Nonexclusive Beat License

F3NOM-BEAT-NE-2026-11-08-v1 | Standard terms approved November 8, 2026

One beat. One New Song. A nonexclusive worldwide license for ten years, effective only for the buyer and order recorded at checkout. The order receipt and required checkout fields identify the actual Buyer, Beat, tier and acceptance; no fictional buyer or order is supplied by these standard terms.

Initial availability is verified $29 Release stereo delivery only. Studio and Unlimited are not currently offered; their approved standard terms do not make trackouts or unresolved beats available. Each offered beat must have an exact, eligible file list before payment.

License tiers

Tier / USD	Expressly listed delivery	Combined plays	Paid units
Release / $29	MP3 and 24-bit WAV, as verified and listed.	100,000	2,500
Studio / $79	MP3, 24-bit WAV, and screened arranged trackouts expressly listed for this beat.	500,000	10,000
Unlimited / $149	MP3, 24-bit WAV, and screened arranged trackouts expressly listed for this beat.	No stated cap	No stated cap

1. Parties, order and start

The licensor is David Benjamin Franklin, professionally known as F3NOM (Producer). The licensee is the legal person named in the completed order (Buyer). The order schedule identifies one beat by catalog ID and delivery version (Beat), one new song title or working title (New Song), the tier, price, payment/order reference, purchase date, agreement version and delivered-file list. No company is substituted for Producer without express agreement.

Buyer accepts the agreement through a required checkout terms field. The permission starts on the later of completed payment and availability of the promised delivery, lasts ten years, and applies worldwide. Buyer keeps a copy of this agreement, the receipt and the file list. These standard terms alone do not create a sale or an effective customer license; they operate with the accepted order schedule, payment and delivery.

2. Permission for one new song

Producer grants a nonexclusive license, within the chosen tier's limits, to combine the Beat with Buyer's original contribution and commercially release one New Song. Buyer may record vocals, edit the arrangement, mix and master, make clean/radio/extended versions of that same song, distribute audio and physical records, earn revenue, perform it live, and make the artist's own official music video and promotional clips. A different composition, different principal artist or additional song needs another written license. A featured performer in the same New Song does not alone create an additional song.

Buyer may give files to an engineer, featured performer or distributor only as needed to make and exploit the permitted New Song; those people receive no separate beat license. Buyer remains responsible for their use. Ordinary distribution and monetization of the New Song are allowed. Film, television, games, third-party advertising, stock/library licensing and other third-party synchronization placements require a separate written agreement, even if a usage cap has not been reached. Buyer's own song-promotion videos remain allowed.

3. Exact delivery; trackouts are screened separately

The product page and order schedule must list the exact included files before payment. Download access is supplied through Gumroad after successful checkout; no delivery pack is promised through a later private-message request. Release includes the verified MP3 and 24-bit WAV. Studio and Unlimited additionally include only the arranged trackouts specifically listed and verified for that beat. If those trackouts are not ready, that beat's Studio and Unlimited checkouts stay closed. An unreviewed loop, isolated third-party sample, raw library download, source preset or project plugin is never an included trackout by implication.

These are recording files, not a transfer of a sample library. Source restrictions that materially affect the permitted New Song must be disclosed before payment and cannot silently narrow the listed permission afterward. Any technical attributes of the delivery must be stated accurately in the order record; the license does not require changing the supplied master.

4. Beat, new master and composition are different rights

Producer retains all preexisting Beat composition and Beat-recording rights that Producer actually owns or controls. Buyer retains original added lyrics and performances and owns the new combined master recording, subject to this Beat license and any disclosed source rights. This is a license, not an exclusive sale, copyright assignment or promise of copyright registration. Licensed library sounds remain nonexclusive and do not become Producer's or Buyer's exclusive property.

