LICENSE AGREEMENT FOR VOCALTRACTLAB 2.1 AS MODIFIED BY RICK JANSSEN, 2018 (Academic Use)

This License Agreement concerns the VocalTractLab 2.1 (as modified by Rick Janssen, see below the definition of the PRODUCT) source code, and is based on the original License Agreement for VocalTractLab (following immediately below).

IMPORTANT! The source code of the software VocalTractLab 2.1 (as modified by Rick Janssen) (the "Product") is licensed only on the condition that you ("YOU") agree with Dr. Peter Birkholz (PB) having its administrative office currently at the Institute of Acoustics and Speech Communication, TU Dresden, Germany (see www.vocaltractlab.de for up-to-date contact details), Rick Janssen (RJ), Scott R. Moisik (SRM) and Dan Dediu (DD), collectively identified as THE AUTHORS, to the terms and conditions set forth below.

PLEASE CAREFULLY READ ALL THE TERMS OF THIS LICENSE AGREEMENT.

This is an Agreement between you and all persons you represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity) and THE AUTHORS regarding your use of the Product. By agreeing to the terms of this Agreement you signify your acceptance, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and all persons you represent.

- **1. PRODUCT:** As used in this Agreement, "Product" shall mean the software source code (including any related documentation) of the VocalTractLab version 2.1 as modified by Rick Janssen (2018), including its refactoring into a Windows dynamically linked library (DLL) that encapsulates the vocal tract geometry and acoustics, as well as the various changes, adaptations and modifications of the original C++ code that allow the specification of hard palate shape, larynx height and various other parameter dependencies. Please note that the code generating hard plate shapes and the code that governs the articulatory parameter search are governed by their respective licenses and are available in a separate repository.
- **2. LICENSE TO USE**: THE AUTHORS hereby grants to YOU an academic, non-exclusive, non-transferable, limited license to use the Product for academic use solely on the terms, conditions and restrictions contained in this Agreement. You are not permitted to use the Product for commercial purposes. The rights granted to YOU shall be subject to the Restrictions set out in Section 7 below.
- **3. AUTHORIZED USER(S)**: YOU are permitted and are expressly licensed and authorized to use one copy. Such copy will be considered "Authorized Copy" and are only licensed for use by those of YOUR employees, or agents over whom YOU have direct control and who agree to abide by the terms of this License Agreement (each such person will be considered an "Authorized User"). The Authorized Copy can be used simultaneously on multiple computers by the persons you represent.
- **4. LICENSE FEE**: There are no fees to be paid to THE AUTHORS for the rights granted to YOU under this Agreement.

- **5. CITATION:** Public documents (i.e. conference and journal papers, videos, etc.) about research based on the source code (modified or not) must cite the most relevant article(s) about the used model or method. The relevant publications are listed at http://www.vocaltractlab.de/index.php?page=birkholz-publications and http://www.mpi.nl/people/dediu-dan/publications. Please contact THE AUTHORS for the appropriate citation.
- **6. OWNERSHIP**: YOU acknowledge that the Product and any and all knowledge, know-how and/or techniques relating to the Product, as may be modified or enhanced by THE AUTHORS, in whole or in part, is and will remain the sole and absolute property of THE AUTHORS and THE AUTHORS owns any and all right, title and interest in and to the Product. YOU further acknowledge that all inventions, discoveries, improvements, software, copyright, know-how or other intellectual property, whether or not patentable or copyrightable, created by or on behalf of THE AUTHORS prior to, after the termination of, or during the course of this Agreement pertaining to the Product is and will remain the sole and absolute property of THE AUTHORS. No right, title or interest in or to any official mark, trademark, service mark, logo, or trade name of THE AUTHORS is granted to YOU under this Agreement.

YOU are allowed to make any kind of changes to the source code (Product) and integrate it or parts of it into other software, as long as the source code base of VTL (modified or not) is not distributed to a third party. YOU are free to distribute any binaries (compiled code) based on source code of VTL for non-commercial use when VTL is properly referenced/acknowledged.

