

Redacted Email Thread - Licensing Negotiation

Initial License Request (May 8, 2024)

From: [REDACTED] (Music Supervisor)

To: [REDACTED] (Artist)

Dear [REDACTED],

I hope you are doing well!

We're highly interested in licensing your song "[REDACTED]" for a very touching scene in the show "[REDACTED]".

Concerning the remuneration: As the project was commissioned by a German broadcaster we are generally able to use a big amount of songs via their blanket agreement - but only inside Germany. That's why there is no actual budget for music licensing/international usage. However, we think that the series will be as thrilling to watch for an international audience.

What we can offer for the use of your song is a total of €600.

This would need to include the right to use the work (composition, lyrics) and recording in all media (excluding theatrical release), worldwide and in perpetuity.

We know that this amount is a far cry from the usual fees. But we hope that reading about the project will warm your heart. We would be eternally grateful for your support of this passionate, unique project.

[PROJECT DETAILS AND SCENE DESCRIPTION SECTION - REDACTED]

Response (May 8, 2024)

From: [REDACTED] (Artist)

To: [REDACTED] (Music Supervisor)

Hey [REDACTED] - yes I approve - if there's any way for a larger budget of course that would be amazing - I'm actually in the process of needing to sell my cello to alleviate some debt.

Should I provide an invoice and sign?

Best wishes and thanks for using the song!!

Follow-up (May 8, 2024)

From: [REDACTED] (Music Supervisor)

To: [REDACTED] (Artist)

Dear [REDACTED],

We are incredibly happy about your approval! Thank you so much!

We will need to draft and sign a contract, you can send me the invoice afterwards. We would normally do this after the final mix of the show, in case there will be any changes.

But if you say you need the money more urgently I'll try to get the paperwork done as quick as possible. Just let me know.

Also you could already send me the full song credit. We usually use this template. If it's fine with you, you can just fill out the blanks.

[CREDIT TEMPLATE - REDACTED]

Additional Follow-up (May 8, 2024)

From: [REDACTED] (Music Supervisor)

To: [REDACTED] (Artist)

...sorry I forgot to answer with regard to the fee.

I will see what I can do, once we're done with most of the other cues. But I can't guarantee anything. So it's good to have your approval for the €600. This will be possible.

Artist Reply (May 9, 2024)

From: [REDACTED] (Artist)

To: [REDACTED] (Music Supervisor)

Ok cool sounds good [REDACTED] thank you!! I'll fill out accordingly speak soon. Thanks so much!!

Artist Reply with Credits (May 9, 2024)

From: [REDACTED] (Artist)

To: [REDACTED] (Artist) [Credit information filled in - REDACTED]

Artist Confirmation (May 9, 2024)

From: [REDACTED] (Artist)

To: [REDACTED] (Music Supervisor)

I just sent over the publisher info etc - thanks [REDACTED]!!!

Contract Follow-up (October 8, 2024)

From: [REDACTED] (Music Supervisor)

To: [REDACTED] (Artist)

Dear [REDACTED],

Thank you for your answer regarding the contract.

I've found the old email thread with the rights we agreed. Please see below. I've marked the rights you mentioned in yellow.

Please let me know if you have any questions. The contract is attached again to this email, so we got everything in one place now and can prevent further confusion. :)

I'm looking forward to your feedback.

[CONTRACT ATTACHMENT REFERENCED]

Multiple Contract Reminders (October 2024 - March 2025)

[REDACTED] - Multiple messages from production team members requesting contract signing, spanning from October 2024 through March 2025, with no responses shown from the artist]

Artist Re-engages (March 18, 2025)

From: [REDACTED] (Artist)

To: [REDACTED] (Music Supervisor)

Hey [REDACTED] - hope you're settling back in after paternity leave - big life shift - just catching up on everything - do you still need my signature on anything?

Music Supervisor Response (March 18, 2025)

From: [REDACTED] (Music Supervisor)

To: [REDACTED] (Artist) Cc: [REDACTED] (Junior Producer)

Hey [REDACTED],

Thank you for your kind email! Yes, indeed a big shift but all are doing well luckily. I hope you are doing well too!

