

Proto AI Avatars and Personas Supplemental Terms

Version 1.0 | Effective [•], 2026 | Proto Inc., 7111 Hayvenhurst Ave, Van Nuys, CA 91406

These AI Avatars and Personas Supplemental Terms (the "AI Supplement") govern Customer's access to and use of Proto's AI avatar, persona, conversational, voice, and related artificial intelligence features (collectively, the "AI Features"). This AI Supplement supplements, and is incorporated by reference into, the Proto Cloud Terms and Conditions, the Proto Media Services and End User License Agreement, the Proto Software License Agreement, the Proto Terms and Conditions, and any master services agreement, subscription agreement, or order form between Customer and Proto Inc. ("Proto") (collectively, the "Agreement"). Capitalized terms used but not defined in this AI Supplement have the meanings given in the Agreement.

BY ENABLING, CONFIGURING, PUBLISHING, DEPLOYING, OR USING ANY AI FEATURE, CUSTOMER AGREES TO THIS AI SUPPLEMENT. IF CUSTOMER DOES NOT AGREE, CUSTOMER MUST NOT USE THE AI FEATURES.

1. Scope and Application

1.1 AI Features. Proto may make available AI-powered avatar, persona, conversational, voice, and related features that allow Customer to create, configure, license, deploy, and play interactive digital experiences on Proto devices and through Proto Cloud. These features may use avatar assets, likeness materials, voice materials, consent materials, prompts, instructions, context, system prompts, microphone input, speech-to-text processing, large language model processing, text-to-speech processing, usage metadata, and other materials provided by Customer, Customer's users, or individuals interacting with Customer's deployed experience.

1.2 Application to end users. Customer is responsible for the acts and omissions of its personnel, affiliates, contractors, authorized users, and any individual who interacts with an AI Feature deployed by or on behalf of Customer, as if they were Customer's own acts and omissions.

1.3 Beta and evolving features. AI Features are provided on an evolving basis. Proto may add, modify, limit, suspend, or discontinue any AI Feature, model, provider, language, or capability at any time in accordance with the Agreement.

2. Definitions

2.1 "Avatar" means a digital character made available through the AI Features, whether generated from real video footage and voice samples of a natural person or from synthetic footage and voice, together with the associated avatar identifier, voice identifier, thumbnail, metadata, and license records.

2.2 "Persona" means a configuration created by Customer that combines a selected Avatar with a persona name, description, thumbnail, system prompt, context, model selection, and other settings, and that may be added to My Apps, installed on devices, and played through Proto Cloud or a Proto device.

2.3 "Customer Materials" means all content, data, prompts, instructions, system prompts, context, knowledge materials, names, descriptions, thumbnails, images, audio, video, likeness materials, voice materials, consent materials, avatar footage, API responses, end-user utterances, transcripts generated transiently during a session, generated text, generated audio, and other materials submitted, uploaded, routed, transmitted, or otherwise made available through the AI Features by or on behalf of Customer.

2.4 "Input" means Customer Materials submitted to or routed through an AI Feature, including prompts, context, microphone audio, transient transcripts, and avatar and voice materials.

2.5 "Output" means text, audio, speech, avatar performance, or other results generated by an AI Feature in response to an Input.

2.6 "Transient Session Data" means live audio, transient transcripts, generated text, generated audio, and related session data that is created, transmitted, transformed, cached, buffered, or processed during a Persona session but that Proto does not store as described in Section 4.

2.7 "Usage Metadata" means playback duration, active speaking duration, audio token usage, model completion counts, session metadata, device and account identifiers, credit records, provider usage counts, latency and provider status data, error logs, security logs, and support records.

2.8 "Customer-Directed AI Service" means any model, API endpoint, retrieval system, tool, or other external service selected and connected by Customer using Customer's own credentials, rather than an AI provider made available by Proto as part of the standard service.

2.9 "Consent Material" means a consent video or similar authorization material provided in connection with the creation or use of an Avatar depicting a natural person.

3. Persona Creation, Configuration, and Licensing

3.1 Customer responsibility for configuration. Customer is solely responsible for all prompts, instructions, context, knowledge materials, Avatar selections, voice and likeness materials, thumbnails, descriptions, Persona configurations, deployment settings, and public-space notices used with the AI Features, and for the accuracy, legality, and suitability of that content.

