

## VISUAL ASSETS CONSENT, WAIVER AND RELEASE FORM

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This Photo Consent, Waiver and Release Form ("**Form**") is signed by the undersigned contributor ("**Contributor**") to grant **Dataplus LLC**, a company incorporated under the laws of Delaware ("**Company**") a License to use certain Visual Assets (both terms as further defined below).

The Contributor hereby agrees, represents, and warrants as follows:

1. To submit or otherwise make available to the Company photographs, images or other visual assets, captions, Metadata (as defined in the Terms) and any part thereof ("**Visual Assets**").
2. To authorize and grant to the Company the right and permission to use, store, host, reproduce, modify, make derivative works from, make available to third-parties, and otherwise exploit the Visual Assets and Contributor Metadata for commercial purposes, including: (a) developing, training, fine-tuning, testing, evaluating, deploying, operating and improving AI and Visual Models, and (b) generating, using, commercializing, licensing, providing, distributing and supporting Synthetic Data and AI Outputs derived from or informed by the Visual Assets (the "**License**"). Such License shall be perpetual, irrevocable, worldwide, transferable, sublicensable, and royalty-free.
3. That neither the Visual Assets, nor Company's use thereof, shall infringe upon any third party's rights, including proprietary or privacy rights.
4. That he/she is over eighteen (18) years of age and competent to contract in this Form.
5. That any Contributor Metadata provided by the Contributor to Company, is and will remain truthful, accurate and complete, and Contributor shall promptly update such data to ensure it remains so. Such Contributor Metadata shall be subject to and used in accordance with and for the purposes set forth in Section 3 of the License and the applicable terms set forth in the Form and the Terms.

The Contributor acknowledges that the authorized uses may include alterations, synthesized or generated content, and uses that may be objectionable to Contributor. Nevertheless, to the maximum extent permitted by applicable law, Contributor waives and releases any claims against the Company and its affiliates, customers and other third parties acting under rights granted by the Company, arising out of or relating to any use of the Visual Assets as authorized under the License.

In consideration of the opportunity to participate in the Company's contributor program and any compensation that may be provided as described in Section 5 of the Terms, the Contributor hereby agrees to grant the License and make the representations set forth in this Form.

This Form is subject to, and incorporates by reference, the Company's Photo Contributor Terms and Conditions attached as **Exhibit A** ("**Terms**"). Capitalized terms used but not defined in this Form have the meanings given to them in the Terms. Contributor agrees to be bound by the Terms. Contributor acknowledges that the Company may update the Terms from time to time, and that any such updates will apply as described in the Terms.

Contributor Full Name: \_\_\_\_\_

Contributor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Visual Assets Contributor Terms and Conditions

These Visual Assets Contributor Terms and Conditions (“**Terms**”) govern Dataplus LLC’s (“**Company**”) use of photographs, images or other visual assets, captions, and any part thereof (“**Visual Assets**”) submitted or otherwise made available to the Company by or on behalf of a contributor (“**Contributor**”) under the Visual Assets Consent, Waiver and Release Form (“**Form**”).

### 1. **Definitions.** In these Terms:

“**AI**” means a computer system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment that, for explicit or implicit objectives, infers from the Input it receives how to generate Outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. This includes tools that use machine learning, deep learning, generative AI, large language models (LLMs), and other forms of natural language processing (NLP). “**AI Outputs**” means any content, data, media, or results generated by or through AI models, products, or services.

“**Contributor Metadata**” means any information or data provided by the Contributor to the Company, whether through onboarding, profile, intake processes or otherwise, including but not limited to age, gender, height, weight, ethnic background, geographic location, and other physical attributes such as body tattoos or scars.

“**Database**” means the Company's aggregated and curated repository of Visual Assets, data, and annotations made available to the Company's affiliates, customers and partners under the Company's then-applicable customer terms or commercial agreements.

“**License**” means the rights and permissions granted by Contributor to the Company under the Form and these Terms with respect to the Visual Assets.

“**Personal Data**” means information that is defined as personal data under applicable law, excluding the Visual Assets. This includes information that identifies individuals directly or indirectly, including unique identifiers, other than the Visual Assets and information contained therein.

“**Synthetic Data**” means data generated by or through AI models that is derived from or informed by the Visual Assets and that does not constitute the raw unmodified Visual Assets.

“**Visual Model**” means any AI model or model component (including any fine-tuned model, embedding space, checkpoint, or other representation) trained on, derived from, or informed by the Visual Assets or the Synthetic Data that is capable of generating or analyzing visual content, including content identical or substantially similar to the Visual Assets.

