

KIT ARTIST AI MODEL LICENSE TERMS

These Kit Artist AI Model License Terms (“**License Terms**”) set forth the rights you receive when you acquire a subscription (“**Subscription**”) on the Kit AI platform (“**Platform**”) to access and use an artificial intelligence processing or computing model (“**AI Model**”), which allows you to transform an audio file of your voice (or a third-party voice that you have been given the authority to use) that is speaking or singing (“**AI Model Input**”) into an audio file of such speech or singing with a voice that matches, mimics and/or otherwise resembles the voice of a specific artist (“**Artist**”, and the resulting audio file in the voice of Artist, the “**AI Model Output**”).

Arpeggi, Inc. (“**Arpeggi**”) is not a party to these License Terms, which are solely an agreement between you as the AI Model end user and Artist. Your use of the AI Model, which is available on <https://www.kits.ai/> (the “**Kits Website**”), and your use of any other services available on the Website (collectively, the “**Kits Services**”), are governed by the Kits AI Terms of Service, available [here](#).

1. LICENSE GRANTS

- 1.1 AI Model License. Various tiers of Subscriptions are offered on the Platform. Each Subscription tier offers a different limit on the total number of minutes of AI Model Input that may be transformed into AI Model Output using the AI Model in each Subscription period. These minutes are referred to herein as the “**Subscription Minute.**” Artist grants you a non-exclusive, royalty-free, worldwide license to access and use the AI Model, provided that you have and apply at least one Subscription Minute to the use of the AI Model.
- 1.2 AI Model Output Personal License. Once you have received your AI Model Output pursuant to the AI Model License, Artist grants you a non-exclusive, irrevocable (except as set forth in Section 4.1 below), royalty-free, worldwide license to store, display, perform, reproduce, distribute, alter, transmit, make available, communicate to the public, broadcast, create derivative works of, and otherwise use the AI Model Output for personal, non-commercial use (“**Personal License**”).
- 1.3 Artist Approval for AI Model Output. Once you have received your AI Model Output, to receive a commercial rights license to the AI Model Output so that you can commercially exploit your AI Model Output, you must register your AI Model Output via the Kits Services on Artists’s AI Model page on the Website (“**Artist AI Model Page**”). **After you have registered your AI Model Output, Artist may approve or deny your request for a commercial rights license to the AI Model Output, in his / her / their sole discretion. If Artist denies your request, you will continue to have the Personal License. Such denial means that you cannot use the AI Model Output for commercial purposes.** If your request is denied and you use the AI Model Output in a manner that is beyond the scope of your Personal License (i.e. for commercial purposes), Artist shall be able to pursue direct recourse against you for failing to obtain approval as required hereunder, including for copyright infringement.
- 1.4 Approved AI Model Output Commercial License. If Artist approves your request for a commercial rights license to the AI Model Output, the AI Model Output shall then be deemed “**Approved AI Model Output,**” and Artist grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 4.1 below), worldwide license to store, display, perform, reproduce, distribute, transmit, make available, communicate to the public, broadcast, and otherwise use the Approved AI Model Output for commercial use

(“Commercial License”). For clarity, to receive the Commercial License, Artist must first provide you with approval of your AI Model Output via the Kits Services. You agree and acknowledge that if Artist does not provide such approval, you will only have the Personal License to your AI Model Output and cannot use the AI Model Output for commercial purposes. Upon Artist’s approval, you receive the Commercial License to the Approved AI Model Output and your Personal License to the AI Model Output automatically terminates. All intellectual property rights in and to the AI Model and any other intellectual property rights of Artist not expressly licensed herein are owned and reserved by Arpeggi, Artist, or their applicable licensors.

