

# RESEARCH PARTICIPATION AND DATA COLLECTION AGREEMENT

This Research Participation and Data Collection Agreement (the “**Agreement**”) is between you and Scale AI, Inc. (“**Scale**”) and governs your participation in this research project (“**Research**”). For good and valuable consideration you and Scale agree to the following terms and conditions:

1. **Voluntary participation.** By participating in this data collection project (the “**Data Collection**”), you confirm: (a) you are of legal age (age of majority) in your jurisdiction; (b) your participation will not violate any agreement with a third party, or create a conflict of interest; (c) you have the authority to enter into and grant all of the rights and licenses you grant in this Agreement; (d) and you will not provide to Scale any information about a natural person that qualifies as “personal data,” “personal information,” or “personally identifiable information” under applicable law, unless that information is about yourself. Your participation is voluntary and you may choose to cease participation in the Data Collection at any time. If you cease participating or your participation is terminated, any Research Data (defined below) obtained prior to such cessation or termination may be used according to this Agreement.
2. **Information collected in connection with the Research.** During the Research, Scale will collect data from you. Depending on the tasks you are requested to perform, Scale may collect from you “**Research Data**” consisting of:
  - (a) “**Contact Information**,” consisting of your name, email address, address, phone number, or other contact information;
  - (b) “**Audio Data**,” consisting of audio recordings (which may include recordings of your voice) that you share with Scale and data associated with or derived from these audio recordings, including data about the qualities and other characteristics of your voice;
  - (c) “**Image Data**,” consisting of images (which may include screenshots and which may display your face) that you share with Scale and data associated with or derived from these images, including data about the appearance and other characteristics of your face, eyes, and fingers;
  - (d) “**Video Data**” consisting of video recordings (which may include recordings of your face) that you share with Scale and data associated with or derived from these videos, including data about the appearance and other characteristics of your face, eyes, and fingers;
  - (e) “**Likeness**” means your name, voice, signature, photograph, likeness, image, persona, and performance, in each case, in original or modified form ;
  - (f) “**Background Data**,” consisting of demographic information or factors, including your age, gender, languages including native language, national origin, sociolects, ethnolects, accents, or other demographic information that you provide. Some or all of this data may be considered sensitive or given special protections under your local laws;
  - (g) “**Location Data**,” consisting of information you provide about your location and/or signals collected from your devices such as IP address and geolocation and data associated with or derived from this data; and
  - (g) “**Metadata**,” consisting of (i) date and time information associated with your Audio Data, Image Data, and Video Data; and (ii) usage data or other information (such as browser type, button clicks and screen views, and device information such as IP address, type of device, operating system, and browser or screen related configuration data, logs, crash reports or similar information) related to your interactions with the tool used for this Data Collection.

Research Data about the qualities, characteristics, and appearance of your voice, face, and eyes may be considered “biometric” data under the laws of some jurisdictions. Some or all of the Research Data may be considered “sensitive” data under the laws of some jurisdictions. By entering into this Agreement, you knowingly, intentionally, and affirmatively consent to Scale collecting, using, storing, disclosing, and otherwise processing any Research Data that you choose to share with Scale, including without limitation any Research Data that may qualify as “biometric” data or “sensitive” data under applicable laws, for all purposes identified in this Agreement.

