

(This document is an English translation of the original version for reference purposes only. The original version is written in the Japanese language.)

VoiSona Voice Library Registered Service Terms of Use

1. Definitions

The following words and terms shall have the meanings set forth below when they are used in these Terms.

- (1) “Company” means Techno-Speech, Inc.
- (2) “Terms” means the “VoiSona Voice Library Registered Service Terms of Use.”
- (3) “Service” means the Voice Library Registered Service provided by the Company.
- (4) “Customer” means a legal entity that made an application to use the Service in accordance with the procedures prescribed by the Company after agreeing to the Terms, whose application has been accepted by the Company.
- (5) “Agreement” means the agreement formed between the Company and the Customer regarding the use of the Service in accordance with the provisions of Article 4.
- (6) “VoiSona” means the software or service(s) named “VoiSona” (including updated, upgraded and modified versions) provided by the Company.
- (7) “Voice Library” mean statistical model data and related parameters for creating synthetic voice waveforms on VoiSona.
- (8) “Registered Voice Library” means the Voice Library for which the Customer has rights and is registered as VoiSona’s contents through the use of the Service.
- (9) “Synthesized Voice” means any audio output, including synthesized voice waveforms, generated by using a Registered Voice Library on VoiSona.
- (10) “User” means an individual or a legal entity who registered as a user in accordance with the provisions in Article 4 of “VoiSona Terms of Use,” which are separately set forth by the Company on the use of VoiSona.

2. Application of Terms

- 1 The Terms shall apply to the use of the Service provided by the Company.
- 2 The Terms shall set forth the contractual relationship between the Company and the Customer regarding the use of the Service.
- 3 The Customer shall agree to accept and comply with the Terms at the point in time when they apply to use the Service in accordance with the Company’s prescribed procedures.

3. Changes in Terms

- 1 The Company may change or add provisions to the Terms in the following cases:
 - (1) When the changes in or additions of provisions are in the general interest of the Customer;
 - (2) When the changes in or additions of provisions do not violate the purpose of the Agreement, and

are rational in light of the need and reasonableness of the changes and the circumstances involved in the content of changes and other changes;

- 2 In changing the provisions pursuant to the preceding paragraph, the Company shall set the effective date of the amended Terms and give notice of the changes in Terms, the content of the changes, and the date they take effect using methods prescribed by the Company, such as posting the information on the Company's website.
- 3 If the company changes or adds provisions to the Terms, all matters related to the Service shall be governed by the updated Terms.

4. Formation of Agreement

An agreement concerning the user of the Service (hereinafter "Agreement") shall be formed between the Company and the Customer at the time the written agreement (hereinafter "Written Agreement") is signed by the Company and the Customer in accordance with the procedures prescribed by the Company.

5. Content of Service

- 1 The Company shall register the Voice Libraries for which the Customer has rights as VoiSona's contents. The Company shall provide a service whereby a portion of income earned by allowing Users to use the Registered Voice Libraries will be returned to the Customer as royalty during the Voice Library Registered Period.
- 2 Registration of Voice Libraries
 - (1) The Company shall register the Voice Libraries to which Customer has rights as VoiSona's contents.
 - (2) The sales prices of Registered Voice Libraries shall be determined separately between the Company and the Customer.
 - (3) The Company may reduce the sales prices of Registered Voice Libraries or offer them free of charge in the cases (a) to (c) below as part of promotion to Users. However, in the case of (a) and (c), the Company may act without obtaining the Customer's consent.
 - (a) Discount the sales price for a time period and at a discount rate set by Company at its own discretion (hereinafter "Entire Voice Library Sale");
 - (b) Discount the sales price for a time period and at a discount rate set by the Company and the Customer through negotiation (hereinafter "Individual Voice Library Sale");
 - (c) A free trial period at any time set by Company (only once per User, for a maximum of one (1) month).
 - (4) The Company shall make Registered Voice Libraries available for use on the latest version of VoiSona by modifying, copying, or adapting Registered Voice Libraries when VoiSona is updated, upgraded, or modified.
- 3 Royalty Payment
 - (1) The Company shall pay the Customer as royalties a portion of the revenue earned from Users'

use of the Customer's Registered Voice Libraries during the Voice Library Registered Period.

- (2) The royalty payment shall be the amount calculated in accordance with the calculation method given in the Written Agreement.
- (3) Royalty when the Company carries out "Entire Voice Library Sales" or "Individual Voice Library Sales" or offers a free trial period to Users is handled as follows:
 - (a) Entire Voice Library Sales
The amount calculated by the calculation method given in the Written Agreement shall be paid as the royalty.
 - (b) Individual Voice Library Sales
From the amount calculated by the method given in the Written Agreement, the amount resulting after subtracting by the same amount multiplied by the discount rate set for the individual sale shall be paid as the royalty.
 - (c) Offering of Free Trial Periods
No royalties will be paid during free trial periods.
- (4) The Company shall report to the Customer the amount of royalties each quarter calculated using the method set forth by the Company by the 20th of the month following the last month of the quarter.
- (5) The Company shall pay royalties to the Customer by bank transfer to the bank account designated by the Customer by the last day of the month following the end of the quarter. The Company shall bear the bank transfer fee.
- (6) The Company shall have no obligation to pay royalties to the Customer if no revenue is generated from a Registered Voice Library as a result of no fees charged to Users for the Registered Voice Library during the Voice Library Registered Period.

