

# half.cool License Agreement

## Master Clearance Guaranteed

Email [chris@halfcoolmusic.com](mailto:chris@halfcoolmusic.com) for further details

In exchange for your payment of the license fee ("License Fee") associated with the applicable sound recording and/or sample provided via this website (each, a "Sample"), we grant you 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 shall 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, and use the Sample as incorporated in your Recording solely according to the following terms and conditions:

1. 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 under the terms herein;
2. You may not: (i) use or sublicense any Sample in a manner which is competitive to us or the Sample owner; (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.
3. You may not use the name, image, or likeness of the artist or producer associated with a Sample in any way without that artist's or producer's express written permission. Furthermore, concerning commercial usage of Recordings containing Samples, the following shall apply:
4. **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" or "Qualifying Indie 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), provided that any Minor Release 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

5. **Major Releases:** For Recordings to be distributed or released via a “Major Record Label” or “Qualifying Independent 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 the use of the Sample on a Major Release
  - B. Provide for a 50/50 split of any Advances, Producer Royalty, and Publishing, including for the avoidance of doubt, in relation to any so-called ‘synchronization license’; and
  - C. 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.

As used herein:

“**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 E1), 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.

“**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.