

Royalty Free Music License - EXTENDED

TERMS & CONDITIONS

Royalty Free music products available and sold by Smartsound LLC. (hereinafter Smartsound), and its authorized dealers are licensed to you with a lifetime, non-transferable synchronization license for use in audio/visual media, solely as defined herein. This license covers all rights in the song you purchased from Smartsound including its musical composition and sound recording (collectively, the “music”). This license excludes music acquired under any other Smartsound music license. By accepting any music products or files from Smartsound, or its authorized dealers, you acknowledge and agree to the terms, conditions and limitations of use contained in this Music License Agreement. If you do not agree to the terms, conditions and limitations of this license, please select Cancel prior to downloading the music file. Your receipt of the downloaded music file indicates your full agreement with the Smartsound Extended Commercial License Agreement.

It is specifically understood and agreed that Smartsound does not grant, sell or otherwise transfer any ownership of Copyright, Publishing or Master Recordings for any of its musical works contained on its websites, packaged products, electronic storage or the like.

Unauthorized use or duplication is a violation of this agreement and of applicable laws of the United States of America and other countries. In the event of your breach of this License Agreement, legal action may be taken against you in accordance with copyright and other applicable laws. Only licenses generated from Smartsound, its websites and authorized dealers are valid.

RIGHTS GRANTED

You are authorized to:

- Synchronize the music in timed relation with other audio/visual content and display/perform such productions on multiple Internet websites, including video-sharing websites (such as YouTube, Facebook, Vimeo, TikTok, etc.) and third-party websites, so long as the music portion of the media is not retrievable and extractable as an audio file (on its own or separate from the visual). The right to use Smartsound music on video-sharing websites includes the right to monetize or otherwise allow ads to be placed in conjunction with the video or to collect money from a video-sharing website for the performance or display of any video containing Smartsound music.
- Synchronize the music in timed relation with other audio/visual content and perform such productions at Film Festivals.
- Synchronize the music in timed relation with other audio/visual content and perform such productions nationally in multiple movie theaters in a single country. For theatrical release internationally (multiple theaters in multiple countries), please see the Smartsound Widest Commercial License.
- Synchronize the music in timed relation with other audio/visual content in electronic media such as

DVDs and the like, including digital downloads, whether for sale or free, and reproduce/duplicate/download such product up to a number of 10,000 units. For licensing above 10,000 units, please see the Smartsound Widest Commercial License.

- Synchronize the music in timed relation with other audio/visual content and broadcast such productions on local or regional television or radio. Local television or radio is defined as broadcasts that reach a specific city, community or county, regional television or radio is defined as broadcasts that reach a multi-city region of a state up to multiple states in a specific area of the country (such as south-western states, north-eastern seaboard, southern-central states, etc). This clause applies to advertising containing Smartsound music that is broadcast. For the avoidance of doubt cable, satellite, video-on-demand and other delivery methods are considered broadcasting for the purposes of this license. For broadcasting nationally in one country please see the Smartsound Widest Commercial License. For broadcasting internationally, please contact Smartsound directly at sales@smartsound.com.
- Use Smartsound music for “music-on-hold” or other music playback systems designed to be used in conjunction with telephonic or retail music playback systems up to a limit of three (3) locations. For music-on-hold and other music playback systems exceeding three locations please see the Smartsound Widest Commercial License.
- Synchronize music in timed relation with audio/visual content for a third party for remuneration or commercial payment so long as all other terms and conditions of this License Agreement are strictly adhered to by all parties involved.
- Synchronize the music in timed relation with other audio/visual content and display such content in commercial, for-profit mobile applications and games, excluding content creation mobile applications that distribute the music as part of a video, animation or slideshow. An application that is free to download or free to play but has in-application or in-game purchases or makes income via in-app or in-game advertising is considered for-profit. For content creation mobile applications, please contact Smartsound directly at sales@smartsound.com
- Assign any of these rights to a distributor of your properly synchronized project(s) so long as all Terms and Conditions, Rights and Limitations herein are strictly adhered to by such distributor. Any violation by distributor of their obligations hereunder shall be subject to any and all legal remedies available to Smartsound, including tort, equity and injunctive relief. Additionally Smartsound may revoke the Assignment privileges granted herein in the event of any violation to this Agreement by you or your distributor.

LIMITATIONS

You are not authorized to:

- Copy, duplicate, provide access to, sell, lease, loan, act as reseller or distributor of, or give away unsynchronized (not part of a media project) music from Smartsound by any means including the world wide web, email, streaming audio, peer-to-peer file sharing, "Bit Torrent" websites or through any Sampling instrument or product, or any delivery method now known or which shall become known.
- You may not share Smartsound music between users of any kind, including other Smartsound Users.
- Provide remote access to unsynchronized music from Smartsound to any location for any purpose whatsoever.

- Broadcast nationally or internationally any production with Smartsound music without first obtaining a proper license from Smartsound. This limitation also applies to advertising commercials containing Smartsound music. For the avoidance of doubt cable, satellite and other similar delivery methods are considered broadcasting for the purposes of this clause. For national and international broadcast please contact Smartsound directly at sales@smartsound.com
- Duplicate any production with Smartsound music above 10,000 units. For units above 10,000 please contact Smartsound directly at sales@smartsound.com
- Add lyrical or vocal content with lyrics, sung (or “rapped”) in coordination with the harmony and rhythm of the Smartsound music track, or in anyway create a derivative copyright or add new musical material to the original music. (This clause does not apply to any dialogue or narration associated with the movie itself).
- Use Smartsound music for “music-on-hold” or other music playback systems designed to be used in conjunction with telephonic or retail music playback systems in more than three (3) locations. For music-on-hold and other music playback systems in excess of three locations please see the Smartsound Widest Commercial License.
- Use Smartsound music in any online content creation service. Please contact Smartsound directly at sales@smartsound.com for more info.
- Synchronize music from Smartsound in a manner that could be considered fraudulent or illegal.

PERFORMING RIGHTS

Except as expressly set forth in the Rights Granted section, this Smartsound Extended Music License Agreement does not include clearance for Performing Rights, which are governed by Performance Rights Organizations (PRO) such as ASCAP and BMI, and similar organizations in countries throughout the world. In the US and Canada Performing Rights royalties are paid by broadcasters and are not the responsibility of producers, editors or typical users of production music. Other countries rules may vary.

For Broadcast use as permitted under this Agreement, your use of Smartsound music may require the filing of a music cue sheet for any production that is Broadcast on television, radio, cable, satellite, etc. or distributed theatrically if the distributor or broadcaster is affiliated with a PRO. If you are working on such a project and a cue sheet is required, such music cue sheet shall correctly identify the copyright owner, composer, publisher, song title as supplied by Smartsound through its website or software and the type of use and length of use as per the cue sheet standards of PROs such as ASCAP or BMI.

This section, Performance Rights, is intended to clarify the rights associated with Performance Rights Organizations and does not grant or impart any rights whatsoever not granted in the Rights Granted section above, nor alter or amend any excluded or limited rights in the Limitations section above. Your acceptance of the delivery of the music is your agreement of all of the terms, conditions and limitations herein.