For accounting, registration and administration of the parties' collectively controlled, copyrightable interests in the combined New Song composition, allocate 50% to Producer and 50% to Buyer, covering the corresponding writer and publishing interests on a normalized 100% composition basis. Any separately owned outside share must first be identified in a written song schedule; the parties' 50/50 allocation applies only to their remaining controlled share pool. Neither party may allocate an outside writer's share without that person's permission. This allocation does not divide the New Master, transfer ownership of Buyer's standalone lyrics, or assign new exclusive rights in library samples, public-domain material or uncopyrightable AI output. If Producer has no confirmed controlled copyrightable composition interest in a particular Beat, do not apply this default or invent a songwriter credit; agree that song's actual controlled shares separately before sale.

No additional master-recording royalty or producer points are payable to Producer under these fixed-price tiers. The one-time price does not waive the separate composition shares, mechanical royalties or performance royalties actually due. No guaranteed earnings, placement, exclusivity, platform acceptance or registrability is promised. Authorship and registrations must describe the actual human contributions; this contract cannot turn AI-generated expression into human authorship.

5. Credit, registrations and royalties

Credit the release and the official video description 'Produced by F3NOM' wherever producer credits are supported; use distributor producer-credit fields where available. An inadvertent missing credit is corrected within the notice-and-cure period, not treated as an automatic ownership transfer. Producer supplies the accurate legal/PRO/publisher identifiers needed for agreed registrations; Buyer supplies the actual song title, writers and relevant release identifiers before registering a share on Producer's behalf.

Each party registers and collects only the composition interests actually controlled and agreed, avoids conflicting claims, and cooperates on a correct split sheet. Buyer and Buyer's distributor obtain and account for legally required reproduction/distribution permissions and payments for the New Song, including mechanical obligations where applicable. The Beat-use permission in this license is not an unexplained second upfront mechanical fee. Performance and mechanical royalties are routed according to actual registered ownership and applicable collection arrangements; master income is a different revenue stream. Buyer sends a usage summary on a reasonable request, no more than once per year, limited to information needed to check this license's caps and agreed shares.

6. Counting caps and upgrading

The stream limit counts cumulative legitimate platform-reported audio plays and video views of all permitted versions of the New Song, including its official video and artist promotional clips. Count a reported play only once; do not add duplicate distributor reports for the same play. The paid-unit limit counts each paid download or physical copy sold. A bundle containing the New Song counts one copy of that song. Free downloads do not count as paid units, but any reported streaming plays still count. Live attendance is not a stream or paid-copy sale. Buyer must not purchase fake plays or manipulate reports.

Request an upgrade before either cap is exceeded. The amount actually paid for the earlier base license, excluding tax and separate fees, is credited toward the then-current higher tier for the same Buyer, Beat and New Song; there is no cash payout or credit toward another song. At unchanged prices, Release to Studio costs $50 more and Studio to Unlimited costs $70 more. An unexpected overrun receives the notice-and-cure opportunity below to secure an available upgrade or stop further out-of-scope distribution; no automatic penalty or invented retroactive per-stream price applies. Unlimited removes these two usage caps, not the ten-year term or other restrictions.

7. Restrictions that protect other artists and source owners

Do not resell, share or sublicense the Beat or its files as a standalone instrumental, loop, sound effect, preset, sample pack, stock asset or training dataset. Do not extract a licensed library sound for independent reuse or supply isolated source-library files to another person. Do not let another principal artist make a separate song under this order. A distributor or engineer may handle files only for Buyer's permitted New Song.

Do not enroll the Beat or New Song in Content ID or a comparable automated fingerprint-claiming system, or assert exclusive ownership against other valid users of shared sounds. Ordinary releases, streaming royalties and monetization on Buyer's own channels remain permitted if they do not create those automated claims. Seek release of an erroneous claim Buyer caused. Buyer is responsible for rights in Buyer's additions, including lyrics, outside samples, artwork and performances; Producer is responsible for having the rights actually promised for the supplied Beat. Neither party warrants ownership of the other's work.

