

**These terms only apply to the compositions / samples and vocal loops in this kit with the exception of drum loops if used heavily throughout the recording to be cleared. The value of the usage shall be determined through negotiation of all parties involved.**

**Minor Releases:** You may use the sample for recordings on your own personal projects, independent releases, beat tapes, and mixtapes that are not distributed or released via a "Major Label" (i.e., Sony, BMG, 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), **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 terms below for Major Releases.**

**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 release;
- (b) Provide for a **50/50 split** (negotiable) of any **publishing, royalties, mechanicals, points & advance fees**, including for the avoidance of doubt, in relation to any '**synch licenses**';
- c) **Provide [us/the creator of the applicable sample] with Production or Co-Production credit** on any singles or albums (in any configuration), in advertisements, and wherever metadata permits.

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