3.2 Public and private Avatars. Avatars may be made available on a public basis to all users of Customer's account or licensed on a private basis to specific users. Customer is responsible for administering Avatar availability, license assignments, and revocations through the Admin Dashboard, and for the downstream effects of those decisions on Personas, My Apps, and devices.

3.3 No rights beyond those granted. Customer receives no right, title, or interest in any Avatar, model, voice, or underlying technology except the limited rights expressly granted in the Agreement, the Proto Avatar Ownership Addendum, and any applicable order form.

4. Live Persona Processing, Storage, and Transient Content

4.1 Live processing. When a Persona is played, microphone audio or other user input may be captured and processed to recognize speech, generate a response, and synthesize spoken output through the selected Avatar. Personas may operate in always-listening or push-to-talk mode as configured by Customer.

4.2 What Proto does not store. For current Persona interactions, Proto does not store raw microphone audio, live conversation transcripts, generated Persona responses, or live conversation history.

4.3 What Proto does store. Proto may store Persona configuration data, prompts and context saved by Customer in Proto Cloud, Avatar and license records, Consent Materials, device and account identifiers, playback records, credit records, provider usage counts, session metadata, error logs, security logs, support records, and other Usage Metadata needed to provide, secure, support, meter, bill, troubleshoot, enforce, and improve the service.

4.4 Transient content. Customer acknowledges that, even where Proto does not store live conversation content, Transient Session Data may be temporarily created, transmitted, transformed, cached, buffered, or processed as necessary to operate the Persona and to route data among Proto systems and third-party AI providers. Section 4.2

is a statement of Proto's storage practice for the AI Features and is not a representation regarding the practices of any third-party AI provider.

5. Third-Party AI Providers

5.1 Authorization to process. Customer authorizes Proto, its affiliates, service providers, and subprocessors to access, process, transmit, transform, and return Customer Materials as reasonably necessary to provide the AI Features. Depending on the feature, this may include third-party providers for avatar generation, consent verification, speech-to-text, large language model processing, text-to-speech, hosting, security, moderation, analytics, metering, support, and abuse prevention. Current provider categories and core providers are identified in the Proto AI Provider and Subprocessor Notice, which Proto may update from time to time.

5.2 No provider no-training commitment. PROTO DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THIRD-PARTY AI PROVIDERS WILL REFRAIN FROM RETAINING, REVIEWING, MODERATING, USING, IMPROVING SERVICES WITH, IMPROVING MODELS WITH, OR TRAINING ON CUSTOMER MATERIALS. Third-party AI providers may process Customer Materials under their own applicable terms, privacy policies, data-processing terms, account settings, and service configurations. Any contrary commitment is effective only if expressly stated in a signed order form or written agreement executed by Proto.

5.3 Proto model-training statement. Proto does not use live Persona conversation audio, live transcripts, generated Persona responses, or live conversation history to train Proto-owned models. This statement does not limit or modify the rights of third-party AI providers under their applicable terms, and does not limit processing necessary to provide, secure, support, meter, troubleshoot, enforce, or comply with law regarding the service.

5.4 Proto-provided AI mode. Where Proto makes AI providers available as part of the standard service, Proto may select, configure, replace, update, or discontinue those providers from time to time. Availability, supported languages, latency, output quality, safety behavior, provider policies, credit consumption, and pricing may depend on third-party provider availability, third-party terms, model behavior, network performance, and service configuration.

6. Customer-Directed AI Mode

6.1 Connection of customer-selected services. Where Proto allows Customer to connect a Customer-Directed AI Service, Customer authorizes Proto to store the applicable credentials in encrypted form and to use those credentials to route Customer Materials to and from that service. Customer is responsible for selecting, configuring, securing, testing, maintaining, deleting, rotating, and monitoring the Customer-Directed AI Service and its credentials, and for ensuring that Customer's use complies with all applicable provider terms, privacy policies, data-processing terms, laws, and internal policies.

6.2 Customer-directed provider responsibility. Customer is responsible for all data use, retention, training, moderation, security, availability, rate limits, charges, Outputs, and legal consequences arising from a Customer-Directed AI Service. A Customer-Directed AI Service is not a Proto subprocessor, and Proto is not responsible for its acts, omissions, terms, security posture, or outputs.

6.3 Credentials. Customer must provide only API keys, tokens, endpoints, or credentials that Customer is authorized to use, and must revoke or rotate credentials when appropriate. Proto will store Customer-Directed AI Service credentials in encrypted form. Proto will not intentionally log full request or response payloads for Customer-Directed AI Service integrations, but may log metadata such as provider name, endpoint identifier,

timestamps, usage counts, latency, error codes, session identifiers, device and account identifiers, and credit-consumption records.

