

PROFESSIONAL LEASE License

Terms & Conditions

This license agreement, made and entered into on the**ORDER-DATE** (effective date) serves as a legally binding contract between **Conlantic GmbH** (hereinafter referred to as the "**Licensor**") and**CLIENT-NAME** (hereinafter referred to as the "**Licensee**"). **Conlantic GmbH** owns all rights of producer team YPANICK. This agreement grants the **Licensee non-exclusive, ongoing, worldwide rights** to the instrumental (musical work) named**INSTRUMENTAL-NAME** (hereinafter referred to as the "**Instrumental**") on the following terms:

1. File Delivery

After payment Licensee receives a download link in his/her email containing the following items of a PROFESSIONAL LEASE:

- **Untagged WAV (24-Bit, 44.1kHz) INSTRUMENTAL**

in three different keys:

File 1: Original key, as in the demo of the shop

File 2: Two semitones pitched up from the original key

File 3: Two semitones pitched down from the original key

This offer should help a singer to select the matching key to his/her voice.

- PROFESSIONAL LEASE License, Terms & Conditions, stating the rights of use.

2. Master Recording: Single product or project

The **Licensor** hereby grants the **Licensee** the right to record vocal and/or **Instrumental** synchronization to any or all parts of the **Instrumental**. The **Licensee** understands that his/her non-exclusive usage of the **Instrumental** is limited to one new composition (single product/project) and if the **Licensee** wishes to use the **Instrumental** in other new compositions, then the **Licensee** must obtain another license to use the **Instrumental** from the **Licensor**. The **Licensee** also agrees to refrain from editing the **Instrumental** that is being licensed in this agreement, by changing the arrangement of the **Instrumental** or by removing any melodies, instruments, drum programming or sounds that are contained within the **Instrumental**.

3. Digital & Physical Sales

The PROFESSIONAL LEASE allows the **Licensee** to distribute one (1) version of the master recording for profitable use. The **Licensee** is limited to a distribution of ten thousand (10.000) copies of the master recording, which can be distributed on any kind of recording media including, but not limited to: compact discs, DVDs, VHS videos, and digital downloads (e.g. iTunes, etc.) . Digitally downloaded or physical end products count as one commercial project. If **Licensee** shall reach the limits given here, **Licensee** must report such reach to **Licensor** and obtain a new license.

4. Audio and video streams, Film, TV and Video Games

Licensor shall be permitted to distribute one (1) version of the master recording for unlimited free internet streams for non-profit and non-commercial use. This license allows up to two million (2.000.000) monetized audio streams to sites like Spotify, RDIO, Rhapsody etc.. Additionally the **Licensor** hereby grants limited synchronisation rights for one (1) version of the master recording for music video streamed online on sites like Youtube, Vimeo etc. on **Licensee's** channel for up to two million (2.000.000) monetized video streams on all total sites. A separate synchronization license needs to be purchased for distribution of video to television, film or video game.

5. Youtube videos (Content ID)

The **Licensor** maintains the unlimited, worldwide rights to register his Instrumentals and Songs with a content-ID program such as CDBaby and be the sole administrator of Youtube rights. Using such a content ID program is a way to protect your videos from receiving fraudulent claims by third parties that claim the ownership of rights to the **Instrumental**, especially since your license is non-exclusive. CDBaby will scan Youtube videos for audio material produced by YPANICK (Conlantic GmbH) and automatically send a copyright claim, which will disable your video from the monetization option temporarily. However, your video will keep playing without any other limitations. When you receive a claim from CDBaby on your Youtube Channel or on your related Gmail-account for the **Instrumental** you licensed from Conlantic GmbH, please respond to that claim and „file a dispute“ (see: your Youtube channel under video-manager, how to „file a dispute“). Please indicate in the reply option: „I have a licence or permission from the proper rights holder to use this material“. In the explanation box, please fill in this exact message: „I have a license from Conlantic GmbH to use this music in my video and monetize it“. CDBaby will then remove the copyright claim and enable your video again for monetization. In case you wish support from us to supervise the claim, please send the following details: link(s) to the video(s), your full name, and email address used for purchase to: service(at)ypanick.com