4 Voice Guidelines

- (1) The Company shall set forth the term for the User's use of Registered Voice Libraries in "VoiSona Terms of Use" (including the use of Synthesized Voices; the same shall apply hereafter in this section).
- (2) The Customer may set for voice guidelines as terms for the use of Registered Voice Guidelines, provided they do not conflict with the VoiSona Terms of Use.
- (3) The Company shall display the voice guidelines forth set by the Customer to the User, together with the VoiSona Terms of Use, as the terms to be complied with by the User.
- (4) If the Customer does not set forth voice guidelines, the terms for using a Registered Voice Library shall be as set forth in the Terms.
- (5) If there is any conflict between the provisions of the voice guidelines set forth by the Customer and provisions of the VoiSona Terms of Use, the provisions of the VoiSona Terms of Use shall take precedence. The provisions of the voice guidelines set forth by the Customer shall be valid to the extent that they do not conflict with the provisions of the VoiSona Terms of Use.

5 Commercial Use Guidelines

- (1) Notwithstanding the provisions of Article 7, the Customer may establish commercial use

guidelines specifying that Users must obtain separate permission from the Customer and pay the Customer a commercial use license fee as compensation for the permission to commercially use Synthesized Voices.

- (2) In cases where the commercial use guidelines specify that Users must pay the Customer a commercial use license fee as compensation for the permission to use Synthesized Voices, the Customer and the Company shall negotiate in advance regarding the allocation amount (distribution rate) of the commercial use license fee, the timing of distribution, and the method of distribution, etc.

6. Registered Period and Agreement Period

- 1 The registered period of the Voice Library by the Service shall be 3 years from the date of the Voice Library registration.
- 2 During the period set forth in the preceding paragraph, the Customer may not cancel the Agreement.
- 3 If neither the Company nor the Customer makes a written statement for cancellation at least 1 month prior to the expiration of the registered period set forth in Paragraph 1, the registered period shall be renewed under the same conditions starting from the day after the expiration date, and the same shall apply thereafter.
- 4 The period of the Agreement shall be from the date of concluding the Agreement until the expiration of the Voice Library Registered Period.

7. License

The Customer shall grant the Company a license concerning the use of the Service as follows:

- (1) Use of Registered Voice Libraries as VoiSona's contents by the Company;
- (2) License by the Company for Users to use Registered Libraries as VoiSona's contents;
- (3) Use of Synthesized Voices by the Company or the User;
- (4) Ability by the Company to modify, reproduce, adapt, or use Registered Voice Libraries in other ways for the purpose of making them available to use on the latest version of VoiSona.

8. Re-entrustment

The Company may re-entrust all or part of its business relating to the provision of the Service to a third party.

9. Warranties

- 1 The Customer shall guarantee that they own the copyrights, neighboring rights, and other intellectual property rights to Registered Voice Libraries, and that the Company's or the User's use of Registered Voice Libraries and Synthesized Voices does not infringe on the copyrights, neighboring rights, or other intellectual property rights of a third party.
- 2 The Customer shall guarantee that they have the legitimate right to grant license for use set forth in Article 8.

- 3 The Customer shall not exercise an author's moral rights or any other rights against the Company or the User as long as the Company's or the User's use of Registered Voice Library and Synthesized Voice is in accordance with the provisions of the VoiSona Terms of Use and Voice Guidelines.

10. Termination of Agreement

- 1 The Company or the Customer may immediately terminate the Agreement, in whole or in part, without notice or warning to the other party, if any of the following items applies to the other party:
 - (1) Payment is stopped due to dishonoring of self-drawn bills or checks;
 - (2) A petition for a seizure, provisional seizure, provisional disposition concerning the Agreement, or auction is filed, or when a disposition for tax delinquency is received;
 - (3) Bankruptcy or civil rehabilitation/corporate reorganization is filed;
 - (4) There is an attempt to dissolve or assign all or a significant part of its business to a third party;
 - (5) There is reasonable cause to believe that the assets or credit conditions has deteriorated or is likely to deteriorate;
 - (6) A major violation of the Agreement is deemed to have occurred.
- 2 The Company shall not be liable to the Customer at all for any damage suffered by Customer if the Company is unable to provide the Service to the Customer due to any of the reasons set forth in the preceding paragraphs.