2. Contributor retains ownership in the Visual Assets, subject to the License. The License shall not grant the Company the right to use Contributor's Personal Data (including Contributor's name, voice, biography, or similar identifying information) except to the extent such Personal Data is contained in Contributor Metadata and for the Permitted Purposes (as defined in Section 4). Without limiting the foregoing, the Company may process Personal Data as required by law or to maintain the availability and operation of the Database.
3. Contributor provides explicit, informed consent to the collection and processing of Contributor Metadata (including special category and biometric data) for the following purposes (the “**Permitted Purposes**”): (a) creating, curating, labeling and sub-licensing the Database; (b) developing, training, fine-tuning, testing, evaluating, deploying, operating, and improving AI and/or Visual Models; (c) generating, using, commercializing, licensing, providing, distributing, and supporting Synthetic Data and AI Outputs derived from or informed by the Visual Assets or Contributor Metadata, including the creation and commercialization of virtual models, digital humans or avatars derived from or informed by the Visual Assets or Contributor Metadata; and (d) engaging third-party service providers to process, store, host, or otherwise handle the Visual Assets and Contributor Metadata in connection with the purposes described herein. Contributor may withdraw such consent by contacting Company at [support@dataplus.ai](mailto:support@dataplus.ai), in which case Company shall cease its use of the Contributor Metadata. However, this will not affect processing or use of the Photos by the Company or third-parties that occurred before the withdrawal of consent, and Contributor shall waive any claims and entitlements, including for consideration as set forth in Section 4.

4. The Contributor may be eligible for compensation for the provision of the License, payable only if, and to the extent, the Company enters into a revenue-bearing agreement for access to the Database, and the Company actually receives net revenues. The Company shall provide Contributor with a reasonable compensation structure based on objective criteria, which may include factors such as the number of Visual Assets contributed, their usage, and revenue generated. The Company may modify the compensation structure upon thirty (30) days' prior written notice to Contributor, provided that such modifications shall apply only to Visual Assets submitted after the effective date of the modification. Payment (if any) is contingent upon Contributor's compliance with the Form and the Terms. The Company may, at its discretion, make payments through the use of blockchain technology or other digital payment methods. Contributor is responsible for all taxes, fees, and charges applicable to any amounts paid, and the Company may withhold or offset amounts as required by law. Contributor shall not be entitled to any additional compensation beyond the compensation expressly described in this Section. Contributor acknowledges that there is no guarantee of compensation, and that submission of Visual Assets does not create any expectation of payment.
5. As between Contributor and the Company, the Company exclusively owns all right, title, and interest in and to: (a) AI Outputs; (b) Synthetic Data; (c) Visual Models; (d) Databases; and (e) any models, systems, datasets, software, algorithms, tools, or other technology, products or services developed, trained, or used by or for the Company or third-parties in connection with the Visual Assets, including any improvements or modifications thereto. Contributor hereby waives any moral rights, droit moral, or similar rights in the Visual Assets, including any right of attribution or integrity
6. The Contributor shall defend, indemnify and hold harmless the Company, its officers, directors, employees, and agents from and against any third-party claim, demand, action, or investigation arising out of or relating to: (a) any allegation that the Visual Assets, as originally submitted by Contributor and prior to any modification by Company, are infringing, misappropriating, or violating any intellectual property, publicity, privacy, or other proprietary right; (b) Contributor's material breach of the Terms; or (c) Contributor's fraud, willful misconduct or violation of applicable law. The Company may, at its option, control the defense and settlement of any matter indemnified hereunder, and the Contributor shall reasonably cooperate at Contributor's expense. Company shall provide prompt written notice of any such claim and shall not settle any claim without Contributor's prior written consent, which shall not be unreasonably withheld.
7. **DISCLAIMER:** (a) the Company does not monitor, moderate, review, verify, or control AI Outputs and Visual Models or how they are developed, accessed, modified, combined, distributed, or otherwise used by customers or other third parties, including for uses that may be illegal, harmful, infringing, defamatory, harassing, deceptive, invasive of privacy or publicity rights, violate intellectual property or other rights, impersonate others, or are deemed high-risk under law or industry standards; (b) unless expressly stated herein, Contributor shall have no right to information about, approval of, consultation on, or ownership of or any other control over Visual Models, AI Outputs, or their use by the Company, its customers, or any third party; (c) to the fullest extent permitted by applicable law, the Company disclaims all responsibility and liability for any claims, damages, penalties, losses, costs, or expenses (including lost profits, loss of business, or reputational harm) arising out of or relating to Visual Models, AI Outputs or their use or misuse by customers or other third parties; and (d) The Company has no obligation to use Visual Assets, and no obligation to credit or attribute Contributor or any other person in connection with any use of the Visual Assets, Synthetic Data, Visual Models or AI Outputs.
8. The Company may update these Terms from time to time upon thirty (30) days' prior written notice to Contributor. Updates will be effective as of the date specified in the notice and will apply prospectively to Visual Assets submitted after the effective date. The License granted before an update will not be reduced or limited by any update. If Contributor does not agree to any update, Contributor may cease submitting Photos, but the License for previously submitted Visual Assets shall remain in effect. Contributor hereby waives any moral rights, droit moral, or similar rights in the Visual Assets, including any right of attribution or integrity
9. **Governing Law; Dispute Resolution.** These Terms and the Form shall be governed by and construed in accordance with the laws of the State of Delaware and the federal laws of the United States, without regard to conflict of law principles. Any dispute, controversy, or claim arising out of or relating to these Terms, the Form, or the Visual Assets shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Delaware. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or equitable relief in the state or federal courts located in Delaware to protect its intellectual property rights or confidential information.