8. Nonexclusive today; no future lease cancellation by surprise

Producer may continue using or licensing the Beat to others. No tier guarantees that another song will not use the same Beat or a shared library sound. Any exclusive offer is inquiry-only and must be separately agreed in writing, with its own rights and price. Earlier valid nonexclusive licenses survive a later exclusive deal for their remaining terms. Buyer may not transfer this order to another artist or buyer without Producer's written permission; no transfer fee is implied.

9. Price, taxes and a concrete refund policy

The tier price is a one-time USD license price, not a subscription. The final checkout discloses currency, any tax and total before payment. Gumroad handles transaction-tax collection and remittance where it is legally responsible; this is not a promise that all income or other taxes of either party are paid. No renewal is charged automatically.

Buyer may request a full refund within 14 days of purchase if the pack has not been downloaded and the Beat has not been used. After download or use, change-of-mind refunds are not promised. Duplicate charges, missing delivery, materially wrong files, a materially misdescribed product, or a failure of the promised license rights are reviewed regardless of this change-of-mind rule. Contact thirdlightworks@gmail.com with the order reference. Producer acknowledges a support request within five business days and, for a substantiated delivery defect, offers correction within 14 days or a full refund if timely correction is not possible. Approved full refunds do not deduct the seller's processing fee from Buyer's refund.

Nonwaivable consumer rights, Gumroad's payment/refund obligations and legally required remedies override any narrower policy here. This agreement does not assume a digital-content withdrawal right was waived merely because checkout occurred. A full refund ends future Beat permission and Buyer stops exploitation and deletes the supplied files, except records needed for legal/accounting purposes; that condition never overrides a mandatory right. A partial refund changes scope only if both parties expressly agree. The published Gumroad refund policy for this order must match these terms or provide stronger buyer protection.

10. End of term, notice and fair remedies

No automatic renewal is included. Buyer may request renewal at least 30 days before expiry; renewal requires a new written agreement at the then-current same-tier price or another expressly agreed price. If no renewal is agreed, Buyer stops new exploitation at expiry and promptly requests platform withdrawal, allowing only the operational time reasonably needed, up to 30 days, to complete takedown. This wind-down does not authorize new sales or campaigns. Lawful copies already obtained by listeners are not confiscated.

Before terminating for a fixable material breach, the complaining party gives written notice describing the issue and allows 30 days to cure. If it is not cured, termination ends future out-of-scope exploitation, not the validity of past permitted use. An urgent temporary restriction is reserved for actual unlawful or fraudulent activity requiring prompt prevention, with a prompt explanation and opportunity to respond. Neither a minor credit error nor a later exclusive sale permits arbitrary cancellation of a compliant license. If Producer cannot supply the promised rights and cannot cure the problem, Buyer may end the license and obtain the applicable refund; neither party is asked to waive mandatory remedies.

Use the order email for Buyer and thirdlightworks@gmail.com for Producer for notices. First try a good-faith written resolution; this agreement imposes no mandatory arbitration, remote exclusive court or waiver of

statutory rights. Only a written agreement can change a purchased version, and later website revisions do not retroactively replace it. A legally unenforceable clause is limited only as required; remaining lawful provisions continue. This agreement and the exact order schedule constitute the parties' license for that order.

Order schedule and acceptance

The applicable order schedule identifies the selected Beat, catalog ID, exact file list, delivery version and tier. The actual Gumroad receipt and required checkout fields identify Buyer's legal name/email, New Song title or working title, order reference, price/taxes, acceptance and payment/delivery times. The start is the later of completed payment and delivery availability; expiry is ten years afterward. Blank schedule fields are not a completed order.

Required acknowledgment: I have read and accept the F3NOM Nonexclusive Beat License F3NOM-BEAT-NE-2026-11-08-v1 for the selected beat and tier, including its ten-year term, usage limits, agreed composition shares and Content ID restriction. I understand this is a nonexclusive license, not ownership of the Beat.

Buyer receives this agreement and the applicable delivery schedule with the files and keeps the receipt and acceptance record. This standard document is not an exclusive grant, copyright assignment or automatic renewal.