6.4 Credits still apply. Use of a Customer-Directed AI Service may still consume Proto credits for routing, playback, speech-to-text, text-to-speech, hosting, usage metering, support, or other Proto-provided functionality.

7. Avatar, Likeness, Voice, and Consent

7.1 Rights warranty. Customer represents and warrants that Customer has obtained and will maintain all rights, consents, permissions, licenses, and releases required to create, upload, submit, store, process, generate, synthesize, display, perform, distribute, commercialize, and use any Avatar, voice, likeness, name, image, video, persona, biography, or identifying attribute included in Customer Materials or used in an AI Feature. This includes rights for commercial use, public display, interactive use, synthetic speech, generated Outputs, deployment on Proto devices, and processing by Proto and its service providers.

7.2 Consent Materials are not rights clearance. Proto may require, obtain, store, or transmit Consent Material in connection with Avatar creation or use. Proto's receipt, storage, processing, or acceptance of Consent Material does not constitute legal advice, rights clearance, identity verification, biometric consent on Customer's behalf, or confirmation that Customer has obtained all rights required for Customer's intended use. Customer remains solely responsible for ensuring that all permissions cover Customer's intended scope, duration, territory, media, public or private deployment, commercial use, generated Outputs, revocation rights, and removal obligations.

7.3 No unauthorized impersonation. Customer may not create, configure, deploy, or use an Avatar or Persona that impersonates any person, falsely suggests sponsorship, endorsement, employment, affiliation, authorization, or identity, or uses a person's name, voice, image, likeness, or persona without explicit lawful permission. Without limiting the foregoing, Customer may not create or deploy Avatars or Personas based on employees, executives, celebrities, public figures, deceased persons, minors, fictional characters, copyrighted characters, or third-party brands unless Customer holds all required rights and permissions and the use complies with applicable provider policies.

7.4 Removal and revocation requests. If a depicted individual, rights holder, or provider revokes consent or requests removal, Customer must promptly notify Proto and cease use of the affected Avatar or Persona. Proto may remove or disable the affected Avatar, Persona, or Output.

8. End-User Notice and Public Deployments

8.1 Customer notice obligations. Customer is solely responsible for providing all notices and obtaining all consents required for Customer's deployment of the AI Features. Customer must notify end users that they are interacting with an AI-powered Persona and that their voice, audio, utterances, prompts, or other inputs may be processed by Proto and third-party AI providers.

8.2 Public and controlled environments. Customer is responsible for providing appropriate notices in public spaces, workplaces, events, retail locations, schools, healthcare settings, government settings, financial-services settings, and any other environment in which persons may interact with a Persona without logging into Proto Cloud. Proto does not undertake to provide deployment-specific signage, disclosures, or consents on Customer's behalf unless expressly stated in an order form.

8.3 Recording and audio-processing laws. Customer is responsible for determining and satisfying the requirements of any applicable recording, wiretapping, eavesdropping, biometric, consumer-protection, and AI-

transparency laws in each jurisdiction in which Customer deploys a Persona, including any obligation to obtain the consent of all parties to a communication.

9. Sensitive Data, Regulated Uses, and Output Limitations

9.1 Sensitive and regulated data. Unless expressly agreed in a separate signed written agreement, Customer must not use the AI Features to collect, create, receive, maintain, transmit, or process protected health information, payment card data, government identifiers, children's data, biometric templates, education records, employment decision data, financial account data, or other regulated or sensitive data in a manner that would impose additional legal obligations on Proto, including any use that would make Proto a business associate. This Section supplements, and does not replace, the restrictions in the Proto Cloud Terms and Conditions.

9.2 Regulated and high-impact uses. Customer is solely responsible for ensuring that any use of the AI Features in healthcare, education, employment, financial services, retail, events, government, or other regulated contexts complies with applicable laws and professional standards. The AI Features must not be used to make or substantially influence decisions about an individual's eligibility, rights, benefits, employment, housing, credit, healthcare, education, financial status, legal status, or access to essential services unless Customer has implemented all legally required human review, notices, consents, testing, monitoring, and safeguards.

9.3 No professional, emergency, or safety reliance. The AI Features generate automated Outputs that may be inaccurate, incomplete, delayed, biased, offensive, unsafe, not unique, or unsuitable for Customer's intended use. The AI Features are not a substitute for professional advice, human judgment, emergency services, medical advice, legal advice, financial advice, employment decisions, regulated eligibility decisions, or safety-critical instructions.

