



HEAD OF AGREEMENT

▼ Exclusive Licensing between ▼

You (Artist)

hereinafter referred to as „LICENSOR“

and

OSC A LLC
1209 Mountain Road PI NE, Ste N
Albuquerque, NM 87110
USA

hereinafter referred to as „LICENSEE“

The LICENSOR grants the LICENSEE the exclusive right to use, produce, manufacture, promote, sell, distribute, advertise, publicly perform, and broadcast the Master Recording within the Territory. This includes all physical and digital formats (including data networks). The LICENSEE may encode, format, reproduce, distribute, store, mix, and make the Master Recording available for download or streaming through any existing download stores, mobile platforms, or subscription services.

Additionally, the LICENSOR grants the LICENSEE a non-exclusive right to use, and allow others to use, the Artist's or LICENSOR's approved name(s), likeness(es), biographical material, logos, and trademarks for advertising, promoting, and selling records made from the Master Recording or in relation to the rights granted in this agreement.

Artist	_____
Tracks	_____
Label	Amselcom or sublabel hosted by Amselcom
Format	Digital
Publishing	Amselcom Publishing, unless the LICENSOR is affiliated with a different publisher
Territory	Worldwide
Ownership	LICENSEE will remain the master owner of the above-mentioned titles indefinitely.
Royalties (Digital)	Net digital income is split 50/50 between the LICENSEE and LICENSOR. Bandcamp income is retained by the LICENSEE to cover label expenses such as mastering, promotion, artwork, and operational costs.
Third-Party Licensing	Net proceeds from third-party licensing deals are split 50/50, minus legal and administrative costs.
Remixes and Collaborations	Royalties for remixes and collaborations are split 50/50 between the LICENSEE and LICENSOR. The LICENSOR's 50% share is divided among all contributing parties (original artist(s), remixer(s), and collaborator(s)).
Royalty Rate, Synchronization & Third-Party Rights	Net income is split 50/50 between the LICENSOR and LICENSEE. The LICENSEE has full authority to negotiate synchronization requests.
Royalties: In-House Compilation	50/50 split of all net proceeds from in-house compilations, after deducting legal and administrative costs.
Interference	The LICENSOR confirms they have no other contracts that could interfere with this agreement. The LICENSOR guarantees they are the sole owner of the master recordings and have the full right to transfer these rights to the LICENSEE.
Artist Name	The LICENSOR warrants that they have the right to use the artist name mentioned above.
Accounting	Payments will be made biannually within 90 days.
Payment	Royalties will be paid via the distributor's payout system, according to their schedule and minimum payout thresholds, which are subject to change. No invoice is required. The LICENSOR is responsible for setting up and maintaining an active payout account with the distributor. If the payout threshold is not met, royalties will roll over to the next payment period. The LICENSEE is not obligated to provide updates until the threshold is reached or a distributor statement is available.

Samples

If the track(s) contain any copyright-protected samples requiring clearance, and the LICENSOR did not disclose this to the LICENSEE in advance, the LICENSOR will be responsible for any legal consequences. If the LICENSOR notifies the LICENSEE about sample usage, the LICENSEE will attempt to clear the samples. If clearance is not possible, the LICENSOR must either remove the sample or accept full responsibility for any copyright infringement.

Warranties

The LICENSOR agrees to indemnify, defend, and hold the LICENSEE harmless against any liabilities, damages, costs, or expenses (including reasonable attorney fees) arising from:

- Copyright, trademark, privacy, or publicity rights violations
- Defamation claims
- Any other third-party claims that contradict representations made by the LICENSOR under this agreement.

Additional Clause

This contract is valid even without a signature as soon as the first royalty statements have been received via email, and an invoice for the statements has been submitted and paid.

Governing Agreement

Upon signing this Head of Agreement, it becomes a full and binding contract unless replaced by a long-form agreement between the parties.

Date:

Date:

Place:

Place:

LICENSOR

LICENSEE