

Search

My Cart

[+ HOME](#) [+ SOLUTIONS](#) [+ PRODUCTS](#) [+ PURCHASE](#) [+ SUPPORT](#) [+ COMPANY](#)**Licensing Info**[Home](#) > [Licensing](#)**Music**[Music License](#)[Software License](#)[Indie Film License](#)**SmartSound Music License Info**

SmartSound has recently updated its music license. Our royalty-free music license now includes national and international broadcast and theatrical release movies and, as always, you can display and distribute your productions on the web. Your use of our music is still subject to our SmartSound Music License Agreement but these changes mean that you can use the music as much as you want, on as many productions as you want and distribute your projects wherever you want.

Are there any exceptions? You must obtain a "mechanical" license for replication of quantities in excess of 5,000 units. The mechanical license is not a synchronization license but a license that permits the manufacture and distribution of multiple copies of your production that contain SmartSound music. If your production is played on the air by a TV network or distributor who is affiliated with a Performance Rights Organization, they will require that you fill out a music cue sheet. However, many TV and cable stations are not affiliated with any PRO so you won't be required to submit cue sheets to those who are not. If your project is used by one that is, the TV network or distributor will let you know they need a cue sheet, if they don't, they are likely not affiliated. If they are, you simply need to fill out the music cue sheet as indicated in the Music License Agreement, and supply it to the network or distributor with the rest of your deliverables, the performance royalties will be paid by the PRO on behalf of the network or distributor directly to our composers and music publishers. No additional cost will be incurred by you, the producer or media creator.

Producers, editors and media creators working in and from Europe may be subject to different requirements for the use of music in their countries. PROs in Europe have different regulations regarding the collection of royalties than do their American and Canadian counterparts and are not in our control. For our European customers, SmartSound is in the process of expanding our sources of music to include composers not affiliated with a PRO. Additionally, where we can, we are taking steps to exempt some of our music from regulation in certain territories outside the US and Canada. For a list of SmartSound music not registered with a Performance Rights Organization or exempt from regulation in territories outside the US & Canada, please click [here](#).

If you are an indie film maker focused on making a particular film, we have the best way in the business to create a custom music soundtrack for your film, with all the rights you need: Please see our [Indie Film License](#) for more information.

Please read our SmartSound Music License Agreement:

SmartSound Music License Agreement

Terms and Conditions

All royalty free music products available and sold by SmartSound Software, Inc. (hereinafter SmartSound), its websites and its authorized dealers, are licensed to you with a lifetime, single-site, non-transferable synchronization license for use in audio/visual media. By accepting any products and music files from SmartSound you acknowledge and agree to the stated terms, conditions and limitations of use.

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 Music License Agreement, legal action may be taken against you in accordance to copyright law. Only licenses generated from SmartSound Software, its websites and authorized dealers are valid.

Rights Granted

You are authorized to:

- Synchronize the music in timed relation with other audio/visual content, as many times, in as many unique productions as you wish, in perpetuity.
- Synchronize the music in timed relation with other audio/visual content in a software product, hardware product, electronic media such as DVD, CD and the like, whether for sale or free, and reproduce/duplicate such product up to a number of **5000 units** before needing any additional mechanical licensing.
- Synchronize the music in timed relation with other audio/visual content and display such productions on the Internet so long as the music portion of the media is not retrievable and extractable in its original form (on its own).
- Synchronize the music in timed relation with other audio/visual content and broadcast such productions in all broadcast applications, local, regional, national and worldwide so long as Cue Sheet forms are properly filled out and filed when necessary and applicable (please see "Performing Rights" below).

Limitations

You are **not** authorized to:

- Make copies of unsynchronized recordings containing music from SmartSound, except as may be designated to a single computer workstation for the purpose of working with SmartSound audio software for audio/visual synchronization or to an audio server feeding multiple workstations for the same purpose provided they are under one physical roof and in compliance with the Single Site provision of this license. (See our Sonicfire Pro 5 End User License for information on single or multi-user applications).
- Provide remote access to unsynchronized music from SmartSound to any location remote from your licensed address without a valid Multi-Site License issued directly to you by SmartSound Software, Inc.
- Copy, duplicate, provide access to, sell, lease, loan, act as reseller or distributor, or give away unsynchronized music from SmartSound by any means including the world wide web, streaming audio, or any delivery method now known or which shall become known.
- Add lyrical or vocal content with words or lyrics or in anyway create a derivative copyright without the express written permission of SmartSound.
- Synchronize music from SmartSound in a manner that could be considered fraudulent or illegal.
- Use music from SmartSound in any downloadable or transferable format intended for multiple distribution including, without limitation in peer-to-peer file sharing or in any Sampling Instrument or product.

Performing Rights

Most SmartSound music is registered with a Performance Rights Organization (PRO), although not all of it is. In addition some SmartSound music will be registered for Performance Rights in the US and Canada, but not in many countries in Europe, please refer to the specific track or album information on the SmartSound website or inside SmartSound software. To the extent the music is registered with a PRO, this Music License Agreement does not include clearance for Performing Rights. (For more information on Performance Rights please click [here](#)).

Your use of SmartSound music registered with a PRO may require the filing of a music cue sheet for any production that is broadcast on television, radio, cable, satellite or distributed theatrically if the distributor or broadcaster is affiliated with a PRO (many local and regional entities are not). To the extent it is required and if the SmartSound music is registered with a PRO, such music cue sheet shall correctly identify the copyright owner, composer, publisher, song title, type of use and length of use. Note that in the US and Canada Performing Rights clearance royalties are paid by broadcasters and are not the responsibility of producers, editors or typical users of production music. "Direct" licenses are available, please contact SmartSound. For producers, editors, media creators, etc. working from and in European countries please see our list of [SmartSound music not registered for use with PROs](#).

Copyright © 2009 SmartSound Software, Inc. All rights reserved.

[Search](#)[My Cart](#)[+ HOME](#) [+ SOLUTIONS](#) [+ PRODUCTS](#) [+ PURCHASE](#) [+ SUPPORT](#) [+ COMPANY](#)[Press Room](#)**Music**[Contact Us](#)**Licensing Info**[Home](#) > [Licensing](#) > [Indie Film Package](#)[Music License](#)[Software License](#)[Indie Film License](#)**The SmartSound® Indie Film Package****What You Get:**

- The use of a hard drive of the entire SmartSound music library (180 discs and counting) and one copy of SmartSound Sonicfire Pro, during your production and post production process, up to one year
- The right to use as much SmartSound music as you want in the film (unlimited number of tracks, unlimited "drops" per track), and in any promos or trailers for the film
- A pre-bought, in perpetuity license for your film and for the specific tracks used in your film (must supply cue sheets to us) including: international rights, unlimited theatrical, broadcast, unlimited digital downloads, Internet and unlimited replication
- All for \$2,000

What You Don't Get:

- You cannot use the music in any other projects, just this one film
- You cannot copy the music off the hard drive, it must stay on the hard drive
- You need to return the drive with all the music, and uninstall or erase the software from your computer, within a year. If an extension for more time is needed that is available for an additional fee
- You do not get soundtrack album rights, whether distributed digitally or on CD, please call if you are interested in this; we will need to contact the owners of the actual tracks you have used to get their permission
- You do not get the new music released during the year; we can arrange for you to receive these for an additional fee

If you are interested in our SmartSound® Indie Film Package, please call 800-454-1900 and ask for Licensing.

Copyright © 2009 SmartSound Software, Inc. All rights reserved.