11. Exemptions

- 1 The Company shall be liable for any damages to the Customer in the provision of the Service only when the Company is willfully or grossly negligent, with the exception of cases separately set forth in the Terms. The Company shall be liable only for ordinary damages (excluding special damages, lost profits, indirect damages, and attorneys' fees) actually and directly incurred by the Customer. The maximum amount shall be limited to the amount of royalties paid to the Customer for the most recent quarter.
- 2 The Company shall not be liable for any damage to the Company resulting from the Company's delay or inability to perform all or part of its obligations under the Agreement due to force majeure events (including, but not limited to natural disasters, wars, civil wars, epidemics, revision and enactment of laws and regulations, disposition by order of public authority, other labor dispute actions, and transportation accidents).

12. Release of Examples

The Company may, with the Customer's consent and without providing compensation, release the Customer's name, logo, trademark, artist or character names, logos, images, etc. as part of promotion of VoiSona or as examples of the use of the Service.

13. Maintenance of Confidentiality

- 1 The Company and the Customer shall treat the other party's technical, business, and other work-

related proprietary information and the content of the Agreement (hereinafter “Confidential Information”) known through the use of the Service as strictly confidential, and shall not disclose or cause or permit to be disclosed to any third party without the written consent of the other party, except for disclosure to the Company’s subcontractors.

- 2 Regardless of the previous paragraph, Confidential Information shall not include any of the following:
 - (1) Information that is already in the public domain or has become public domain due to reasons that cannot be attributable to oneself;
 - (2) Information already in the possession of one party when it is provided by the other party;
 - (3) Information that has been legitimately obtained from a third party without any obligation of confidentiality;
 - (4) Information that was independently developed or known without the use of Confidential Information.

14. Exclusion of Anti-Social Forces

- 1 The Company and the Customer shall guarantee that they do not and will not belong to any of the following: presently an organized crime group or an organized crime group member or an organized crime group member within the last 5 years, an associate member of an organized crime group, a company related to an organized crime group, a corporate extortionist, a socially branded racketeering organization, a politically branded racketeering organization or an organized intellectual crime group, or any other person or group equivalent to each of the preceding items. (collectively called “Organized Crime Group Member, Etc.”); nor that any of the following applies:
 - (1) Having a relationship with a company in which an Organized Crime Group Member, Etc., is deemed to control management;
 - (2) Having a relationship with a company in which an Organized Crime Group Member, Etc., is deemed to be substantively involved in management;
 - (3) Having a relationship that is deemed to use an Organized Crime Group Member, Etc., in an improper way, such as for the purpose of improperly profiting for oneself, one’s own company, or a third party, or for the purpose inflicting damage on a third party;
 - (4) Having a relationship that is deemed to involve providing funds, etc., or benefits to an Organized Crime Group Member, Etc.;
 - (5) Having a socially condemnable relationship with an Organized Crime Group Member, Etc., in which the Organized Crime Group Member, Etc., is an executive officer or substantially involved in management.
- 2 The Company and the Customer shall affirm they will not carry out any of the following acts themselves or by using a third party:
 - (1) Acts of violent demand;
 - (2) Acts of improper demand beyond the scope of legal responsibility;
 - (3) Acts involving threatening words or behavior or violence in connection with transactions;

- (4) Acts to damage the other party's credibility or obstruct its business by spreading false rumors, using deceptive means, or using force;
 - (5) Acts almost equivalent to acts in the preceding paragraphs.
- 3 If the Company or the Customer determines that the other party is an Organized Crime Group Member, Etc., or that any of the items of Paragraph 1 applies, or that any of items of the preceding paragraphs applies, or has made false declarations on any representations and warranties pursuant to Paragraph 1, the Company or the Customer may terminate the Agreement without any notice to the other party, regardless of whether or not there is any reason attributable to oneself.
 - 4 The Company and the Customer shall acknowledge and confirm to each other that they are not liable for any damages if the Agreement is terminated in accordance with the preceding paragraphs.

15. Survival Clause

Article 7 Paragraph 3, Article 9, Article 10 Paragraph 2, Article 11, Article 13, and Articles 15 through 18 shall remain in effect even after the termination of the Agreement.

16. Transfer of Contractual Status

The Customer may not assign, transfer, collateralize or otherwise dispose or his/her contractual status under the Agreement or his/her rights and obligations under the Agreement to a third party.

17. Governing Law and Jurisdiction

- 1 Any dispute pertaining to this Agreement shall be subject to the exclusive jurisdiction of the Nagoya District Court as the court of first instance.
- 2 The formation and validity of the Agreement and interpretation and implementation of any matter pertaining to the Agreement shall be governed by the laws of Japan.

18. Consultation

The Company and the Customer shall mutually consult with each other in accordance with the principle of good faith and legal provisions and attempt to reach an amicable settlement in the event of any dispute over matters not set forth in the Terms or dispute over stipulations of the Terms.

Supplemental provisions

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