

# MIMIK USER AGREEMENT

## IMPORTANT—READ CAREFULLY

**This End-User Agreement (EULA) is a legal agreement between YOU (either an individual, a legal entity or any affiliated companies or other entities) and Team 6, Inc. as the licensor for MIMIK products specified in the Clause (each a “Party” and collectively “Parties”). The EULA authorizes You to use MIMIK under the terms and conditions set forth below. Read this EULA carefully before installing or using MIMIK.**

By installing, copying, or otherwise using the MIMIK you acknowledge that YOU: (1) Have read and understood this EULA and any third party license (including any other source software licenses) set forth below or made available for your review as specified in Article 6 (“Additional Resources”); and (2) agree to be bound by all the terms and conditions of this EULA and such additional terms. Furthermore you confirm that you have the power to make such a declaration also for your company. You further agree that if any agreement that if Team6 or any licensor of Team6 is required to engage in any proceeding, legal or otherwise, to enforce their rights under this EULA, MIMIK shall be entitled to recover from you, in addition to any other sums due, reasonable attorney’s fees, cost and disbursement unless otherwise agreed in a separate writing between the parties. If you do not agree to all the terms and conditions of this EULA. You are not entitled to install or use MIMIK.

## Article 1 - Parties

This agreement is agreed between

1. the individual user of MIMIK
2. The organization responsible for the user
3. Team6 Company

## Article 2 - Services

Team 6 hereby agrees to provide a reliable web application that will allow users to clone their own voice. It will establish this through recording the user's voice, processing the recorded input, converting it into text, selecting a desired voice from the set of data, converting the text into

speech, and viewing spectrograms. Moreover, the user will be able to login, register, and use and share the model they create.

## Article 3 - Scope of Use

### 1.1 Permitted Uses

1. Install and store Products on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period;
4. Move the Software in the licensed configuration to a replacement computer;

### 1.2 Uses Not Permitted

1. Sell, rent, lease, sublicense, lend, time-share, assign, or use Products for Commercial ASP Use or service bureau purposes;
2. Distribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
3. Reverse engineer, decompile, or disassemble Products;
4. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
5. You may not attempt to gain unauthorized access to any portion or feature of the Mimik site, or any other systems or networks connected to the site, or through any of the services offered on or through the Mimik site, by hacking, password “mining” or any other illegitimate means. You may not probe, scan or test the vulnerability of the site or any network connected to the site, nor breach the security or authentication measures on the site of any network connected to the Mimik site.

## Article 4 - Your Content and Conduct

1. If you have a Mimik account, you may be able to create and share your models. If you choose to share your private voice model to the Mimik website, you agree to share some rights with Mimik. These include that Mimik reserves the right to add your model to the list of public models that can be used by any Mimik user.
2. You also grant other users of Mimik a worldwide, non-exclusive, royalty-free license to access your content through the service, and to use that content. For clarity, this license does not grant any rights or permissions for a user to use your content with malicious intents.
3. Our Service enables you to post, link, save, distribute, and otherwise make certain material public, including audio comprising voice that you may capture and upload ("Content"). You are solely responsible for the Content that you upload or otherwise make available on or via

the Service, including its legality, dependability, and appropriateness. By uploading or posting Content on or through the Service, you represent and warrant that: the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license set forth in these Terms, and that posting your Content on or through the Service does not violate any person's or entity's privacy, publicity, copyright, contract, or other rights. We retain the right to cancel your account if we discover that you have violated any of the aforementioned representations and warranties. We accept no responsibility and assume no liability for any Content uploaded or posted on or via the Service by you or any other party. However, by posting Content on or via the Service, you grant us a permanent right and license to use, alter, perform, display (where applicable), reproduce, and distribute such Content.