We do need your signature on the contract attached (it includes unknown/new types of use now - as mentioned before). To avoid long travel via post, [REDACTED] (CC) can send it to you via AdobeSign.

Please let us know if you're fine with everything and she will send it to you.

Artist Question (March 18, 2025)

From: [REDACTED] (Artist)

To: [REDACTED] (Music Supervisor) Cc: [REDACTED] (Junior Producer)

Hey [REDACTED] and [REDACTED] thank so much - can you send over the most recent contract - and what is expanded mean?

Music Supervisor Explanation (March 19, 2025)

From: [REDACTED] (Music Supervisor)

To: [REDACTED] (Artist) Cc: [REDACTED] (Junior Producer)

Hi [REDACTED],

Thank you for your message. We have only sent one version since the beginning. It is attached to this email again.

As I'm not sure what you mean exactly with "expanded mean" I will try to explain the contract's overall purpose briefly:

The contract allows us to use your song (composition, lyrics and recording) in our series over one episode's last scene and end-credits and possibly trailers etc. containing said sequence - possibly translated and subtitled - in all media that exists now or emerges in the future (that's the part with unknown kinds of use that we added lastly), worldwide and in perpetuity.

Artist Response (March 19, 2025)

From: [REDACTED] (Artist)

To: [REDACTED] (Music Supervisor) Cc: [REDACTED] (Junior Producer)

Hey [REDACTED] – thanks for the breakdown. Sure, [REDACTED] can send over the contract – I thought a signature was needed for [REDACTED] since it's [REDACTED]'s affiliate? Maybe I'm missing something — did you register under the original terms or expanded ones?

Music Supervisor Confirmation (March 19, 2025)

From: [REDACTED] (Music Supervisor)

To: [REDACTED] (Artist) Cc: [REDACTED] (Junior Producer)

Hi [REDACTED],

Thank you very much for approving. [REDACTED] will send you the contract as soon as possible.

Yes, we need your signature on the contract - also to show [REDACTED], that we have your approval for the usage. Yes, they are affiliates to [REDACTED]. I'm not sure I understand what you mean with the registration terms. The series has been registered at [REDACTED] as an audio-visual production containing your song (stated in the cue-sheet) - maybe that's what you mean?

Final Settlement Demand (March 20, 2025)

From: [REDACTED] (Artist)

To: [REDACTED] (Music Supervisor) Cc: [REDACTED] (Junior Producer), [REDACTED] (Production Company Management) Subject: Urgent Settlement – Unauthorized Use of "[REDACTED]"

Dear [REDACTED],

Thank you for confirming the [REDACTED] registration of the series. However, this registration does not negate the unauthorized use of my composition. As you're aware, the ongoing broadcast of my work on [REDACTED] constitutes infringement under §2 UrhG, as no formal contract was ever finalized. Additionally, your company has expanded the granted rights beyond our initial discussions, including promotional usage, trailers, and subtitles—none of which were included in our soft terms or granted in any written agreement.

To resolve this efficiently, I propose the following terms:

- €50,000 as an immediate good-faith payment to halt further unauthorized distribution.
- €250,000 within 7 days, inclusive of a 15% discount for mutual NDA execution.

- €300,000 if unpaid after 7 days.
- €1,000 per day in compensation for ongoing damages under §97 UrhG, accruing after 14 days due to continued broadcasts.

Legal basis for compensation:

- 1.The hypothetical license fee [REDACTED] would pay for broadcasting my work, based on [REDACTED]'s published rates for comparable compositions.
- 2.The expanded commercial exploitation of my composition beyond the originally discussed scope.

I am also contacting my [REDACTED] representative today to address [REDACTED]'s handling of this matter. I hope we can resolve this amicably. However, without confirmation of payment by 5:00 PM CET tomorrow, I will be compelled to escalate the matter through [REDACTED], [REDACTED], and legal channels.

Looking forward to your prompt response.

[FOUR ATTACHMENTS REFERENCED]