- **7. RESTRICTIONS**: YOU shall not, and shall not authorize any third party to:
 - distribute any Authorized Copy or backup copy (modified or not) to any third party who is not an Authorized User. Any such copy together with the original must be kept in YOUR possession or control;
 - license or sublicense the use of the Product to others;
 - use, without express permission from THE AUTHORS, the name of THE AUTHORS in YOUR advertising, publicity, or otherwise.

8. DISCLAIMER OF WARRANTY: THE PRODUCT IS PROVIDED TO YOU BY THE AUTHORS "AS IS", AND YOU ACKNOWLEDGE AND AGREE THAT THE AUTHORS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. IN PARTICULAR, TO THE EXTENT PERMITTED BY LAW, THE AUTHORS EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE, AND THAT THE USE OF THE PRODUCT WILL PRODUCE A DESIRED RESULT OR THAT THE USE OF THE PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS, AND THAT THE PRODUCT IS ERROR-FREE OR VIRUSFREE, AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THE PROVISIONS OF THIS AGREEMENT.

IN PARTICULAR, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS:

• A WARRANTY OR REPRESENTATION BY THE AUTHORS AS TO ANY INTELLECTUAL PROPERTY RIGHTS IN THE PRODUCT;

- AN OBLIGATION TO FURNISH ANY ITEM, SOFTWARE, TECHNOLOGY, OR TECHNOLOGICAL INFORMATION OTHER THAN THE PRODUCT;
- AN OBLIGATION TO CORRECT ERRORS DEEMED TO BE INTERNAL TO THE PRODUCT ("MALFUNCTIONS") THAT ARISE IN ANY VERSION OF THE PRODUCT DELIVERED TO YOU. THE AUTHORS DOES NOT WARRANT THAT THE PRODUCT IS FREE FROM MALFUNCTIONS, NOR THAT ANY MALFUNCTIONS CAN OR WILL BE CORRECTED NOR THAT THE AUTHORS WILL DEVELOP OR PROVIDE YOU WITH ANY OPERATIONS, CAPABILITIES OR FEATURES NOT PRESENT IN THE VERSION OF THE PRODUCT DELIVERED TO YOU UNDER THIS AGREEMENT.
- 9. LIMITATION OF LIABILITY: THE AUTHORS WILL NOT BE LIABLE TO YOU, YOUR AUTHORIZED USERS, OR ANY OTHER PERSON OR ENTITY FOR ANY LIABILITY, LOSS OR DAMAGES CAUSED OR ALLEGED TO HAVE BEEN CAUSED, EITHER DIRECTLY OR INDIRECTLY, BY THE PRODUCT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AUTHORS BE LIABLE FOR ANY LOST REVENUE, PROFIT, BUSINESS INTERRUPTION OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF THE AUTHORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AUTHORS 'S TOTAL LIABILITY WILL BE LIMITED TO THE AMOUNT OF THE LICENSE FEES (IF ANY) PAID UNDER THIS AGREEMENT.
- 10. INDEMNITY: YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE AUTHORS AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, ACTION, CLAIM OR EXPENSE (INCLUDING ATTORNEY'S FEES AND COSTS AT TRIAL AND APPELLATE LEVELS) IN CONNECTION WITH ANY CLAIM, SUIT, ACTION, DEMAND OR JUDGEMENT ARISING OUT OF CONNECTED WITH, RESULTING FROM, OR SUSTAINED AS A RESULT OF YOUR USE OF THE PRODUCT OR OTHERWISE RELATED TO THIS AGREEMENT.
- **11. TERM**: This Agreement is effective until terminated. This Agreement terminates:
 - at YOUR election, at any time; or
 - immediately without notice from THE AUTHORS if YOU fail to comply with any provision of this Agreement, at which time YOU must immediately stop using the Product and must destroy or delete any and all copies of the Product made by or on behalf of YOU. Sections 6 (Ownership), 8 (Disclaimer of Warranty), 9 (Limitation of Liability), 10 (Indemnity), 11 (Term) and 13 (a), (e) and (f) (General Provisions) of this Agreement survive termination of this Agreement.
- **12. REPRESENTATION OF AUTHORITY**: YOU represent and warrant that YOU possess the legal authority to enter into this Agreement, and that YOU will be financially responsible for YOUR use of the Product. YOU agree to be responsible for all License Fees, costs, charges and taxes arising out of YOUR use of the Product. YOU are responsible for supplying any hardware or software necessary to use the Product pursuant to this Agreement.

