

TERMS AND CONDITIONS - ELEVENLABS AGENTS PLATFORM (CONVERSATIONAL AI)

ElevenLabs Contract Documents Frequently Asked Questions

Thank you for reviewing the ElevenLabs contract documents. We're excited about the opportunity to work with your company and support you in leveraging our AI audio solutions.

We wanted to take some time at the start of the contracting process to answer common questions about our products and services (Services), our Services Agreement (MSA, attached for your review) and our Data Protection Addendum (DPA, available at <https://elevenlabs.io/dpa>). We hope this document will serve as a helpful guide as you review our contract documents. **This FAQ does not form part of the contract and will be removed from the next version of the contract documents you receive.**

THE SERVICES

What is my company purchasing? ElevenLabs is an AI audio solutions company offering its technology through a SaaS model. ElevenLabs makes the applications available via webapp and API. Our Services include:

- Text-to-speech (TTS): Transform text into speech in a selected voice.
- Speech-to-speech (STS): Change speech into a different voice while preserving the original style.
- Speech-to-text (STT): Transform spoken audio into text.
- Voice cloning: Create a voice model using audio recording as input.
- Voice Library: Marketplace of voices.
- Voice Design: Generate a custom voice based on a text prompt.
- Agents: Create and configure conversational AI agents using realistic, captivating speech.
- Studio: Create voiceovers for long-form content such as news articles or audiobooks.
- Automated dubbing: Translate content across 29 languages without edits in a seamless way.
- Dubbing: End-to-end dubbing studio that allows users to manually edit transcriptions, translations and clips.
- Audio Native: Embedded audio player that automatically parses any text and generates voice output from it.
- Music: Generate music based on a text prompt.

How does ElevenLabs voice technology work? ElevenLabs uses proprietary foundational models to generate high-quality speech Output. In order to generate Output, you will need to select a voice – either from our premade voices, the Voice Library or via voice cloning. You are responsible for any cloned voices.

How is ElevenLabs different from installed, on-premises software? ElevenLabs' multi-tenant solution operates on a one-to-many model with data segregated at the application layer. The cloud-based nature of the solution means it is available and accessible, wherever you are. New updates are applied across our entire customer base and are installed instantly; no downloads are required.

How are ElevenLabs' audio tools different from large language models (LLMs), like ChatGPT and Claude? Unlike the major LLMs on the market which generate new text in response to user input(s), certain ElevenLabs solutions transform your Input directly into Output that incorporates that Input (e.g., text Input prompts to the TTS service will result in Output that renders your text in audio format). In our MSA, we use the term "Customer-Derived Output" to refer to the portions of Outputs that exist solely because of a customer's actions – specifically, what the customer included in their Input.

Do customers retain rights in Input they share with ElevenLabs? Yes. As between you and ElevenLabs, you retain all rights in Input – meaning, all data and information that you (1) transmit to ElevenLabs' systems in connection with access or use of the Services, or (2) otherwise provide to ElevenLabs in connection with the customer agreement.

What rights do customers have in Output? As between you and ElevenLabs, you own all rights in Output. Please note that Output may be generated by, but does not include, the Models themselves.

What kinds of services does ElevenLabs offer? Certain support and maintenance for the Services is included for the duration of your customer agreement. We do not offer "work-for-hire" arrangements or custom development. However, we

do offer certain additional services. These services are optional and, if purchased, will be governed by a separate agreement.

Does ElevenLabs train on Output? No. For enterprise customers, ElevenLabs does not use your Output for training purposes, except to the limited extent necessary to provide the Services to you.

THE AGREEMENT

Why does ElevenLabs require use of its contract documents? Our Services are unique, and our MSA and Order Forms are specifically tailored to address them and protect both parties. We have found that this works best for everyone and makes both the contracting process and the post-execution contract administration process more efficient and streamlined for all parties.

What is special about the ElevenLabs contract documents? Our MSA is designed specifically for our Services and the needs of enterprise customers. In particular, it:

- Defines how the Services are made available to you and your Affiliates, including the rights of your Authorized Users.
- Sets out our commitments around data privacy and security.
- Includes industry-standard terms such as warranties, confidentiality, limitations of liability, and indemnities (including IP infringement protection).
- Clearly allocates responsibilities between the parties in connection with use of the Services.