1. **How this information is shared.** Scale will share Research Data with Scale's customers, who will use the Research Data for the purposes described in Section 4 below. Scale may also share Research Data among its affiliates, and with Scale's licensees, partners, contractors, and third-party service providers (including Research Administrator) (together with Scale, "**Scale Parties**"), or as required by law, consistent with the terms of this Agreement and applicable data protection laws. Scale Parties may include human annotators and reviewers that have been engaged to listen to, transcribe, and review Research Data for purposes of developing, testing, troubleshooting, and improving Scale's products. Please note that these human annotators and reviewers may access and review Recordings at locations or on computing environments that are not controlled by Scale but such human annotators and reviewers are under contractual restrictions with Scale limiting their use of the Recordings. Scale may also share Research Data in presentations and publications related to Scale's research and product development activities. These presentations and publications may be made publicly available, in which case Scale will take measures to avoid revealing your name in such presentations and publications, but your voice and image may be publicly shared.
2. **How this information is used.** Scale Parties may use Research Data for: (a) conducting the Research and undertaking related research and analysis, which may involve editing, translating, labelling, modifying, anonymizing, or aggregating Research Data, or using it to validate or train algorithms and artificial intelligence ("**AI**") models; (b) authoring reports and papers and creating presentations regarding Scale's research and product development activities; (c) developing, creating, improving, providing, or advertising commercial products or services, including by validating or training algorithms or AI models; (d) conducting future research studies and activities (such as validation, and training of algorithms and AI models); (e) performing other business obligations related to the Research, such as fulfilling any compliance obligations; and (f) publicly disclosing or distributing the Research Data, including by licensing Research Data to the public and research partners.
3. **Privacy.** If you have questions or concerns, if you want to withdraw from the Data Collection, or if you want to have your personally identifiable data deleted from Research Data or withdraw your agreement to processing your personally identifiable data in Research Data, please contact [audio-data-delete@tryoutlier.com](mailto:audio-data-delete@tryoutlier.com). The subject of your email should be "Request to Delete Audio Donation" and your email should include enough information so that Scale can identify the Research Data collected from you (if applicable). If you request that your personally identifiable data be deleted from Research Data, this data will be deleted as soon as reasonably practicable, unless otherwise prohibited by applicable law or legal process. You may contact your local data protection authority if you have concerns regarding your privacy rights under local law.
4. **Ownership of Research Data, Products and Feedback.** You may, but are not required to, provide Scale Parties with feedback, ideas, suggestions, or opinions related to the Scale Parties' technology, products, and services ("**Feedback**"). As between you and Scale, you agree that Scale AI, Inc. solely owns all right, title and interest in and to the Research Data and Feedback, including all intellectual property rights therein, and you hereby assign to Scale AI, Inc. all right, title and interest (including all intellectual property rights) you may own or possess in the Research Data, Products or Feedback, and, to the extent permitted under applicable law, you waive any non-assignable rights you may have therein in favor of Scale. Subject to your rights under applicable privacy and data security laws (if any), to the extent you retain any right, title, or interest in the Research Data, Products, or Feedback, you hereby grant Scale AI, Inc. a perpetual, worldwide, transferable, sublicensable, royalty-free right and license to use, distribute, reproduce, modify or otherwise create and use derivative works from, disclose, and publicly perform/display such items, irrevocably and in all formats and media existing now or in the future, subject to your consents under this Agreement with respect to your personal information. You further waive any right to approve the Research Data or any future use of the Research Data, any right of publicity or image in the Research Data, and any right to enjoin or otherwise impair Scale's use of the Research Data or Feedback.
5. **Use and disclosure of Confidential Information.** The following are confidential to Scale: (i) the Research, the Products, the Research Data, and any Feedback; (ii) the non-public Scale Parties products or technology, hardware, software, products (whether released, prototype, or experimental), services, and information accessed, received, or observed by you directly or indirectly in connection with the Research; and (iii) information, materials, inventions, work product, and other contributions provided, created, or developed by you (alone or jointly with others) in connection with the Research (collectively, "**Confidential Information**"). Confidential Information does not include any information that (a) becomes publicly available without breach of this Agreement, (b) is previously known to you before receipt from a Scale Party, or (c) is received from a third party who did not wrongfully acquire or disclose such information. You may use Confidential Information only as necessary to perform your obligations under this Agreement. You will maintain as confidential, and will not disclose, share, or use (except in furtherance of the Research as provided in this Agreement), any and all Confidential Information. Scale does not grant to you any ownership of, or license or other rights in, Confidential Information. Upon Scale's request, you will promptly return or destroy all tangible materials embodying Confidential Information in your possession.

