KIT ROYALTY-FREE AI MODEL LICENSE TERMS

These Kit Royalty-Free AI Model License Terms ("License Terms") are between you and Arpeggi, Inc. ("Arpeggi") and 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 another person (the resulting audio file in the voice of such other person, the "AI Model Output").

Your use of the AI Model, which is available on <u>https://www.kits.ai/</u>, and your use of any other services available on this website (collectively, the "**Kits Services**"), are also governed by the Kits AI Terms of Service, available [here].

1. LICENSE GRANTS

- 1.1 <u>AI Model License</u>. 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 Minutes**." Arpeggi hereby 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.
- 1.1 <u>AI Model Output Personal License</u>. Once you have received your AI Model Output pursuant to the AI Model License, Arpeggi grants you a non-exclusive, irrevocable (except as set forth in <u>Section 4.1</u> 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 both personal and commercial uses.
- 12 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. 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) Arpeggi 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 their use, distribution, reproduction, display, performance, modification, and creation of any audio file of any other voice that matches, mimics or otherwise resembles the voice in your AI Model Output, 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 such other outputs are similar to or the same as any of your AI Model Outputs.
- 1.2 <u>No Rights to Trademarks</u>. Nothing in these License Terms is meant to grant you any rights to any of Arpeggi's logos, trademarks, service marks, or trade dress.

1.3 <u>Right to Remove</u>. 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 <u>Hate Speech</u>. Notwithstanding anything to the contrary herein, you may not use the AI Model or 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 Arpeggi's sole discretion. In addition to any and all other remedies that Arpeggi may have, Arpeggi is authorized to enforce this provision by seeking to remove any use of the AI Model or AI Model Output in breach of this <u>Section 2.1</u>, including by sending takedown notices to third-party platforms on which the AI Model or 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 EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM RISK. EXTENT PERMITTED UNDER APPLICABLE LAW, ARPEGGI, ITS PARENTS, EMPLOYEES, OFFICERS, DIRECTORS. AFFILIATES. PARTNERS, CONTRACTORS, AGENTS, LICENSORS, AND EQUITYHOLDERS (THE "ARPEGGI ENTITIES") 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 ARPEGGI ENTITIES 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 <u>Limitations of Liability</u>. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE ARPEGGI ENTITIES 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 ARPEGGI ENTITIES 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 ARPEGGI ENTITIES 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 <u>Fundamental Elements</u>. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE ARPEGGI ENTITIES AND YOU.
- 3.4 <u>Template Provider Disclaimers</u>. 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 <u>Indemnification</u>. By entering into these License Terms and accessing or using the AI Model, you agree that you shall defend, indemnify, and hold the Arpeggi Entities and Template Provider Entities harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) incurred by the Arpeggi Entities or Template Provider Entities arising out of or in connection with: (a) your violation or breach of any term of sthese 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 Template Provider Entities are third-party beneficiaries of the License Terms.

4. Additional Provisions

4.1 <u>Termination of License</u>. If you materially breach any of the provisions of these License Terms, Arpeggi may terminate all of the licenses granted to you under these License Terms. Arpeggi 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 <u>Section 1</u> 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 Arpeggi or you: <u>Sections 1.2, 1.3, 2.1, 3.1, 3.2, 3.3</u>,

<u>3.4, 3.5, 4.2</u> and <u>4.3</u>. Termination will not limit any of Arpeggi's other rights or remedies at law or in equity.

- 4.2 <u>Miscellaneous</u>. These License Terms constitute the entire and exclusive understanding and agreement between Arpeggi and you regarding the AI Model and supersedes and replaces any and all prior oral or written understandings or agreements between Arpeggi 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 Arpeggi. 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 Arpeggi 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 Arpeggi 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 Arpeggi and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Arpeggi 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 Arpeggi 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.