9.4 Testing and human review. Customer is responsible for reviewing, testing, monitoring, and validating each Persona before and during deployment, and for implementing human review appropriate to the deployment context.

9.5 Output rights and uniqueness. Subject to Customer's compliance with the Agreement, Proto grants Customer a non-exclusive license to use Outputs for Customer's internal and permitted commercial purposes, acknowledging that Outputs may be generated in whole or in part by artificial intelligence, may not be unique, may not be eligible for copyright protection, and may be similar or identical to Outputs generated for other customers.

10. Usage, Credits, and Metering

10.1 Metered events. The AI Features may consume credits or fees based on playback time, active speaking duration, speech-to-text usage, text-to-speech usage, model usage, provider calls, session duration, device usage, routing, hosting, or other metered events.

10.2 Real-time deduction. Credits may be deducted from the device owner account at the beginning of an increment, may be recalculated in real time, and may continue to be consumed while a Persona is active, subject to the applicable credit terms.

10.3 System of record. Proto's credit ledger, usage records, and metering systems are the system of record for AI Feature consumption, subject to correction for manifest error.

11. Deletion, Suspension, and Removal

11.1 Deletion and dependent Personas. If Customer deletes a Persona, removes a Persona from My Apps, deletes the creator account, or loses access to an Avatar license, or if Proto removes or disables an Avatar, Proto may remove the affected Persona from Proto Cloud, My Apps, assigned devices, and other active systems.

11.2 Residual records. Deletion from active systems may not immediately delete backups, logs, security records, billing records, provider records, Consent Materials, or other records retained under the Agreement, applicable law, provider terms, or legitimate business needs. Proto does not control and cannot guarantee deletion by third-party AI providers.

11.3 Suspension and removal. Proto may suspend, remove, restrict, disable, or refuse to process any Avatar, Persona, prompt, context, Output, voice, likeness, or related content if Proto reasonably believes it violates the Agreement, provider terms, applicable law, third-party rights, safety requirements, privacy rights, publicity rights, or Proto policies, or if it may expose Proto, Customer, end users, or third parties to legal, security, reputational, operational, or safety risk.

12. Customer Warranties, Indemnity, and Risk Allocation

12.1 Customer warranties. Customer represents and warrants that (a) Customer holds all rights and consents required under Section 7; (b) Customer's Inputs, Personas, deployments, and use of Outputs comply with applicable law and do not infringe or misappropriate third-party rights; and (c) Customer has provided all notices and obtained all consents required under Section 8.

12.2 Indemnity. Customer will defend, indemnify, and hold harmless Proto and its affiliates, officers, directors, employees, agents, contractors, and licensors from and against any claim, demand, action, loss, liability, damage, fine, penalty, cost, or expense (including reasonable attorneys' fees) arising out of or relating to Customer's Inputs, Avatars, Personas, deployments, notices, consents, Consent Materials, use of Outputs, Customer-Directed AI Services, or breach of this AI Supplement, including claims asserting violation of publicity, privacy, biometric, recording, consumer-protection, or AI-transparency laws.

12.3 No Proto IP indemnity for Outputs. Except as expressly stated in a signed agreement, Proto provides no indemnity for claims arising from Outputs, Avatars, likenesses, voices, or Customer Materials.

12.4 Disclaimers and limitations. The disclaimers of warranties, limitations of liability, and exclusions of damages set forth in the Agreement apply to the AI Features, Inputs, and Outputs and are incorporated into this AI Supplement by reference.

13. General

13.1 Changes. Proto may update this AI Supplement and the Proto AI Provider and Subprocessor Notice from time to time in accordance with the change provisions of the Agreement. Continued use of the AI Features after the effective date of an update constitutes acceptance.

13.2 Order of precedence. If this AI Supplement conflicts with the Proto Cloud Terms and Conditions, the Proto Media Services and End User License Agreement, the Proto Software License Agreement, or other generally applicable Proto terms, the more specific provision of this AI Supplement controls solely with respect to the AI Features, unless an order form or signed agreement expressly states otherwise.

13.3 Governing law and venue. Governing law and venue for this AI Supplement are set forth in the Proto Terms and Conditions, Section 13.6 "Governing Law and Venue."

13.4 Survival. Sections 4, 5, 6, 7, 9, 11, 12, and 13 survive expiration or termination of the Agreement.