Does ElevenLabs offer termination for convenience? No. ElevenLabs operates on a subscription model, where parties commit to a multi-year relationship in exchange for favorable pricing.

DATA SECURITY / PRIVACY

How does ElevenLabs protect customer data? Customer data is stored on ElevenLabs' servers hosted in GCP's secure data centers. ElevenLabs has received the following certification: SOC-2 Type 2. ElevenLabs obtains independent SOC-2 audit reports annually and you can request a copy at any time here: <https://compliance.elevenlabs.io/>.

Does ElevenLabs use third party services to deliver the Services? Yes. ElevenLabs uses technology service suppliers to help deliver our Services. These suppliers provide hosting solutions, support technology, and similar solutions, and ElevenLabs maintains responsibility for the performance of these suppliers in contract. A list of our subprocessors is available here: <https://compliance.elevenlabs.io/>.

Will ElevenLabs permit customers to audit ElevenLabs? To provide customers with evidence of ElevenLabs' security controls, ElevenLabs obtains third party SOC-2 audit reports. ElevenLabs also engages reputable third parties to perform penetration tests. Please see our compliance site (available here: <https://compliance.elevenlabs.io/>) for more information on our security controls and certifications, and to request access to the results of our latest third-party audit reports.

Why does ElevenLabs require suspension rights? This is for the benefit of you and all other customers using our Services. ElevenLabs is constantly monitoring the Services for attacks from third parties, internal compromises, and other threats. In order to maintain the integrity and security of your data, ElevenLabs will suspend a customer's access to the Services if we determine that there may be a potential threat.

Will ElevenLabs sign a DPA? Yes, however please note that we cannot sign customer-specific terms. We have prepared a DPA (available here: <https://elevenlabs.io/dpa>). It is tailored to our Services and reflects the processes we have implemented within our organization and with our subprocessors. It is automatically included in our MSA and forms part of our customer agreement. Our DPA incorporates the standard contractual clauses (SCCs) by reference.

Will ElevenLabs sign a BAA? Yes, however please note that we cannot sign customer-specific terms. The covered services under the ElevenLabs Business Associate Agreement (BAA) are identified on our compliance website (available at <https://compliance.elevenlabs.io/>) as HIPAA Eligible Services.

How is tax handled for Alabama customers? We will collect the "Simplified Sellers Use Tax" on taxable transactions delivered into Alabama and such tax will be remitted on your behalf to the Alabama Department of Revenue.

We hope this document has helped provide clarity when contracting with ElevenLabs and will ultimately save you time and resources when going through the diligence and contracting process. Should you have any questions or concerns with the contract documents provided to you, we suggest scheduling an initial call between our contract team and yours.

ElevenLabs Services Agreement

This ElevenLabs Services Agreement (“**Services Agreement**”) effective as of the date of last signature below (“**Effective Date**”) applies to and governs access to and use of the ElevenLabs services (collectively, the “**Services**”) and related materials provided pursuant to an order form between _____ (“**Customer**”) and Eleven Labs Inc. (“**ElevenLabs**”). This Services Agreement is hereby incorporated by reference into each applicable order form (the “**Order Form**”) entered into by Customer and ElevenLabs. Collectively, this Services Agreement and all Order Forms under it, including all exhibits or attachments, constitute the “**Agreement**.”

If Customer has accepted or executed this Services Agreement and also has accepted the ElevenLabs **Terms of Use EU** (available at <https://elevenlabs.io/terms-of-use-eu>) (the “**Platform Terms**”), this Services Agreement replaces such Platform Terms and governs the use of the enterprise plan Services in its place.