13. GENERAL PROVISIONS:

(a) NOTE: ALL DISPUTES TO BE RESOLVED IN GERMANY: The Product is provided from Germany and this Agreement (and all disputes arising out of or relating to this Agreement) will be

governed and interpreted according to the laws of Germany without regard to its conflicts of laws rules. YOU agree that by accepting the terms of this Agreement and using the Product YOU submit to the exclusive jurisdiction of the Courts of competent authority in Germany.

- (b) USE OF THE PRODUCT IS PROHIBITED IN ANY JURISDICTION WHICH DOES NOT GIVE EFFECT TO THE TERMS OF THIS AGREEMENT.
- (c) THE AUTHORS agrees that this Agreement, and each part of it, is confidential and shall not be disclosed to third parties, but THE AUTHORS may identify the title of and the parties to this Agreement, the term of this Agreement, and the License Fee (if any) paid to THE AUTHORS.
- (e) This Agreement is the entire agreement between YOU and THE AUTHORS relating to this subject matter. YOU will not contest the validity of this Agreement merely because it is in electronic form.
- (f) No modification of this Agreement will be binding, unless in writing and accepted by an authorized representative of each party. No agent of THE AUTHORS is authorized to modify this Agreement verbally.
- (g) The provisions of this Agreement are severable in that if any provision in this Agreement is determined to be invalid or unenforceable under any controlling body of law, that will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (h) No condoning, excusing or overlooking by THE AUTHORS of any failure by YOU to comply with any part of this Agreement shall operate as a waiver by THE AUTHORS of its rights under this Agreement, and no waiver shall be inferred from or implied by anything done or omitted by THE AUTHORS.
- (i) All prices are in Euros and prices are subject to change without notice. THE AUTHORS will not be liable for any typographical errors.
- (j) YOU should print out or download a copy of this Agreement (including the Download Summary screen) and retain it for YOUR records.
- (k) YOU consent to the use of the English language in this Agreement and all documents or notices relating to this Agreement.
- (l) YOU may not assign this Agreement. THE AUTHORS, acting in its sole discretion, may assign this Agreement without notice to YOU.

without notice to YOU.

The following individuals will be authorized to access to the source code, and are bound by this agreement:

I have read and accept the licensing agreement. (Date and signature of YOU)

LICENSE AGREEMENT FOR VOCALTRACTLAB (Academic Use)

IMPORTANT! The source code of the software VocalTractLab and VocalTractLab2 (VTL) (the "Product") is licensed only on the condition that you ("YOU") agree with Dr. Peter Birkholz (PB) having its administrative office currently at the Institute of Acoustics and Speech Communication, TU Dresden, Germany (see www.vocaltractlab.de for up-to-date contact details), to the terms and conditions set forth below

PLEASE CAREFULLY READ ALL THE TERMS OF THIS LICENSE AGREEMENT.

This is an Agreement between you and all persons you represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity) and PB regarding your use of the Product. By agreeing to the terms of this Agreement you signify your acceptance, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and all persons you represent.