- 1.5 **Royalties.** In consideration for your rights to commercially exploit the Approved AI Model Output as set forth herein, you hereby agree to pay Artist a specific percentage (the “**Royalty**”) of Gross Revenues, which percentage is set forth on the Artist AI Model Page. The term “**Gross Revenues**” means any and all monies, currencies (including tokens, cryptocurrency and other digital assets) and other consideration received by you or your third-party designee (or credited to you or your third-party designee against an advance previously received) for or in connection with the exploitation or other use by you, or any third party authorized or permitted by you, of the Approved AI Model Output, including without limitation any sound recording and musical composition royalties and license fees attributable to the use of such Approved AI Model Output or to the use of any larger work that includes the AI Model Output (“**Approved AI Model Output Work**”) on streaming services, any royalties and license fees attributable to the public performance of the Approved AI Model Output or Approved AI Model Output Work, or any sound recording or musical composition embodied therein, any proceeds arising from the sale of copies (whether as physical records, NFTs, digital downloads, or other formats) of the Approved AI Model Output or Approved AI Model Output Work, and any fees or other amounts from so-called “synch licenses” and/or “master use licenses” pertaining to the inclusion or other use of the Approved AI Model Output or Approved AI Model Output Work in any audiovisual work, video game, podcast, or other media. When you distribute the Approved AI Model Output or Approved AI Model Output Work using your preferred distributor or publishing service, you must include the Artist’s publishing information, which is set forth on the Artist AI Model Page. You also agree to include in your Approved AI Model Output Work, complete details of any third-party license or other restriction (including related copyrights) of which you are personally aware and which are associated with any part of your Approved AI Model Output Work.

The Royalty shall become due to Artist immediately upon receipt by you or your third-party designee of the Gross Revenues, and it shall be paid to Artist as soon as possible thereafter and in all events no later than thirty (30) days after the end of each calendar quarter in respect of amounts becoming due in the preceding calendar quarter. You acknowledge and agree that: (a) Arpeggi merely facilitates the provision of the AI Model, which may be used to create the AI Model Outputs pursuant to and in accordance with these License Terms, (b) it is your sole responsibility to remit the Royalties to Artist(s), and (c) each Artist has the right to enforce these License Terms against you in the event you fail to pay the Royalty as required hereunder or otherwise violate or fail to fulfill these License Terms.

- 1.6 **AI Model Outputs.** You acknowledge and agree that other users of the Kits Services may also create their own audio files and outputs from the AI Model and other AI models offered via the Kits Services. These outputs may be similar or identical to your AI Model Outputs. In addition, Artist himself / herself / themselves may also create audio clips

speaking or singing that are similar or even identical to your AI Model Output. Accordingly, on behalf of yourself and your heirs, successors, and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand or challenge against (a) Artist, or his / her / their past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with their use, distribution, reproduction, display, performance, modification, and creation of any audio file of Artist's voice or any other voice that matches, mimics or otherwise resembles Artist's voice, or (b) any other user of the Kits Services, or its past, present and future parents, affiliates, or licensees (or any of their partners, members, employees, officers, directors, contractors, agents, and equityholders) in connection with the use, reproduction, display, performance, distribution, transmission, broadcasting, modification, and creation of outputs from the AI models offered via the Kits Services. The foregoing is the case even if such other audio files of Artist's voice and/or such other outputs are similar to or the same as any of your AI Model Outputs, including your Approved AI Model Outputs.

- 1.7 No Rights to Trademarks. Nothing in these License Terms is meant to grant you any rights to any logos, trademarks, service marks, trade dress, or rights of publicity associated with Artist ("**Artist Trademarks**"). Unless you have Artist's prior written approval, you may not use any Artist Trademarks for any use that would require a license from Artist, including to register any domain names or social media accounts using any Artist Trademarks or to advertise or promote any other products or services.
- 1.8 Right to Remove. You understand and acknowledge that in the event that Arpeggi has any reason to believe that the AI Model may infringe a third party's intellectual or proprietary rights, Arpeggi reserves the right to remove access to the AI Model and/or replace the AI Model, and to remove any functionality associated with the AI Model.

2. RESTRICTIONS.

- 2.1 Hate Speech. Notwithstanding anything to the contrary herein, you may not use the AI Model, AI Model Output, or Approved AI Model Output in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal or obscene activity, or that promotes any such activity, as determined in Artist's or its designee's sole discretion. In addition to any and all other remedies that Artist and Arpeggi may have, Artist and Arpeggi are authorized to enforce this provision by seeking to remove any use of the AI Model, AI Model Output, or Approved AI Model Output in breach of this Section 2.1, including by sending takedown notices to third-party platforms on which the AI Model, AI Model Output, or Approved AI Model Output have been made available or used in such a way that violates this provision.

3. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

- 3.1 Disclaimers. YOUR ACCESS TO AND USE OF THE AI MODEL IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ARTIST, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS, AND EQUITYHOLDERS (THE "**ARTIST ENTITIES**") AND ARPEGGI DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT IN THE AI MODEL. THE ARTIST

ENTITIES AND ARPEGGI MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY, OR RELIABILITY OF THE AI MODEL, (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, OR HARDWARE, (C) WHETHER THE AI MODEL WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS, AND (D) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT, THE AI MODEL.

- 3.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE ARTIST ENTITIES OR ARPEGGI BE LIABLE (A) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE AI MODEL), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE LICENSE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE AI MODEL OR THESE LICENSE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY, OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE ARTIST ENTITIES OR ARPEGGI HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE LICENSE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE AI MODEL. THE MAXIMUM AGGREGATE LIABILITY OF THE ARTIST ENTITIES OR ARPEGGI FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) \$1,000 OR (II) THE TOTAL AMOUNT YOU PAID FOR SUBSCRIPTIONS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.
- 3.3 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE ARTIST ENTITIES AND YOU.
- 3.4 Template Provider Disclaimers. You agree and acknowledge that (a) these terms are based on a template that has been provided by Arpeggi or other third parties for public use, (b) you and your heirs, successors, and assigns, irrevocably covenant and agree not to assert or bring any suit, claim, demand, or challenge against the providers of such template (including Arpeggi), their parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, service providers, and licensors (the “**Template Provider Entities**”) in connection with these terms, (c) the availability of these terms shall not be construed as legal advice for any particular facts or circumstances and are not meant to replace consulting competent counsel who is aware of your specific facts and circumstances, and (d) these terms might not reflect all current updates to the law or applicable interpretive guidance.

- 3.5 Indemnification. By entering into these License Terms and accessing or using the AI Model, you agree that you shall defend, indemnify, and hold the Artist Entities and Template Provider Entities (including Arpeggi) harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) incurred by the Artist Entities or Template Provider Entities arising out of or in connection with: (a) your violation or breach of any term of these License Terms or any applicable law or regulation, (b) your violation of any rights of any third party, (c) your access to or use of the AI Model, or (d) any fraud, negligence, or wilful misconduct committed by you. For these limited purposes, the Artist Entities (other than the Artist) and Template Provider Entities are third-party beneficiaries of the License Terms.

4. ADDITIONAL PROVISIONS

- 4.1 Termination of License. If you materially breach any of the provisions of these License Terms, Artist may terminate all of the licenses granted to you under these License Terms. Artist will use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your licenses shall terminate regardless of whether such notice is actually received. Upon the termination of your licenses, you shall cease all use of the rights granted in Section 1 and shall cease all further use of the AI Model. The following sections shall survive the termination of these License Terms and shall continue in full force and effect subsequent to and notwithstanding any termination of these License Terms by Artist or you: Sections 1.5, 1.6, 1.7, 1.8, 2.1, 3.1, 3.2, 3.3, 3.4, 3.5, 4.2, and 4.3. Termination will not limit any of Artist's other rights or remedies at law or in equity.
- 4.2 Miscellaneous. These License Terms constitute the entire and exclusive understanding and agreement between Artist and you regarding the AI Model and supersedes and replaces any and all prior oral or written understandings or agreements between Artist and you regarding the AI Model. If any provision of these License Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these License Terms and shall not affect the validity and enforceability of any remaining provisions. These License Terms and the licenses granted hereunder may be freely assigned by Artist. Any purported assignment in violation of these License Terms will be null and void. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- 4.3 Governing Law & Arbitration. You and Artist shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with these License Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "**Dispute**"). If the parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all parties, such Dispute shall be finally settled by binding arbitration. Any Dispute not resolved within ninety (90) days shall be referred to and finally resolved by arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "**JAMS Rules**") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these License Terms). Because these License Terms concern interstate commerce, the Federal Arbitration Act ("**FAA**") governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. You and Artist will

each pay their respective attorneys' fees and expenses. These License Terms and any action related thereto will be governed by the laws of the State of New York, without regard to its conflict of laws provisions. Any dispute arising out of or related to these License Terms is personal to you and Artist and will not be brought as a class arbitration, class action or any other type of representative proceeding. **You and Artist each agree that any claims may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or other proceeding in which a person attempts to resolve a dispute as a representative of another person or group of persons. Unless both you and Artist agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding.** If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.