

Deepdub Subscription Terms of Service

IMPORTANT: BY USING THE SERVICES (DEFINED BELOW) YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN PLEASE DO NOT USE THE SERVICES.

These Deepdub Subscription Terms of Service (“**Agreement**”) apply to the services provided by Deepdub (defined below), to customers (each, a “**Customer**”) who access, use or subscribe to Deepdub’s localization services and other services available online on a subscription basis via Deepdub’s website (“**Services**”). This Agreement constitutes a binding agreement between Customer and Deepdub. By subscribing to, accessing or using the Services in any way or manner Customer agrees to abide by, and be bound, by the Agreement. To view how we use Customer’s personal information, please read the Deepdub Privacy Policy available at <https://deepdub.ai/privacy/>.

Deepdub may unilaterally change or add to the terms of this Agreement at any time. In the event of a material change, Deepdub shall notify Customer via email or by means of a prominent notice on the Services. Customer should check the Services periodically and review changes to the Agreement at the following URL: <https://deepdub.ai/terms/>. By continuing to use the Services following such modifications, Customer agrees to be bound by such modifications. Changes to the Agreement shall not apply to projects already submitted for performance and paid for prior to such change.

“**Deepdub**” shall be defined as follows: (i) for Customers registered in the USA, Deepdub Inc.; and (ii) for Customers registered anywhere else in the world, Deepdub Ltd; provided, however, that if Customer has an existing agreement in place covering its use of the Platform or API (each as defined below), then “Deepdub” shall mean the counterparty bound by such agreement.

1. Services.

1. Deepdub will provide Customer with the Services based on Deepdub’s proprietary localization solution. Customer may order localization assignments or related information by submitting text, audio (which may include uploaded or live-recorded voice samples), video, or other compatible content (“**Inputs**”) and receive or export the resulting data and/or dubbing files created as part of the Services (“**Deliverables**”), subject to Customer’s applicable Subscription Package (as defined in Section 4 below). As part of the Services, Deepdub shall grant Customer with access to its online platform (the “**Platform**”) or its application programming interface with related tools and documentation (the “**API**”) that developers or integration partners can use within their owned or controlled software applications or systems (“**Application**”) to access and interface with the Platform.
2. If Customer uses the free version of the Services, then the following shall apply, notwithstanding anything to the contrary herein: (i) the Deliverables are owned by Deepdub and Customer is granted a royalty-free, non-sublicensable license to use the Deliverables internally solely for testing and not for any commercial use; (ii) Deepdub may cease providing the freemium access and Services at any time, at its sole discretion and without any prior notice; (iii) Deepdub may place its logo and a short disclaimer or statement on the Deliverables and Customer may not remove or obscure such materials; (iv) Deepdub shall not be required to retain the

Deliverables for any retention period; and (v) Deepdub's aggregate liability shall not exceed \$500.

2. **License to Platform and API; Usage Limitations.**

1. Subject to the terms and conditions of this Agreement, Deepdub grants to Customer a non-exclusive, non-transferable (except as permitted under Section 14) license during the term of this Agreement to access and use the Platform and API (together, "**Properties**") in connection with the Services solely for Customer's internal business purposes. Customer may only permit authorized users to access and use the features and functions of the Platform under this Agreement. All rights not expressly granted to Customer in this Agreement are reserved by Deepdub.
 2. Customer will not, and will not permit any authorized user or other party to:
(a) allow any third party to access the Properties except as expressly allowed in the Subscription Package; (b) modify, adapt, alter or translate the Properties; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Properties for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Properties; (e) interfere in any manner with the operation of the Properties or the hardware and network used to operate the Properties; (f) modify, copy or make derivative works based on any part of the Properties; (g) access or use the Properties to build, improve, or enhance a similar or competitive product or service; (h) attempt to access the Properties through any unapproved interface; (i) create any script or other automated tool that attempts to create multiple API keys; (j) use the Properties in a manner that, as determined by Deepdub in its discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or inconsistent with any part of the documentation (including any applicable call limitations); (k) imply inaccurate creation, affiliation, sponsorship or endorsement of Customer or the Application or (l) otherwise use the Properties in any manner inconsistent with applicable law. Customer bears responsibility to obtain any telecommunications or computer hardware or software required to access the Properties.
 3. Customer's Application may make automated calls or other data requests to or through the Platform ("**Calls**"). Deepdub may limit the number of Calls that Customer may send to the Platform. Deepdub may use technical measures to prevent over-usage and stop usage of the API by an Application after any usage limitations are exceeded or suspend Customer's access to the API with or without notice to Customer in the event Customer exceeds any such limitations.
- ## 3. **Warranties and Representations.**
- Each party hereby warrants and represents that it is authorized to enter into this Agreement. Customer warrants and represents that: (i) it has all rights and has obtained all permits, consents and authorizations, as required in order to provide Deepdub with the Inputs it provides herein and for the performance of the Services and creation of the Deliverables, including without limitation the dubbing of the videos

and audio files or text and use of the voices provided by Customer and synchronization of the dubbing into the videos; (ii) Customer's Inputs comply with all applicable laws and do not include any content or material that is infringing, defamatory, obscene, pornographic or racist. Deepdub may remove or block from the Services any content it suspects or believes, at its sole discretion, to be illegal, infringing, obscene, defamatory, pornographic, or racist, in violation of this Agreement or otherwise objectionable, without prior notice; Customer waives any claim in respect of such removal. Deepdub may, without liability, refuse or cease to provide Services if it finds that the Inputs are not of the necessary technical standard to enable Deepdub to perform its work.

4. **Payment.** In consideration for the Services and rights to the Deliverables, Customer shall pay Deepdub the fees set forth in the package selected on Deepdub's online portal or in a statement of work entered into with Deepdub, such online portal or statement of work as the case may be shall be defined as "**Subscription Package**". Unless otherwise set forth in the Subscription Package, Customer shall pay all fees in advance for each subscription period and all payments shall be recurring for the renewing subscription period, unless terminated as permitted herein. The fees are exclusive of VAT, sales tax or other taxes, which will be borne by Customer (except for taxes on Deepdub's income).
5. **Confidential Information; Personal Information.** During the term of the Agreement each party may have access to certain non-public or proprietary information or materials of the other party (the "**Recipient**" and the "**Discloser**", respectively), whether in tangible or intangible form ("**Confidential Information**"). Without derogating from the foregoing, information regarding Customer's production shall be deemed as Customer Confidential Information and the information regarding Deepdub's technology and methods of performing the Services shall be deemed as Deepdub Confidential Information. Confidential Information will not include information or material which the Recipient can demonstrate: (a) was in the public domain at the time of disclosure by Discloser to the Recipient hereunder; and/or (b) became part of the public domain after disclosure by Discloser to the receiving party hereunder, through no fault of the Recipient; (c) was in the Recipient's possession at the time of disclosure by the Discloser hereunder, and was not subject to prior continuing obligations of confidentiality by the Recipient to Discloser; (d) was rightfully disclosed to the Recipient by a third party having the lawful right to do so; and/or (e) was independently and rightfully developed by the Recipient without (direct or indirect) use of, or reliance upon, Discloser's Confidential Information. In the event that Recipient is required to disclose Confidential Information of Recipient pursuant to any law or governmental or judicial order, Recipient will promptly notify Discloser in writing of such law or order and reasonably cooperate with Discloser in opposing such disclosure or obtaining such other protective measures. In any event, such disclosure made pursuant to this paragraph will be made solely to the extent required by such law or order (as the case may be). Recipient will use Discloser's Confidential Information solely for the purpose of performing its obligations and/or exercising its rights under this Agreement and will not disclose Confidential Information to any third party, except to its employees that have a need to know such information and that are bound by obligations at least as protective as provided herein. Recipient will take measures at a level at least as protective as those taken to protect its own confidential information of like nature, but in no event less than a reasonable level, to protect Discloser's Confidential Information. Recipient will promptly

notify Discloser in writing in the event of any actual or suspected unauthorized use or disclosure of any Discloser Confidential Information.

6. **Ownership.**

1. The Inputs and, subject to Section 1.2, the Deliverables (except for any Deepdub IPR therein) shall be owned by Customer upon full payment to Deepdub. Customer hereby grants to Deepdub a non-exclusive right and license to: use the Inputs to prepare the Deliverables or as otherwise necessary for the performance of the Services hereunder. To the extent Deepdub incorporates any voices from Deepdub's voice bank into the Deliverables ("**Voices**"), Deepdub grants to Customer a non-exclusive right and license to use and copy such Voices solely as and to the extent embedded in a Deliverable (in no event on a standalone basis).
2. Deepdub's solution and methods of performing the Services, the Voices used for the dubbing and creation of the Deliverables (except to the extent that such voices are supplied by Customer as Inputs), proprietary tools, software, methods or methodologies, systems, know-how, concepts, ideas, technology, information, materials, techniques, expertise, equipment, workflows, processes, the machine learning and artificial intelligence training and algorithms used to create the Deliverables, the Platform, the API, Deepdub Confidential Information together with any related software, technology, algorithms, processes, designs, hierarchies, user interfaces, and all improvements, enhancements and derivatives of any of the foregoing and all intellectual property rights thereto ("**Deepdub IPR**") are exclusively owned by Deepdub and/or its licensors. All feedback and suggestions provided to Deepdub regarding the Services or the Platform shall be deemed Deepdub IPR. This Agreement does not convey to Customer any right, title or interest in the Deepdub IPR.

7. **Indemnification.**

1. Deepdub shall defend Customer against any third-party claim or demand alleging that the Properties infringe the intellectual property rights of a third party (for the purposes of this Section, "**Deepdub Indemnifiable Claim**"). Deepdub shall indemnify and hold Customer harmless against any damage, loss or liability arising from a Deepdub Indemnifiable Claim and finally awarded in judgment or agreed in settlement.
2. Customer shall defend Deepdub against any third-party claim or demand: (i) by any person filmed or mentioned in the videos; (ii) in respect of the Inputs provided by Customer, including without limitation claims related to moral rights, copyrights, privacy claims or the right to publicity or performers rights; (iii) alleging that any Deliverable, or Customer's use thereof, infringes any rights of any third party or trigger any payment obligation (except to the extent that such claim or demand arises from Deepdub IPR) (for the purposes of this Section, "**Customer Indemnifiable Claim**"). Customer shall indemnify and hold Deepdub harmless against any damage, loss or liability arising from a Customer Indemnifiable Claim and finally awarded in judgment or agreed in settlement.
3. The indemnified party shall: notify the indemnifying party of a Deepdub Indemnifiable Claim or Customer Indemnifiable Claim (each a "**Claim**"), as applicable, promptly after becoming aware thereof; render full control over the

defense and settlement of the Claim to indemnifying party; and provide reasonable assistance in the defense at indemnifying party's expense.

8. **Disclaimer.** EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. DEEPDUB DOES NOT WARRANT THAT THE DELIVERABLES WILL SOUND EXACTLY LIKE THE DUBBED ACTOR.
9. **Limitation of Liability.** EXCEPT FOR CLAIMS ARISING FROM BREACH OF CONFIDENTIALITY, THE INDEMNIFICATION OBLIGATION HEREIN OR MISAPPROPRIATION OF DEEPDUB'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR LOSS OF DATA. EXCEPT FOR CLAIMS ARISING FROM BREACH OF CONFIDENTIALITY AND THE INDEMNIFICATION OBLIGATION HEREIN, DEEPDUB'S AND/OR ITS AFFILIATE'S AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO DEEPDUB HEREIN DURING THE TWELVE (12) MONTHS PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
10. **Disclaimer.** EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. DEEPDUB DOES NOT WARRANT THAT THE DELIVERABLES WILL SOUND EXACTLY LIKE THE DUBBED ACTOR.
11. **Term and Termination.** This Agreement shall be in force for the term set forth in the Subscription Package, which will renew automatically unless stated otherwise in the Subscription Package or if either party elects to notify the other party in writing of its decision not to renew the subscription. Each party may terminate this Agreement in the event of breach by the other party upon thirty (30) days' notice, unless the breach is cured during the notice period. Upon termination or expiration of this Agreement each party shall immediately delete or return, at Discloser's discretion, all Confidential Information of the Discloser. Notwithstanding the termination or expiration of this Agreement, Sections 2-14 shall survive and remain in effect in perpetuity. Unless otherwise stated in the Subscription Package, Deepdub shall retain the Deliverables for thirty (30) days following termination or expiration of the Agreement in order to enable Customer to request the files again, and after said period Deepdub may delete the Deliverables.
12. **Publicity.** Deepdub may use the Customer's name and logo on its website and presentations in order to refer to this engagement and to Customer as Deepdub's customer. If requested by Deepdub and provided that Customer has sufficient rights, Customer shall grant Deepdub a perpetual, royalty-free license to use a scene from the video work and a

part of the Deliverables for marketing of the Services and in presentations and demos to prospective customers and investors with reasonable accreditation to Customer, which may be made public only after public launch of the Deliverables or Customer's written approval.

13. **Force Majeure.** Each party shall be excused from performance hereunder to the extent that it is prevented from performing any services or obligations pursuant hereto as a result of delays caused by the other party or an act of God, war, terrorism, civil disturbance, court order, governmental action or inaction, laws, orders or regulations, or other cause beyond its reasonable control.
14. **General.** (i) This Agreement and the Subscription Package is the entire agreement between Customer and Deepdub in respect of the subject matter herein and this Agreement shall not be modified except as provided herein; (ii) This Agreement shall be construed and governed in accordance with the laws of and be subject to the exclusive jurisdiction of: (A) if Customer has an existing agreement in place covering its use of the Platform or API, and the counterparty bound by such agreement is (1) Deepdub Inc., then the State of Delaware, USA and the federal and state courts of Delaware, USA, and if the counterparty is (2) Deepdub Ltd, then the State of Israel and the competent courts of Tel Aviv-Jaffa, Israel, and otherwise (B) for Customers registered in the USA, the State of Delaware, USA and the federal and state courts of Delaware, USA; and (C) for Customers registered anywhere else in the world, the State of Israel and the competent courts of Tel Aviv-Jaffa, Israel, and in each case, each party hereby submits itself to the exclusive jurisdiction of these courts; (iii) neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement to any third party without the prior written consent of the other party. Any unauthorized assignment will be void and of no force or effect. Notwithstanding the foregoing, Deepdub may assign and transfer all of its rights and obligations herein in connection with a merger, consolidation, reorganization or sale of all or substantially all of its assets; (iv) Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Customer and Deepdub, any rights, remedies or other benefits under or by reason of the Agreement; (v) No failure or delay by either party in exercising any right, power or remedy shall operate as a waiver thereof. Waivers must be explicit and in writing; and (vi) Deepdub and Customer are independent contractors for all purposes with respect to this Agreement.