6. Performance
The **Licensor** grants to **Licensee** a non-exclusive license to use the Master Recording in unlimited non-profit as well as profit performances, shows, or concerts.
7. Radio Play, Broadcast
Licensee needs to purchase a separate license for TV- and radio-airplay.
8. iTunes Report
Licensee must provide iTunes reports upon request of the **Licensor** on a quarterly basis at the latest three month after the end of a quarter. Failure to do so will immediately terminate this contract and will result in a legal action. This is to ensure **Licensee** is not going over the permitted limit.
9. Ownership
The **Licensor** maintains 100% full rights (copyright and ownership) of the **Instrumental**, and can continue to sell it non-exclusively and/or exclusively. The **Licensee** may not redistribute, resell neither transfer this lease license under no circumstances, whether in whole or part to any other party. The **Licensee** may not redistribute the **Instrumental** as a musical item, in a tool or template, or with source files. The **Licensee** can't do this with an **Instrumental** either on its own or bundled with other **Instrumentals** (such as an audio compilation), and even if the **Licensee** modifies the Item. Only the original purchaser (indicated during the ordering process) of this license has a legal right to use the **Instrumental** within his/her own "original" music compositions (end product).
If the customer is a company (such as an artist management agency, a label or an advertising agency) and is not acquiring the license for its own purposes, but is instead intending to use the music as part of a job for one of its artists or clients, said company is hereby granted the right to transfer the non-exclusive license in full to its artist or client as a simple license, provided that the company has indicated the name, company and address of said artist or client during the ordering process. Any further transfers of the license by companies to third parties or by the company's artists or clients to other third parties is prohibited. The company is obliged to instruct its artists and clients expressly on the licensing terms and conditions, the scope of the use thus permitted, and the fact that the license/music was acquired from Conlantic GmbH.
10. Performing Rights Organisation
The **Instrumental** is not registered with performing rights organizations (PROs), but it is the **Licensee's** responsibility as a buyer to pay any performing rights fees applying in the country of the **Licensee**, which will depend on the rules of the relevant local PRO, the local laws, and the use of the **Instrumental** by the **Licensee**.
11. No Modifications of the INSTRUMENTAL
The **Licensee** may only alter the **Instrumental's** song structure (i.e. Intro, Verse, Chorus can be changed to Intro, Chorus, Verse), length, tempo, pitch or key. Sampling or any other alterations or modifications of the **Instrumental** without permission of the **Licensor** is not allowed. In case lyrics are supplied with the **Instrumental**, the change of lyrics requires the permission of **Licensor**, unless **Licensee** uses completely different lyrics with the **Instrumental**.
12. Sampled material
In case the **Licensee** receives the permission from the **Licensor** to use sampled material with the licensed **Instrumental**, the **Licensee** understands that he/she is responsible for clearing all samples that they choose to use and that the **Licensor** cannot and will not be held liable for the misuse of any sampled material that the licensee uses in conjunction with the original **Instrumental** composition that is being licensed in this agreement. The **Licensee** understands and accepts that he/she only paid for the production work of the producer. The **Licensor** does not claim to have/own any rights on any sampled material.
13. Pricing and VAT
All prices indicated on www.ypanick.com, are final. According to §19 of the German Value-Added Tax Act (UstG), VAT is not shown on the invoice.
14. Lawful use
The **Licensee** can only use the **Instrumental** for lawful purposes (not in connection with defamatory, obscene or demeaning material, or in connection with sensitive subjects).
15. Credit
The **Licensee** must give full credit on all productions and all distributed material containing the **Instrumental** to the producer team YPANICK. Examples of full credits:
'Music produced by YPANICK' or , Prod. by YPANICK'
The source website link must also be added: www.ypanick.com
This should be placed in the description box of **Licensee's** video, album credits, CD/Mixtape Booklet or wherever applicable. It can be done also verbally through recorded vocals on the master recording.

16. Age

The **Licensee** must be at least 16 years of age to use this service. In case the **Licensee** is under the age of 18, he/she must get his/her parents or guardian to review and agree to the terms and conditions, as they should enter into these terms of the licensee.

17. Consideration

In consideration for the rights granted under this agreement, **Licensee** shall pay to **Licensor** the sum of \$499.00 US dollars. If the **Licensee** fails to account to the **Licensor**, timely complete the payments provided hereunder, or perform its other obligations hereunder, including having insufficient bank balance, the **Licensor** shall have the right to terminate License upon written notice to **Licensee**. In case of a money refund by any of the parties, the issued contract becomes invalid.

18. Indemnification

Accordingly, **Licensee** agrees to indemnify and hold **Licensor** harmless from and against any and all claims, losses, damages, costs, expenses, including, without limitation, reasonable attorney's fees, arising of or resulting from a claimed breach of any of **Licensee's** representations warranties or agreements hereunder.

19. Governing Law

This contractual relationship is subject to German law. The sole place of jurisdiction – as far as permitted by German law – is Hildesheim/Germany.

20. Producer Royalties

If **Licensee's** song or video based upon an **Instrumental** of YPANICK should debut on any major billboard chart, receive international recognition on radio, TV, film or video game, producer royalties must be discussed between the **Licensor** and **Licensee**. New terms & conditions must be negotiated and a new contract must be made between both parties.

21. Miscellaneous

- The **Licensor** has the rights to sell the **Instrumental** to other Licensees (Non-exclusive lease).
- In the event that another **Licensee** buys exclusive rights to the same **Instrumental** that **Licensee** purchased, **Licensee's** rights still remain as long as **Licensee** continue to abide the terms and conditions within the license.
- The **Licensee** confirms to be of legal age to competently understand this agreement of this PROFESSIONAL LEASE license terms & conditions.
- The purchase and/or download indicates **Licensee's** understanding and acceptance of all terms & conditions and serves as a legally binding agreement between the **Licensor** and **Licensee**. The **Licensee** confirms that he/she read all terms & conditions carefully before making his/her purchase. **All Sales Are Final**.
- Licenses and some terms & conditions are updated occasionally and/or subject to change without notice. However, **Licensee's** rights still remain within the license he/she purchased before the date of any changes which are made thereafter.

By receiving this contract via email, **Licensee** automatically agrees to the terms & conditions stated above and gains non-exclusive rights to the **Instrumental**.

For more information regarding customized **Instrumentals**, song writing or other productions or commercial services, please use the contact information.

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