Ownership Rights

1. The vocalist is, and shall remain, the sole owner of all rights, and interest in the vocal track including all copyrights to the sound vocal recording. The vocalist owns the lyrics and any musical components recorded by the vocalist.
2. The Licensee owns any musical works or components of the new song that were written or composed solely by the Licensee.
3. **The Licensee has been licensed with the right to use the vocal track in new music and to commercially exploit the new music based on the terms and conditions of this agreement. This means that it will not be possible to register only the vocal track (acapella) or the lyrics of the song separately in some musical association. Only the simple registration of the new official release will be allowed (full song including vocals)**

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4. The vocalist and Licensee agree that the new song ownership is split evenly between vocalist and Licensee:

The buyer and the vocalist must split the royalties as fairly as possible to both of them. If the official release of the song takes place through a record company, the record company must establish an agreement between the vocalist and the buyer regarding the division of royalties.

5. Both parties are responsible for communicating with one another in order to set up the handling of mechanical royalty distribution.

## Credit

1. The vocalist chooses that their name, or stage name, **must** be used in the title of the new song. Appropriate credit is in the form of: New Song (feat. **Junior Paes**)  
Vocalist credits and songwriting credits must remain unchanged.
2. The vocalist has the responsibility of informing the Licensee of the correct name to use in the title if a different from the vocalist's username.
3. **The vocalist has the responsibility of informing Licensee if Licensee fails to give proper credit.**
4. **If Licensee is informed of failure to provide credit, Licensee must use reasonable efforts to correct immediately.**

## Violation of Agreement

Upon violation of any of the terms and conditions of this agreement, the vocalist must provide written notice to Licensee in order to have the right to terminate the agreement.

Licensee has ten (10) days from its receipt of written notice to correct any violations.

The Licensee's failure to correct violations within ten (10) days shall result in Licensee's default of its obligations, and its violation of this agreement.

Under the Licensor's discretion, the agreement, and the Licensee's rights of this agreement may be terminated without refund If the Licensee goes over the limits of this agreement.

## Jurisdiction

**This agreement shall be governed by and interpreted in accordance with the laws of Brazil applicable to agreements entered into and wholly performed in said State, without regard to any conflict of laws principles.**

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## Contact

If the buyer has any questions, the buyer should contact the vocalist **Junior Paes** directly.

E-mail [jpaesnelson@gmail.com](mailto:jpaesnelson@gmail.com)

Instagram **@thatsmejuniորpaes**  
<https://www.instagram.com/thatsmejuniորpaes/>

SoundCloud **@juniորpaesproducer**  
<https://soundcloud.com/juniորpaesproducer>

Facebook **@thatsmejuniորpaes**  
<https://www.facebook.com/thatsmejuniորpaes>