

K-Notes Kollection: Vol. 1 – Terms of Use Agreement

“**Sample**” is defined as any .wav file included in the “K-Notes Kollection: Vol. 1”, released on November 30, 2020 via the website www.promu.io. “**Stem**” is referring to any one of the individual .wav files which comprises any of one of the Samples. The term “**Sample Pack**” refers to the entire collection of files released by Kyle “K-Notes” Smith (“**Sample Creator**”) in the previously mentioned “K-Notes Kollection: Vol. 1”.

By purchasing, and/or using the contents of this sample pack compilation “K-Notes Kollection: Vol. 1” to create new Recordings (as defined below), you, who will from here on be known as “Licensee”, hereby agree to the following terms:

You will be granted a non-exclusive, non-transferable, perpetual right to publicly perform, distribute, or transmit the Sample in combination with other sounds in music productions to create new recordings (“**Recording(s)**”), each of which will be considered a “derivative work,” as such term is used in the United States Copyright Act of 1976, as amended. This license permits you to modify, reproduce, use the Sample as incorporated in your Recording solely pursuant to the following terms and conditions:

- a. You may use any Sample or Stems solely for Recordings on your own personal projects which are distributed solely by you independently (i.e., beat tapes or mixtapes) without any additional obligation to the Sample Creator provided that in the event that any Recording exceeds One Million (1,000,000) streams across Apple Music, Spotify, Soundcloud and YouTube, you shall be required to immediately obtain formal clearance of the Sample for use in the Recording pursuant to procedure outlined in paragraph 1(d) below.
- b. You may not use or sublicense any Sample in isolation as sound effects, loops, or as source material for any other form of sample, regardless of whether or not the Sample is modified by you pursuant to the terms herein;
- c. You may not: (i) use or sublicense any Sample in a manner which is competitive to the sample creator (ii) redistribute any Sample in new sample packs; (iii) sublicense, sell, loan, share, lend, broadcast, rent, lease, assign, distribute, or transfer any Sample to a third-party except as incorporated into a Recording; or (iv) use the name, image, likeness or other indicia of identity of the artist, producer and/or writer associated with a Sample in any way without such artist, producer, and/or writer’s express written consent.
- d. With respect to commercial exploitations of Recording(s) containing any Sample, you shall not sell, license, or otherwise commercially exploit any Recording(s) containing any Sample via a third-party “Major Record Label” (as defined below) or “Qualifying Independent Label” (as defined below) without: (A) contacting the Sample Maker to obtain formal clearance of the Sample for use in the Recording(s); (B) allocating no less than fifty percent (50%) of any advances, royalties, and/or publishing ownership received by you from the Major Record Label or Qualifying Independent Label (as applicable) in connection with the

Recording(s) to the Sample Creator; and (C) ensuring that credits are listed as follows in connection with all commercial exploitations of the Recording(s) on the liner notes of any singles or albums (in any configuration) embodied the Recording(s), including meta-data where applicable, as well as any advertisements in connection with the Recording(s):

“Prod. by (Your name here) and K-Notes”

or a similar variation of the above, including both the Licensee’s preferred name and Sample Creator “K-Notes”.

- e. A **“Major Record Label”** shall mean a record label or company: (i) which is a parent or subsidiary of, and/or is affiliated with (i.e., shares common ownership with), one of the “major” distributors in the United States (which distributors are presently Sony, Universal and the Warner Music Group/WEA), (ii) which is a parent or subsidiary of, and/or is affiliated with, one of the so-called “indie” distributors which provide national distribution (which “indie” distributors presently include, without limitation, Ryko, Caroline, InGrooves, The Orchard, Rounder, Kobalt/AWAL, BMG, ADA and Et), and/or (iii) whose records are distributed by any such “major” or “indie” record label, company or distributor including without limitation, Company’s own record label.
- f. A **“Qualifying Independent Label”** shall mean any record label or company not included in the definition of Major Record Label as provided in paragraph 1(e)(i) above which has distributed any album and/or master which has exceeded an aggregate of One Hundred Thousand (100,000) streams on Apple Music, Spotify and YouTube in any given calendar month, or greater than an aggregate of One Million (1,000,000) streams on Apple Music, Spotify and YouTube in total.

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