

# Proto Addendum A – Avatar Ownership and Rights Clearance

Version 2.0 | Effective [•], 2026 | Supersedes Addendum A – Avatar Ownership (January 2025)

This Addendum A (the "Addendum") supplements and forms part of the agreement between Proto Inc. ("Proto") and the client or customer identified in the applicable order form, master services agreement, or statement of work ("Client"). This Addendum addresses ownership of avatars, digital renderings, and digital media content, and the separate and independent obligation to obtain rights clearance for the persons, brands, and works depicted in that content. Capitalized terms not defined here have the meanings given in the underlying agreement or in the Proto AI Avatars and Personas Supplemental Terms (the "AI Supplement").

## 1. Ownership of Avatars and Digital Media

**1.1 Client ownership.** As between Proto and Client, Client owns the AI avatars, digital renderings, and digital media content created by Proto for Client's benefit or incorporating Client's confidential information, together with the Client-specific configuration of any Persona built on those assets, subject to Sections 1.2 through 1.4 and to Client's payment of all amounts due.

**1.2 Proto and third-party retained rights.** Client's ownership does not extend to, and Proto and its licensors retain all right, title, and interest in, (a) Proto software, platforms, devices, firmware, and cloud services; (b) generative models, model weights, voice engines, speech-recognition systems, and rendering technology; (c) avatar and voice identifiers, platform-hosted avatar records, and provider-side assets created or maintained by a third-party avatar or voice provider; (d) templates, stock assets, and pre-existing materials of Proto or its licensors; and (e) all improvements to the foregoing.

**1.3 Provider platform dependency.** Certain avatars and voices are generated and hosted by third-party providers and remain subject to those providers' terms, moderation policies, retention practices, and availability. Client's ownership of an avatar as between Proto and Client does not create rights against, or obligations of, any third-party provider, and does not guarantee that a provider will continue to host, generate, export, or make available the avatar or voice.

**1.4 Aggregate and operational data.** Proto retains all right, title, and interest in usage metadata, credit and billing records, security and support records, and aggregated or de-identified data derived from operation of the services, provided that Proto does not use live Persona conversation audio, live transcripts, generated Persona responses, or live conversation history to train Proto-owned models.

## 2. Ownership Does Not Equal Rights Clearance

**2.1 Independent obligation.** Any ownership or license rights granted to Client in an avatar, digital rendering, digital media content, Persona, or Output do not by themselves grant or confirm rights in any person's name, image, likeness, voice, performance, privacy, publicity, trademark, copyright, fictional character, brand, or other third-party rights. Ownership of an asset and the right to use that asset in a particular manner, territory, medium, or duration are separate matters.

**2.2 Client responsibility.** Client remains solely responsible for obtaining and maintaining all rights, permissions, consents, releases, and licenses required for Client's intended creation, deployment, commercialization, distribution, modification, and public or private use of any avatar, voice, likeness, or digital media content, including for interactive and synthetic-speech uses and for generated Outputs that were not reviewed or approved in advance.

**2.3 Consent materials are not clearance.** Proto's request for, receipt of, storage of, or reliance on a consent video or similar authorization material does not constitute legal advice, rights clearance, identity verification, biometric notice or release on Client's behalf, or confirmation that Client has secured rights adequate for Client's intended use. Client is responsible for confirming that each permission covers scope, duration, territory, media, commercial use, public deployment, interactive and generative use, revocation, and post-termination removal.

**2.4 Restricted subjects.** Client may not direct Proto to create, and may not deploy, an avatar or Persona depicting or imitating employees, executives, celebrities, public figures, deceased persons, minors, fictional or copyrighted characters, or third-party brands unless Client holds all required rights and permissions and the use complies with applicable law and provider policies.

**2.5 Revocation and removal.** If a depicted individual or rights holder revokes consent, or a provider requires removal, Client will promptly notify Proto and cease use of the affected asset. Proto may remove or disable the asset, and Client's ownership rights under Section 1 do not entitle Client to continued hosting, generation, or playback of a removed asset.

### **3. Warranties, Indemnity, and Term**

**3.1 Client warranty.** Client represents and warrants that it holds all rights, consents, and releases described in Section 2 and that the materials Client supplies to Proto for avatar creation do not infringe or misappropriate any third-party right and were obtained lawfully.

**3.2 Indemnity.** Client will defend, indemnify, and hold harmless Proto and its affiliates, officers, directors, employees, agents, contractors, and licensors from and against any claim, loss, liability, damage, fine, penalty, cost, or expense (including reasonable attorneys' fees) arising out of or relating to the likeness, voice, identity, brand, or underlying works depicted in any avatar or digital media content, or Client's deployment or commercialization of the same.

**3.3 Relationship to other terms.** This Addendum supplements the AI Supplement, the Proto Cloud Terms and Conditions, the Proto Media Services and End User License Agreement, and the Proto Software License Agreement. In the event of a conflict regarding ownership or rights clearance for avatars and digital media content, this Addendum controls; in the event of a conflict regarding operation of the AI Features, the AI Supplement controls.

**3.4 Survival.** Sections 1.2 through 1.4, 2, and 3 survive expiration or termination of the underlying agreement.