

## **VOICE USAGE AGREEMENT - VIBE.AI**

This Voice Usage Agreement ("Agreement") is entered into by and between Vibe.AI, a platform focused on voice cloning for entertainment and accessibility purposes, and the individual providing their voice ("Provider").

### **1. GRANT OF RIGHTS**

The Provider grants Vibe.AI a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and distribute the Provider's voice in connection with Vibe.AI's platform for the purposes of entertainment and accessibility. This grant includes, but is not limited to, the right for Vibe.AI to create voice models, clones, or any derivative works using the Provider's voice, which may be accessed and utilized by other users of the platform. These users will have the ability to interact with the Provider's voice within the scope of Vibe.AI's services, including using the voice for entertainment purposes such as voiceovers, audio tracks, or simulated speech. Additionally, Vibe.AI may use the Provider's voice to enhance accessibility features, allowing individuals with special needs to communicate more effectively through speech synthesis or voice cloning. The Provider understands that their voice may be part of the evolving AI systems developed by Vibe.AI and consents to its use in training, development, and improvement of the platform's capabilities. However, the voice will not be used for any illegal activities or in a manner that violates the Provider's rights, including their rights to privacy and publicity.

### **2. USAGE RESTRICTIONS**

Vibe.AI agrees to use the Provider's voice exclusively for the purposes outlined in this Agreement, specifically limited to entertainment and accessibility functionalities on the Vibe.AI platform. The voice will be used in a manner consistent with Vibe.AI's stated goals, which include enhancing user experiences by providing innovative AI-driven voice interactions and improving accessibility features for individuals with disabilities or special needs. The Provider's voice will not be exploited for commercial advertisements outside of the platform's scope, nor will it be sold, licensed, or otherwise transferred to third parties without explicit written consent. Vibe.AI further commits to ensuring that the voice is not used in any manner that could harm the Provider's reputation, infringe upon their privacy or publicity rights, or be involved in any unlawful or unethical activities, such as voice imitation for fraudulent purposes. The platform will take all reasonable measures to prevent misuse of the Provider's voice, including securing its storage and usage with appropriate data protection measures.

### **3. TERM**

This Agreement shall commence on the date both parties have signed and agreed to its terms. The initial term of this Agreement shall last for a period of 3 years from the date of execution. During this period, Vibe.AI will have the right to use the Provider's voice as outlined in the Agreement. Upon the expiration of the 3-year term, the Agreement may be extended for additional terms based on mutual agreement by both parties. Renewal negotiations will take place no less than 30 days prior to the expiration of the current term. Should no agreement be reached by the end of the 3-year term, all rights granted under

this Agreement will cease, and Vibe.AI will take necessary steps to remove the Provider's voice from the platform, barring any legal or contractual obligations to retain copies for archival purposes.

#### **4. COMPENSATION AND BENEFITS**

The Provider may gain a number of intangible benefits from contributing their voice to the Vibe.AI platform, including enhanced visibility and potential recognition within the growing field of AI voice applications. Vibe.AI may feature the Provider in marketing materials, showcase the voice within demo products, or promote the Provider's voice in other ways that align with the platform's mission. These promotional efforts are intended to highlight the Provider's involvement in advancing cutting-edge AI technologies and helping to make entertainment and accessibility solutions more inclusive. While Vibe.AI is committed to ensuring that the Provider's contribution is recognized, this Agreement does not entitle the Provider to any financial compensation unless specifically agreed to in a separate, written addendum. In the absence of such an addendum, all contributions of the Provider's voice shall be considered voluntary and in exchange for the stated benefits.

#### **5. TERMINATION**

Either party reserves the right to terminate this Agreement by providing 30 days' written notice to the other party. Should the Provider choose to terminate the Agreement, Vibe.AI agrees to remove the Provider's voice from its platform within 60 days of receiving the termination notice. During this 60-day period, Vibe.AI may continue to use the Provider's voice as previously agreed but will begin the process of discontinuing its usage and removing it from all future versions of the platform. In the case of Vibe.AI initiating termination, the same process and time frame will apply. Termination of this Agreement does not absolve either party from any prior obligations incurred under the Agreement, and both parties agree to work together in good faith to ensure a smooth and respectful termination process. Any promotional materials featuring the Provider's voice that are already in circulation at the time of termination will be handled appropriately, either by discontinuation or by agreement of the parties.

#### **6. CONFIDENTIALITY**

Both parties acknowledge that during the course of this Agreement, they may have access to confidential and proprietary information concerning the other party's business operations, technical systems, or creative processes. Vibe.AI agrees to maintain the confidentiality of any proprietary information shared by the Provider, including any voice recordings or personal data provided for the purpose of creating the voice model. Likewise, the Provider agrees to keep confidential any non-public information regarding Vibe.AI's platform, including software algorithms, voice cloning technologies, and business strategies. Neither party shall disclose or use the other party's confidential information for any purpose outside the scope of this Agreement without prior written consent. This confidentiality obligation shall remain in effect for the duration of the Agreement and for a period of two years following its termination, except in cases where disclosure is required by law or mutual agreement is reached.

## **7. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Vibe.AI is headquartered and operates. The parties agree that any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts in this jurisdiction. Both parties acknowledge that they have had the opportunity to review and understand the governing laws applicable to this Agreement and agree to comply with all relevant legal and regulatory requirements. In the event of a conflict or dispute arising under this Agreement, the parties will endeavor to resolve the matter through good faith negotiations. If an amicable resolution cannot be reached, the parties agree to submit the matter to binding arbitration in accordance with the applicable laws of the jurisdiction, unless otherwise specified or prohibited by law. The interpretation and enforcement of this Agreement shall be based on the specific laws of the jurisdiction, and any legal remedies sought shall be consistent with those laws.

## **8. ACKNOWLEDGEMENT**

By signing below, the Provider acknowledges that they have carefully reviewed the terms and conditions set forth in this Agreement and fully understand their rights, obligations, and commitments under the Agreement. The Provider confirms that they have had the opportunity to seek independent legal counsel if desired and voluntarily agree to the terms without any coercion or undue influence. The Provider further acknowledges that Vibe.AI has provided clear explanations of how their voice will be used, the scope of the platform's services, and any potential benefits or limitations of participation. By signing this Agreement, the Provider grants Vibe.AI the rights described herein and consents to the usage of their voice for the specific purposes of entertainment and accessibility on the Vibe.AI platform. The Provider agrees that their signature signifies their consent to all terms and that they are legally bound by this Agreement.