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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 contact Smartsound at [sales@smartsound.com](mailto:sales@smartsound.com).
- 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 contact Smartsound directly at sales@smartsound.com.

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- 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 up to 25 locations. For music-on-hold exceeding 25 locations please contact Smartsound directly at sales@smartsound.com.
- 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.
- Provide access to Smartsound music to up to 15 users (defined as 15 separate computers) at one address location. For additional users above 15 or for multiple address locations, please contact Smartsound directly at sales@smartsound.com.

## **LIMITATIONS**

You are not authorized to:

- Use any music after the completion of your Subscription term. All rights to synchronize any music with any audio/visual content shall cease at the completion of the term and you shall not use any Smartsound music in any content or production not already synchronized by you during the term. For the avoidance of doubt any music synchronized in timed relation with any audio/visual content during a valid, fully paid term, shall carry a perpetual music license as defined herein for such content or production, only as originally synchronized.
- Re-edit or change in any way validly synchronized music after the expiration of the Subscription term.
- 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. The Smartsound Quicktracks Annual License is a “single-location” license that allows up to 15 users (15 separate computers) to access the Smartsound music library. A Single-Location is defined as any entity with one physical address location (with or without multiple buildings at that site address) with up to 15 separate computers. For users (separate computers) greater than 15 or for multiple address locations please contact Smartsound directly at sales@smartsound.com.
- Broadcast internationally (in multiple countries) any audio/visual content synchronized 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, video-on-demand and other similar delivery methods are considered broadcasting for the purposes of this clause. For international broadcast please contact Smartsound directly at sales@smartsound.com.
- Reproduce/duplicate/download any audio/visual content synchronized with Smartsound music above 10,000 units. For units above 10,000 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 in more than 25 locations. For music-on-hold and other music playback systems in excess of 25 locations 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 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.

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