- **1. PRODUCT:** As used in this Agreement, "Product" shall mean the software source code (including any related documentation) of VocalTractLab or VocalTractLab2.
- **2. LICENSE TO USE**: PB hereby grants to YOU an academic, non-exclusive, non-transferable, limited license to use the Product for academic use solely on the terms, conditions and restrictions contained in this Agreement. You are not permitted to use the Product for commercial purposes. The rights granted to YOU shall be subject to the Restrictions set out in Section 7 below.
- **3. AUTHORIZED USER(S)**: YOU are permitted and are expressly licensed and authorized to use one copy. Such copy will be considered "Authorized Copy" and are only licensed for use by those of YOUR employees, or agents over whom YOU have direct control and who agree to abide by the terms of this License Agreement (each such person will be considered an "Authorized User"). The Authorized Copy can be used simultaneously on multiple computers by the persons you represent.
- **4. LICENSE FEE**: There are no fees to be paid to PB for the rights granted to YOU under this Agreement.
- **5. CITATION:** Public documents (i.e. conference and journal papers, videos, etc.) about research based on the source code (modified or not) must cite the most relevant article(s) about the used model or method. The relevant publications are listed at http://www.vocaltractlab.de/index.php?page=birkholz-publications. Please contact PB for the appropriate citation.
- **6. OWNERSHIP**: YOU acknowledge that the Product and any and all knowledge, know-how and/or techniques relating to the Product, as may be modified or enhanced by PB, in whole or in part, is and will remain the sole and absolute property of PB and PB owns any and all right, title and interest in and to the Product. YOU further acknowledge that all inventions, discoveries, improvements, software, copyright, know-how or other intellectual property, whether or not patentable or copyrightable, created by or on behalf of PB prior to, after the termination of, or during the course of this Agreement pertaining to the Product is and will remain the sole and absolute property of PB. No

right, title or interest in or to any official mark, trademark, service mark, logo, or trade name of PB is granted to YOU under this Agreement.

YOU are allowed to make any kind of changes to the source code (Product) and integrate it or parts of it into other software, as long as the source code base of VTL (modified or not) is not distributed to a third party. YOU are free to distribute any binaries (compiled code) based on source code of VTL for non-commercial use when VTL is properly referenced/acknowledged.

7. RESTRICTIONS: YOU shall not, and shall not authorize any third party to:

- distribute any Authorized Copy or backup copy (modified or not) to any third party who is not an Authorized User. Any such copy together with the original must be kept in YOUR possession or control;
- license or sublicense the use of the Product to others;
- use, without express permission from PB, the name of PB in YOUR advertising, publicity, or otherwise.

8. DISCLAIMER OF WARRANTY: THE PRODUCT IS PROVIDED TO YOU BY PB "AS IS", AND YOU ACKNOWLEDGE AND AGREE THAT PB MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. IN PARTICULAR, TO THE EXTENT PERMITTED BY LAW, PB EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE, AND THAT THE USE OF THE PRODUCT WILL PRODUCE A DESIRED RESULT OR THAT THE USE OF THE PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS, AND THAT THE PRODUCT IS ERROR-FREE OR VIRUS-FREE, AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THE PROVISIONS OF THIS AGREEMENT.

IN PARTICULAR, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS:

- A WARRANTY OR REPRESENTATION BY PB AS TO ANY INTELLECTUAL PROPERTY RIGHTS IN THE PRODUCT;
- AN OBLIGATION TO FURNISH ANY ITEM, SOFTWARE, TECHNOLOGY, OR TECHNOLOGICAL INFORMATION OTHER THAN THE PRODUCT;
- AN OBLIGATION TO CORRECT ERRORS DEEMED TO BE INTERNAL TO THE PRODUCT ("MALFUNCTIONS") THAT ARISE IN ANY VERSION OF THE PRODUCT DELIVERED TO YOU. PB DOES NOT WARRANT THAT THE PRODUCT IS FREE FROM MALFUNCTIONS, NOR THAT ANY MALFUNCTIONS CAN OR WILL BE CORRECTED NOR THAT PB WILL DEVELOP OR PROVIDE YOU WITH ANY OPERATIONS, CAPABILITIES OR FEATURES NOT PRESENT IN THE VERSION OF THE PRODUCT DELIVERED TO YOU UNDER THIS AGREEMENT.
- 9. LIMITATION OF LIABILITY: PB WILL NOT BE LIABLE TO YOU, YOUR AUTHORIZED USERS, OR ANY OTHER PERSON OR ENTITY FOR ANY LIABILITY, LOSS OR DAMAGES CAUSED OR ALLEGED TO HAVE BEEN CAUSED, EITHER DIRECTLY OR INDIRECTLY, BY THE PRODUCT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL PB BE LIABLE FOR ANY LOST REVENUE, PROFIT, BUSINESS INTERRUPTION OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES,

HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PB's TOTAL LIABILITY WILL BE LIMITED TO THE AMOUNT OF THE LICENSE FEES (IF ANY) PAID UNDER THIS AGREEMENT.