- 6. Additional representations, warranties and covenants.** You represent and warrant that: (a) you have the right and authority to enter into this Agreement and to grant to Scale the rights granted in this Agreement; and (b) any materials that you provide or cause to be provided to Scale as part of the Research (including any images or video recordings) will not infringe, misappropriate, or violate the intellectual property rights, privacy or publicity rights, or any other rights of any third party. By entering into this Agreement and participating in the Research, you agree to: (i) comply with the terms of this Agreement; (ii) comply with the Research procedures, including instructions from Scale staff; (iii) provide accurate and complete information about yourself; and (iv) engage with the Research in good faith and in an honest and transparent manner. You acknowledge that you are engaging in the Research as an independent contractor to Scale and that no employment, agency, partnership, or similar relationship is entered into with Scale. You warrant that your acceptance of any compensation from Scale in connection with the Research is in compliance with all applicable laws and you are not a citizen or permanent resident of a country or territory that is subject to U.S. comprehensive trade sanctions (e.g., Cuba, North Korea, Iran, Sudan, and Syria, as such list may be amended) or EU or UK sanctions. You further warrant that you are not currently listed on any U.S. or non-U.S. restricted parties or sanctions list.
- 7. Release.** To the extent permitted by applicable law, on behalf of yourself and your heirs, executors, administrators and assigns, you hereby irrevocably assume all risks and fully and forever release and discharge Scale Parties from any and all claims, liabilities, damages, demands, rights of action or causes of action, of any kind or character, present or future, known or unknown, anticipated or unanticipated, in law or in equity, including attorneys' fees, resulting from, arising out of or relating to, your participation in the Research or use of Products. In furtherance of your intent to waive unknown claims, you hereby waive all rights and benefits under California Civil Code Section 1542 which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her would have materially affected his or her settlement with the debtor or released party." You understand that you are waiving all unknown and unsuspected claims, even those claims that if known by you before signing this Agreement would have caused you not to use Products, not participate in the Research, or not sign or otherwise agree to this Agreement.
- 8. Limitation of liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SCALE PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS) ARISING OUT OF OR RELATED TO ANY ASPECT OF THE RESEARCH OR THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT AND TORT), EVEN IF A SCALE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WITH THE EXCEPTION OF SCALE'S OBLIGATION TO COMPENSATE YOU (IN THE AMOUNT AGREED UPON BY YOU AND SCALE), THE AGGREGATE MAXIMUM LIABILITY OF THE SCALE PARTIES RELATED TO ALL ASPECTS OF THE RESEARCH, USE OF PRODUCTS, OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, RESTITUTION, OR OTHERWISE, SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500).
- 9. Miscellaneous.** This Agreement will be binding upon and will inure to the benefit of the parties' heirs, successors, and/or assignees and will be governed by the law of California (excluding conflict of laws rules). In the event of a dispute arising from or relating to the activities contemplated by this Agreement, the parties consent to the exclusive jurisdiction of the U.S. District Court for the Northern District of California or a state court located in Santa Clara County. This Agreement constitutes the parties' entire agreement on the subject matter hereof, and supersedes all prior understandings, agreements, and discussions, whether written or oral. It may only be modified in writing signed by both parties. References to "include", "includes" and "including" shall be deemed to be followed by the words "without limitation." If any provision of this Agreement is held unenforceable, such provision shall be enforced to the extent enforceable and the remaining provisions will continue in full force and effect. In the event of any conflict or inconsistency between this Agreement and the Scale Terms of Service or the Scale Data Policy, this Agreement will prevail, including with respect to our use of the Research Data, to the extent of such conflict or inconsistency. All of Scale's rights and obligations under this Agreement are freely assignable by Scale to any other person or company without restriction and without obtaining your approval. Scale's failure to enforce any provision shall not constitute a waiver of Scale's right to subsequently enforce such provision.

**ACCEPTED & AGREED:**

**1. Agreement to Terms**

I have read and understand this Agreement, and hereby agree to all its terms, including the terms governing Scale's collection, use, storage, disclosure, and other processing of Research Data as described therein (including sensitive

personal data, biometric information and/or biometric identifiers as defined by applicable law). I agree to participate in the Research in accordance with this Agreement.

Participant's Name:

Signature:

Date: May 18, 2025

Email:

1. Consent to Processing

I further confirm that I have read, understand, and consent to the collection, use, disclosure, storage, and other processing of Research Data as described in Sections 2-4 above and acknowledge that this may include data with special protections under applicable law, including without limitation any Research Data that may qualify as "biometric" data or "sensitive" data under applicable laws. I confirm that I am not located in or a resident of Illinois, Texas, or Washington.

Participant's Name:

Signature:

Date: May 18, 2025

Email: