

## END USER AGREEMENT

This End User Agreement ("EUA") forms an integral part of the accompanying Order Form ("Order Form"). The Order Form and the EUA shall collectively be referred to as this "Agreement". In the event of a conflict between this EUA and the applicable Order Form, the Order Form shall prevail. This Agreement is entered into on, and made effective as of the Effective Date specified in the Order Form ("Effective Date"). You expressly acknowledge and agree that you, on behalf of yourself and/or your organization ("You" or "User"), are entering into a legal agreement with the D-ID entity listed in the applicable Order Form ("D-ID") (You and D-ID, each, a "Party" and collectively, the "Parties"), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this Agreement. For the avoidance of doubt, any rights and obligations of D-ID hereunder may be executed by any D-ID entity.

You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

### 1. Engagement and Right of Use.

- 1.1. D-ID is the developer and owner of image animation software technology for creating and/or interacting with video animations and/or virtual agents and/voice cloning (the "Software"). User wishes to engage with D-ID to receive a right to use the applicable D-ID product which uses the Software, as set forth in the Order Form (the "D-ID Product"), in order to make use of the D-ID Product solely for Commercial Use (as defined below) and, if such use is expressly determined in the Order Form, in order to make the D-ID Product available to User's customers as a managed services provider, solely as part of User's product (the "User Platform" and "Managed Services", respectively). The "D-ID Product" as incorporated into the "User Platform" shall be referred to as the "Integrated Product".
- 1.2. Subject to the terms and conditions hereunder, D-ID hereby grants User a limited, worldwide, royalty-free, usage-fee based, non-exclusive and non-transferable (except in a permitted assignment as set forth in Section 16 below) right of use during the Term (as defined below) solely to make Commercial Use of the D-ID Product.
- 1.3. If User purchases the right to use Managed Services, then D-ID hereby grants User a limited, worldwide, royalty-free, usage-fee based, non-exclusive and non-transferable (except in a permitted assignment as set forth in Section 16 below) right during the Term to (a) incorporate the D-ID Product into the User Platform and (b) directly and indirectly market and distribute the D-ID Product to User's customers, but solely as incorporated within the Integrated Product and (in each of (a) and (b) above) solely under Managed Services to be provided by User and in connection with User's existing line of business as at the Effective Date. It is made clear that User shall not allow any of its customers to make use of the D-ID Product for providing its own customers with Managed Services.
- 1.4. Notwithstanding the foregoing, in case an applicable D-ID Product is the *Creative Reality Studio*, it is hereby clarified that the use of such D-ID Product pursuant to this EUA by User and/or User's customers (as applicable) is subject to additional terms and conditions with respect to such D-ID Product, which are located at <https://www.d-id.com/studio-end-user-license-agreement/> ("Studio Terms"), provided that in the event of a conflict between this EUA and such Studio Terms, this EUA shall prevail.
- 1.5. Notwithstanding the foregoing, but subject to Section 13.2 below, it is hereby clarified that User and/or User's customers (as applicable) shall own all proprietary rights in and to the Animations (as defined below), and shall be entitled to resell such Animations to any third party and/or use the Animations for any commercial use subject to the terms of this Agreement.
- 1.6. In this Section 1, "Commercial Use" shall mean the use of the D-ID Product for the purpose of creating and reselling Animations and/or any derivative work using the Animations to a third party.

1.7. Applicative Data (as defined in our Privacy Policy linked below) submitted by you for processing in connection with the D-ID Product would be processed using the Software in accordance with your submission parameters (as specified in the Software and/or any related documentation) and our Privacy Policy, which is available at <https://www.d-id.com/privacy-policy/>.

## 2. Fees and Payment Terms.

- 2.1. Unless provided otherwise in the Order Form, in consideration for the right of use granted to User hereunder, User shall pay D-ID the fees specified in the Order Form.
- 2.2. Unless otherwise stated, all payments made hereunder shall be made in United States Dollars, and without any right of set-off or deduction. All fees paid are nonrefundable, except in case of termination pursuant to Sections 3.2 or 3.3 below. Overdue payments shall accrue interest of one and a half percent (1.5%) per month. All fees payable by User are exclusive of all taxes, including sales, use, excise or value added taxes and withholding taxes where applicable. User shall pay all taxes and duties associated with this Agreement, excluding taxes on D-ID's net income.
- 2.3. All payments hereunder shall be made by User within fifteen (15) days from receipt of an undisputed invoice from D-ID.
- 2.4. User shall be entitled to request from D-ID an upgrade of the purchased right of use ("**Upgrade Request**"). Upon acceptance of such Upgrade Request by D-ID, and subject to signature of an applicable Order Form and to payment of the applicable fees for the upgrade (as provided by D-ID), which shall be pro-rated with respect to the remaining part of the applicable Annual Period (defined below) as of the Upgrade Request date, D-ID shall implement such upgrade ("**Upgrade**").

## 3. Term and Termination.

- 3.1. This Agreement shall be effective upon the Effective Date and shall continue for a period of twelve months thereafter (the "**Initial Period**"). Each twelve month period commencing on the Effective Date and/or on any anniversary thereof shall be referred to as an "**Annual Period**". The Agreement thereafter, shall automatically renew for successive Annual Periods (each an "**Additional Period**" and together with the Initial Period, the "**Term**"), unless either party provides the other party with thirty (30) days' written notice prior to the end of each applicable Additional Period of its intent not to renew this Agreement.
- 3.2. Notwithstanding the foregoing, this Agreement may be terminated by either party on written notice if the other party:
  - (i) materially breaches the terms of this Agreement, and such breach (to the extent it is capable of cure) is not cured or remedied within thirty (30) days after written notice of the breach is given to the breaching party; and/or
  - (ii) shall become insolvent, cease doing business as a going concern, make an assignment for the benefit of its creditors, or admit in writing its inability to pay debts, or if proceedings are instituted by or against it in bankruptcy, under insolvency laws, or for receivership or dissolution, provided such proceedings are not dismissed within thirty (30) days of their commencement.
- 3.3. Any termination and/or expiration of this Agreement shall also terminate the rights of use granted hereunder and User shall cease all use, marketing and/or distribution of the D-ID Product. User (and its customers) may continue to use all text and/or images and/or videos and/or audio created via the D-ID Product (collectively, "**Animation(s)**") prior to the effective termination of this Agreement and which have already been downloaded by User and/or its customers, indefinitely. Sections 4, 6, 7, 8, 10, 13, 15 and 16 (inclusive) herein shall survive termination of this Agreement.

4. **Understandings and Warranties.** Each party represents and warrants that: (a) it has full power and authority to enter into and fully perform its obligations under this Agreement; and (b) it will perform its obligations hereunder with reasonable skill and care. When User is providing Managed Services, User hereby agrees to procure its customers' compliance with the terms of this Agreement by making the D-ID Product available to its customers subject to end user agreements which shall include substantially similar terms to those set forth herein, including the terms in

Section 4, 7, and 8 hereunder, and shall ensure that the User's customers agree to comply with the Studio Terms (if applicable). User will be fully liable towards D-ID for any damage actually caused to D-ID, from non-compliance of User and/or User's customers with such terms with respect to the D-ID Product and/or the Studio Terms (if applicable). User shall obtain all necessary consents, right and/or licenses (including paying any applicable royalties), if any, to use images and/or text and/or audio and/or video, provided by User and/or its customers ("User Materials" or "Input") for the creation of the Animations in the Integrated Product and/or otherwise via the D-ID Product, and/or the development of new driver videos by D-ID (when applicable). User warrants that: (i) it has the necessary rights to provide such User Materials and to use them in the Integrated Product and/or as otherwise provided herein, and (ii) it will follow D-ID's [Pledge For Ethical Use](#) when providing any User Materials and/or Input. D-ID shall not be liable for any claims of any kind (including copyright, publicity and/or privacy rights) made by any third party against D-ID in connection with the use of Animations in the D-ID Product or in connection with User Materials provided by User and/or its customers to D-ID and/or otherwise in connection with this Agreement. User will provide the User Materials in accordance with the Image Guidelines provided in [Exhibit A](#) attached hereto. User will not use the Animations for religious, pornographic, fake news, or for any unethical purposes. D-ID may allow, at its absolute discretion, to use the Animations for political use, provided that: (i) such use shall be subject to D-ID's individual internal review and approval process, (ii) the relevant Animation will include visible Watermarks at prominent position, and (iii) D-ID may request to cease such use at any time, and User undertakes to cease such use immediately upon receiving D-ID's notice.

In addition, User agrees to mark the Animations in a way that will indicate their synthetic nature in a manner preapproved in writing by D-ID. It shall be clarified that D-ID shall have no rights in and to the User Platform (excluding the D-ID Product), Animations or to any other User images, videos or other User customer information. It is clarified that once created, each Animation is stored securely on servers available to User for 24 to 48 hours, after which it is automatically deleted. It is the responsibility of User to download the Animation to their file storage within such period.

5. **Additional Warranties by D-ID.** D-ID represents and warrants that: (i) it owns all rights, title and interest in and to the Software and the D-ID Product; (ii) by entering into this Agreement D-ID is not in violation of the terms or conditions of any contract or other agreement to which it may be a party, and that there are no restrictions or limitations, contractual, statutory or otherwise which prevent or restrict it from fulfilling all its obligations under this Agreement, and/or granting the rights herein; (iii) to the best of its knowledge, the Software, the D-ID Product and the use thereof by User hereunder does not and will not infringe or violate any intellectual property right or any other right of any third party; (iv) it shall assure reasonable efforts to ensure that the Software and the D-ID Product do not include any viruses, trojans, backdoors or malicious code; (v) it has no knowledge of any claim, suit or threatened claim or suit against it alleging that the Software and/or the D-ID Product violates or infringes any intellectual property or rights of any other person or entity; and (vi) the Software and the D-ID Product do not contain any open source software that would restrict User's ability to protect its proprietary interests in the User Platform or other products or service in any manner or requires, or purports to require (a) any User intellectual property (other than the open source software itself) be disclosed or distributed in source code form or be licensed for the purpose of making derivative works; (b) any restriction on the consideration to be charged for the distribution of any User products or services; (c) except for standard attribution obligations, the creation of any obligation for User with respect to User's intellectual property owned by User, or the grant to any third party of any rights or immunities under User intellectual property; or (d) any other limitation, restriction or condition on the right of User with respect to its use or distribution of any User intellectual property. Additional information regarding D-ID's security measures is available at: <https://www.d-id.com/faqs/>.
6. **Warranty Disclaimer.** EXCEPT AS EXPRESSED OTHERWISE HEREUNDER, THE D-ID PRODUCT AND SOFTWARE IS PROVIDED TO USER "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND. EXCEPT AS SET FORTH IN SECTION 4 AND 5 ABOVE, D-ID AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, TO THE

MAXIMUM EXTENT POSSIBLE BY LAW. D-ID DOES NOT WARRANT THAT THE D-ID PRODUCT AND SOFTWARE OR ANY SERVICES WILL MEET USER'S OR ANY CUSTOMER'S REQUIREMENTS AND UNLESS OTHERWISE AGREED WITH US IN WRITING OR AS PART OF YOUR RIGHT OF USE, D-ID DOES NOT MAKE ANY COMMITMENT OF UPTIME OR AVAILABILITY, INCLUDING (UNLESS EXPRESSLY AGREED OTHERWISE) IN THE EVENT OF A DISASTER OR BUSINESS CONTINUITY.

7. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. THE ENTIRE LIABILITY OF EITHER PARTY UNDER OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO FEES ACTUALLY RECEIVED BY D-ID FROM USER HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO BRINGING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO A PARTY'S BREACH OF, OR LIABILITY UNDER, SECTIONS 4, 8 AND/OR 13.

8. **Indemnification.**

8.1. User agree to defend, indemnify and hold harmless D-ID, its affiliates, and its respective officers, directors, employees and agents, and subcontractors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from User's and/or User's customers' and/or users' violation of any third party right, including without limitation any copyright, property, or privacy rights. This indemnity is subject to D-ID providing User with written notice of the claim and allowing User sole control of the defense and/or settlement thereof.

8.2. D-ID agrees to defend, indemnify and hold harmless User from and against any and all third party claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from any suit or claim that the Software, the D-ID Product and/or D-ID intellectual property infringes or misappropriates the intellectual property of any entity or person, except to the extent such infringement or misappropriation is due to the User Platform and/or the Integrated Product. This indemnity is subject to User providing D-ID with written notice of the claim and allowing D-ID sole control of the defense and/or settlement thereof.

9. **Support.** D-ID shall provide updated API documentation (where applicable) and all reasonably required support services (including bug fixes) to User in connection with the Software and the D-ID Product. D-ID shall provide Updates (defined below) to the Software and the D-ID Product at no extra cost to User and shall use reasonable efforts to provide improvements in quality and resolution to User as they become available. User shall provide first tier support to its customers and D-ID shall provide second tier support to User. All Software Upgrades shall be provided to User subject to additional fees which shall be mutually agreed by the parties in writing on a case-by-case basis. "**Updates**" means any routine changes or modifications of the Software functionality, that D-ID makes generally available to its customers at no additional cost, once available. "**Software Upgrades**" means any new functionalities and/or major improvements to the D-ID Product. Updates and Software Upgrades adopted by User shall all be deemed an integral part of the Software and the D-ID Product for all purposes hereunder.

10. **AI Interactions**

10.1. The Software and/or Animations may feature an AI-based system, that may allow you to interact with the Integrated Product and/or Animation by way of a text-based or verbal conversation, designed to provide you information and answer your questions by means of generated output ("**Responses**"). Responses are based and generated on patterns and data, including based on Input and/or other User Materials submitted by you via the Software, and it does not have the ability to make independent decisions.

10.2. Accordingly, you understand and acknowledge that when accessing and using the Integrated Product: (i) you may be exposed to Responses from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such Response, (ii) you may be exposed to Responses that are

inaccurate, offensive, indecent, or objectionable, and (iii) that the Responses are generated automatically and do not constitute professional, legal, medical, financial, or any other type of advice. "**Intellectual Property Rights**" means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

- 10.3. WITHOUT DEROGATING FROM SECTION 6 ABOVE, IN NO EVENT WILL D-ID BE LIABLE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANY OF THOSE RECEIVING SERVICES FROM YOU IN WHATEVER FORM, IN RELIANCE ON THE D-ID PRODUCT IN GENERAL OR ANY RESPONSES SPECIFICALLY OR FOR ANY CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND YOU HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU MAY HAVE AGAINST US WITH RESPECT TO THE ABOVE. FURTHERMORE, DUE TO THE NATURE OF MACHINE LEARNING AND OTHER FACTORS, WE CANNOT GUARANTEE THAT OUR SOFTWARE AND/OR THE D-ID PRODUCT WILL ALWAYS PRODUCE THE RESPONSES YOU INTENDED, AND WE REMIND YOU THAT ANY RESPONSES CAN SOMETIMES BE MISLEADING, WRONG AND/OR CONTAIN ERRORS OR MISREPRESENTATIONS.
- 10.4. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, IT IS HEREBY CLARIFIED THAT ANY RESPONSE CONTAINING MEDICAL INFORMATION IS NOT PROVIDED BY ANY LICENSED MEDICAL CARE PROVIDER, NOR BY ANYONE WITH ANY EXPERTISE IN DIAGNOSING, EXAMINING, OR TREATING MEDICAL CONDITIONS OF ANY KIND. YOU UNDERSTAND THAT ANY INVESTMENT IS SUBJECT TO A NUMBER OF RISKS. THE RESPONSES DO NOT PROVIDE TAX, LEGAL, INSURANCE, SAFETY OR INVESTMENT ADVICE. YOU ALONE ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY STRATEGY OR ACTION IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR OBJECTIVES AND PERSONAL SITUATION.
- 11. Additional Services.** When you opt-in to our Insight Service (as defined in the Order Form and if applicable to the D-ID Product), you instruct and agree, with respect to such Insight Service, to (i) the collection, usage, storage, analysis and processing of Applicative Data, which may include (but not limited to) usage information (e.g. transcripts and timestamps, metadata of Input and Agents and Customer feedback), (ii) D-ID analyzing usage patterns, providing personalized recommendations, conducting research to understand user preferences and (iii) the possible utilization of third parties in connection with such Insight Service in accordance with Section 14 below.
- 12. Suspension.** D-ID reserves the right to suspend the right of use in the D-ID Product, if you fail to comply with any of the provisions of this Agreement and/or your use of the D-ID Product could cause risk or harm to D-ID or any third party, subject to D-ID providing a prior written notice (email will suffice). If D-ID suspect or become aware of such a breach or risk, D-ID may, in addition to any other remedy set forth herein, block your use of your account(s). If you wish to file an appeal with D-ID following your account suspension, you may do so by contacting support@d-id.com.
- 13. Confidentiality, Intellectual Property and Use Restrictions.**
- 13.1. Each party ("**Recipient**") has received (including prior to the Effective Date), may receive or have access to certain non-public, confidential and/or proprietary information of the other party ("**Discloser**"), including trade secrets and other information related to the products, software, feedback, technology, data, know-how, inventions, customers or business of the other party, whether written or oral, and any such other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive, as well as the business terms of this Agreement ("**Confidential**

**Information**"). "Confidential Information" shall exclude information that (a) is or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (b) is rightfully known by the Recipient at the time of disclosure without an obligation of confidentiality; (c) is rightfully obtained by the Recipient from a third party without restriction on use or disclosure; (d) was independently developed by the Recipient, without any use of the Confidential Information of the Discloser; or (e) was required by law to be disclosed to a governmental or regulatory authority, provided however that the Recipient promptly notifies the Discloser in writing of such, limits the disclosure to the extent permitted under law and exercises reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the disclosure. The Recipient shall: (i) keep confidential, not disclose or otherwise make available to any third party, and not use for purposes beyond the scope of this Agreement, any Confidential Information of the Discloser, without the prior written consent of the Discloser; and (ii) use at least the same degree of care that it uses to protect its own confidential information (but in no event less than reasonable care). Notwithstanding the foregoing, the Recipient may disclose Discloser's Confidential Information to its officers, directors, employees, and agents who need to know such information solely to permit Recipient to exercise its rights and obligations hereunder, but only if each such officer, director, employee and/or agent is bound by confidentiality obligations at least as restrictive as the terms of this Agreement, and provided that Recipient shall be liable to Discloser for any breach of said confidentiality obligations by Recipient's employees or agents. Upon termination of this Agreement, or upon the other party's request, each party undertakes to promptly return to the other party, or destroy (if requested in writing), any Confidential Information belonging to the other party. Notwithstanding the foregoing, either party may disclose this Agreement to its advisors, accountants, investors and/or acquirers, in connection with a due diligence investigation of such party, provided that such advisors, accountants, investors and/or acquires are subject to confidentiality obligations.

- 13.2. The intellectual property and proprietary rights of any nature in the D-ID Product and Software (including any derivatives, enhancements and improvements thereto) as well as any feedback provided by User to D-ID in connection with the D-ID Product and Software (including in relation to the development thereof) including all of the rights or title to and ownership of all copyrights, trademarks, trade secrets, patents, and all other intellectual property embodied in the D-ID Products and Software including any improvements or enhancements to the D-ID Products and/or Software are and shall remain the exclusive property of D-ID and/or its service providers. The intellectual property and proprietary rights of any nature in the User Platform (including any derivatives, enhancements and improvements thereto) as well as any feedback provided by D-ID to User in connection with the User Platform are and shall remain the exclusive property of User. Except as expressly set forth herein, nothing in this Agreement should be construed as transferring any aspects of a party's rights to the other party or any third party.
- 13.3. User shall not, and shall not permit any of its customers or any third party to, directly or indirectly: (i) use the D-ID Product or Software, except as expressly permitted herein; (ii) distribute, or otherwise make available to any third party, stand-alone copies of the D-ID Product or Software; (iii) remove, alter, or obscure any copyright, trademarks, trade names, logos, and other proprietary rights notices of D-ID (or its service providers) contained on or within the D-ID Product or Software; (iv) transfer, use, rent, lease, lend, sell, sublicense, assign, distribute, publish, pledge, or export the D-ID Product or Software in violation of any applicable laws or regulations of any government or governmental agency; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the D-ID Product or Software; (vi) modify or create derivative works of the D-ID Product or Software; (vii) publish, display, make available to the public or make public performance, without D-ID's prior written approval, impressions, evaluations, notes or recommendations from the use of D-ID Product and/or Software; or (viii) use any portion of the D-ID Product or Software to create a software product that is the same or substantially similar to the D-ID Product or Software.

**14. Third Parties.** Portions of the D-ID Product include software that D-ID uses under rights granted



by third parties and/or services provided by third parties, which may be subject to separate terms and conditions imposed by such third parties. It is hereby clarified that such third party terms will not derogate from D-ID's obligations towards you hereunder.

**15. Publicity.**

- 15.1. User may use the name or logo of D-ID in any publicity or advertising material in a manner mutually agreed to in advance and in writing by the parties. User agrees to permit D-ID to publish User's name and logo on D-ID's website and in D-ID's marketing materials, and/or the name or logo of User's partners and/or customers who will use the Animations (when applicable) and state that User or their partners and/or customers is a User of the D-ID Product. User hereby represents and warrants that it has the right to grant the right of use in this Section 15.1.
- 15.2. If applicable, User shall include in the Integrated Product and on its website a reasonably prominent notice that the Integrated Product includes software owned by, or made available by, D-ID. User shall ensure that any publications by User regarding the Integrated Product, such as press releases and blog posts, state that D-ID is the developer of the Software in the Integrated Product and shall use best efforts to request such mention in any press releases, articles or media relating to the Integrated Product published by a third party with the cooperation of the User. In the event that User makes a publication that omits the mention of D-ID and is alerted to this fact by D-ID, User shall make its best efforts to cure this by issuing an amendment of the publication.

- 16. Miscellaneous.** The parties acknowledge that D-ID is providing services as an independent contractor and no other relationship, including partnership, joint venture, or employment, is intended by this Agreement. If you are residing within the United States, this EUA shall be governed by the laws of the State of Delaware and all disputes arising out of this EUA shall be subject to, and each party hereby consents to, the sole and exclusive jurisdiction of the competent courts located in Delaware. If you are residing outside the United States, this EUA shall be governed by the laws of the State of Israel and all disputes arising out of this EUA shall be subject to, and each party hereby consents to, the sole and exclusive jurisdiction of the competent courts located in Tel Aviv, Israel. Any principles of conflict of laws provisions shall not apply hereto. The United Nations Convention for the International Sale of Goods shall not apply. Notwithstanding the foregoing, D-ID may seek injunctive or other equitable relief in any jurisdiction in order to protect its intellectual property rights. Neither party may assign this Agreement except with the prior written consent of the other party, which shall not be unreasonably withheld or delayed, provided that such consent shall not be required for assignment to a purchaser of the majority of the assets or equity securities of either party. This agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or representations, either oral or written with respect to the subject matter of this Agreement. D-ID reserves the right, at D-ID's discretion, to modify this EUA at any time. Such modification(s) will be effective 10 days following posting of the modified EUA in: <https://www.d-id.com/EUA/> (the modified EUA will not be posted on or via the Software), and User's use of any part of the Software and/or Animations thereafter means that User accepts those modifications. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right. All requests under this Agreement shall be delivered by email to [operations@d-id.com](mailto:operations@d-id.com). All communications will be sent to the addresses specified in the Order Form.

**Exhibit A**

**1. If the D-ID Product is the *Speaking Portraits* Product:**

Guidelines for images to be processed by the *Speaking Portraits* Product:

1. Minimum face size 150x150 px.
2. The boundaries between the head and the image's edge should be of at least 30% margin (from all sides). In case there are not enough margins, the process will automatically add black padding around the image.
3. Head pose: frontal.
4. Avoid face occlusions, wearables and accessories in the head and neck areas.
5. Good image quality (not dark, blurry, or noisy).
6. Preferably solid background color.
7. Preferably no facial hair (beard and mustache).

**2. If the D-ID Product is the *Live Portraits* Product:**

D-ID will deliver its Live Portrait technology via a REST API, enabling the animation of still images, based on predetermined video “drivers” provided by D-ID. The animated video output resolution will be 512x512 px, cropped around the head area, compressed into a MP4 format.

Once the API documentation and credentials are delivered, D-ID will escort and advise User's development process for a period of up to 2 weeks.

2a. Guidelines for images to be processed by the *Live Portrait* Product:

2.a.1 Minimum requirements:

1. Minimum face size 100x100 px.
2. The boundaries between the head and the image's edge should be of at least 10% margin (from all sides). In case there are not enough margins, the process will automatically add black padding around the image.
3. Head pose: frontal + up to +/- 20 degrees yaw & roll and +/- 15 degrees pitch.
4. No face occlusions.
5. Reasonable image quality (not dark, not blurry or noisy).

2.a.2 Best practice:

The following guidelines are not mandatory but are strongly recommended in order to produce better looking results. Best results are achieved for “passport like” images.

1. Minimum face size 150x150 px.
2. Image head-boundaries should be of at least 30% margin (from all sides).
3. Head pose: frontal + up to +/- 15 deg yaw & roll and +/- 10 deg pitch.
4. Avoid face occlusions, wearables and accessories in the head area, including eyeglasses.
5. Solid background color.
6. Neutral facial expression or closed mouth.
7. Minimum facial hair (beard and mustache).

**2b. Guidelines for Driver videos creation (if applicable):**

Filming best practices	
Lighting	Indoor- Daylight Unified lighting: no shadows and no light reflections
Frame rate	15 - 30 FPS (affecting linearly on processing time)
Head pose	Frontal pose + up to +/- 25 deg for yaw & roll, and up to 15 deg for pitch



Background	Static and solid color background
Occlusions	No face occlusions, including eyeglasses or hair over the face
Facial Hair	Preferably no beard and mustache
Margins	Margins from the head to the frame boundaries should be at least 30%
Position	Locate the head in the center of the frame where the whole upper body is captured - from the chest to the hair
Facial expressions	Soft and gentle expressions, it is recommended to not expose teeth at this stage
Camera location	The camera should have a static position and remain stable during the entire film, preferably at the same height of the driver's nose
Resolution	Preferably FullHD-1080p while the driver's face size is ~25% of the frame
Drivers amount	Recommended to film several different persons, males and females, well spread with different age and face shape, in order to let the algorithm choose wisely the best matched driver for each puppet
Infinite loop	In case it's relevant, make sure to strictly limit the driver's movements including eyes-blinking at the first second and the last second of the video. That way it could be seamlessly reversed to the exact beginning position, and started over again, repeatedly, unlimited times.

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***Last Updated: July 2024***