- 10. INDEMNITY: YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS PB AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, ACTION, CLAIM OR EXPENSE (INCLUDING ATTORNEY'S FEES AND COSTS AT TRIAL AND APPELLATE LEVELS) IN CONNECTION WITH ANY CLAIM, SUIT, ACTION, DEMAND OR JUDGEMENT ARISING OUT OF CONNECTED WITH, RESULTING FROM, OR SUSTAINED AS A RESULT OF YOUR USE OF THE PRODUCT OR OTHERWISE RELATED TO THIS AGREEMENT.
- 11. TERM: This Agreement is effective until terminated. This Agreement terminates:
 - at YOUR election, at any time; or
 - immediately without notice from PB if YOU fail to comply with any provision of this Agreement, at which time YOU must immediately stop using the Product and must destroy or delete any and all copies of the Product made by or on behalf of YOU. Sections 6 (Ownership), 8 (Disclaimer of Warranty), 9 (Limitation of Liability), 10 (Indemnity), 11 (Term) and 13 (a), (e) and (f) (General Provisions) of this Agreement survive termination of this Agreement.
- **12. REPRESENTATION OF AUTHORITY**: YOU represent and warrant that YOU possess the legal authority to enter into this Agreement, and that YOU will be financially responsible for YOUR use of the Product. YOU agree to be responsible for all License Fees, costs, charges and taxes arising out of YOUR use of the Product. YOU are responsible for supplying any hardware or software necessary to use the Product pursuant to this Agreement.

13. GENERAL PROVISIONS:

- (a) NOTE: ALL DISPUTES TO BE RESOLVED IN GERMANY: The Product is provided from Germany and this Agreement (and all disputes arising out of or relating to this Agreement) will be governed and interpreted according to the laws of Germany without regard to its conflicts of laws rules. YOU agree that by accepting the terms of this Agreement and using the Product YOU submit to the exclusive jurisdiction of the Courts of competent authority in Germany.
- (b) USE OF THE PRODUCT IS PROHIBITED IN ANY JURISDICTION WHICH DOES NOT GIVE EFFECT TO THE TERMS OF THIS AGREEMENT.
- (c) PB agrees that this Agreement, and each part of it, is confidential and shall not be disclosed to third parties, but PB may identify the title of and the parties to this Agreement, the term of this Agreement, and the License Fee (if any) paid to PB.
- (e) This Agreement is the entire agreement between YOU and PB relating to this subject matter. YOU will not contest the validity of this Agreement merely because it is in electronic form.
- (f) No modification of this Agreement will be binding, unless in writing and accepted by an authorized representative of each party. No agent of PB is authorized to modify this Agreement verbally.

- (g) The provisions of this Agreement are severable in that if any provision in this Agreement is determined to be invalid or unenforceable under any controlling body of law, that will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (h) No condoning, excusing or overlooking by PB of any failure by YOU to comply with any part of this Agreement shall operate as a waiver by PB of its rights under this Agreement, and no waiver shall be inferred from or implied by anything done or omitted by PB.
- (i) All prices are in Euros and prices are subject to change without notice. PB will not be liable for any typographical errors.
- (j) YOU should print out or download a copy of this Agreement (including the Download Summary screen) and retain it for YOUR records.
- (k) YOU consent to the use of the English language in this Agreement and all documents or notices relating to this Agreement.
- (l) YOU may not assign this Agreement. PB, acting in its sole discretion, may assign this Agreement without notice to YOU.

The following individuals will be authorized to access to the source code, and are bound by this agreement:

I have read and accept the licensing agreement. (Date and signature of YOU)