1. SERVICES

- 1.1 Service Obligations. Subject to the terms and conditions of the Agreement, ElevenLabs will, itself or through its Affiliates (defined below) or subcontractors, provide to Customer the Services as specified in the Order Form.
- 1.2 Affiliates. Customer may procure Services under the Agreement for its own benefit and may permit one or more of its Affiliates to access and use the Services in accordance with Section 1.3 provided, Customer remains responsible for all acts and omissions of its Affiliates in connection with the Agreement. In addition, Customer’s Affiliates may independently procure Services under the Agreement by entering into separate Order Forms with ElevenLabs. Each such Order Form, together with this Services Agreement, shall constitute a separate agreement between ElevenLabs and the respective Customer Affiliate. In such cases, references to “Customer” in the Agreement shall be deemed to refer to the applicable Customer Affiliate. If a Customer Affiliate ceases to qualify as an Affiliate, its right to order Services under this Services Agreement will terminate, and it must enter into a separate agreement with ElevenLabs to continue receiving Services. “**Affiliate**” means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where “control” means ownership of more than 50% of the voting interests of such entity.
- 1.3 Access and Use Rights. Subject to the terms and conditions of the Agreement, ElevenLabs hereby grants to Customer a limited, non-exclusive, and non-transferable (except in connection with a permitted assignment under Section 11.4) right, during the Term, to access and use the Services as specified in the applicable Order Form. The Services are not for resale to any third party. Additionally, and unless expressly agreed in writing in the applicable Order Form (in which case, the additional terms and conditions set forth in **Exhibit A** (Customer Solution Terms and Conditions) (“**Exhibit A**”) shall apply), the Services may not be bundled, made available or sublicensed to any third party. ElevenLabs reserves all rights not expressly granted to Customer under the Agreement, and no other rights in any data or intellectual property are granted by implication, estoppel, waiver, or otherwise. For clarity, Customer’s access and use rights are limited to the Services and do not include any right to access or use ElevenLabs’ Models (defined below) independently of the Services.
- 1.4 Authorized Users. Customer will allow only Authorized Users to access or use the Services and will take commercially reasonable measures to protect such Authorized Users’ user IDs and corresponding passwords, including by prohibiting and preventing any Authorized User, or any other person or entity, from sharing such user IDs or passwords. “**Authorized Users**” means Customer’s employees and independent contractors (or those of its Affiliates) who are specifically authorized by Customer to access

or use the Services, in each case whether or not such employees or independent contractors actually access or use the Services. Customer will be responsible for the acts and omissions of its Authorized Users.

- 1.5 **Suspension.** ElevenLabs may limit or suspend Customer's access to the Services if: (a) it is required to do so by law; (b) Customer, any Authorized User, or any End User (as applicable) materially breaches the Agreement or the Prohibited Use Policy (defined below) and such action is necessary to prevent or mitigate a High-Risk Emergency (defined below); or (c) Customer fails to make timely payment in accordance with the Agreement. ElevenLabs will: (i) provide prior notice and an opportunity to cure of at least 10 days before suspension ("**Cure Period**"), unless immediate action is required; and (ii) tailor a limitation or suspension to the scope necessary to address the issue and cooperate with Customer to restore access once the triggering condition is resolved. "**High-Risk Emergency**" means use of the Services by Customer or an Authorized User that could reasonably result in a security risk, credible risk of harm, infringement of third-party rights, or liability to ElevenLabs, the Services, or any third party.
- 1.6 **Usage Data.** Notwithstanding anything to the contrary herein, ElevenLabs may collect and use usage data and information related to Customer's use of the Services in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services and for billing purposes. For avoidance of doubt, such data will not include Customer's Personal Data (as such term is defined in the DPA) or Customer Content (defined below).
- 1.7 **Personal Data.** The ElevenLabs' Data Processing Addendum (available at <https://elevenlabs.io/dpa>) (the "DPA") governs ElevenLabs' Processing (as such term is defined in the DPA) of any Personal Data in Input (defined below) submitted to the Services.
- 1.8 **Information Security.** ElevenLabs will use industry standard measures designed to protect the security and integrity of Customer Content that is collected, accessed, stored or received by ElevenLabs in connection with the Services. ElevenLabs will participate in an annual third-party audit certification process, such as SOC 2 Type II, for its applicable Services and will provide evidence of such certification to Customer upon request.
- 1.9 **Updates.** ElevenLabs may modify the Services, including their features and functionality, at any time, provided that such updates do not result in a material degradation of the overall functionality or performance of the Services used by Customer. ElevenLabs may require Customer to transition to the most current version of the ElevenLabs API upon at least 90 days' prior notice, which may be provided through any reasonable means, including via in-Services notifications. Following such notice, ElevenLabs may deprecate older API versions. Customer acknowledges that continued use of outdated API versions may impact interoperability, or the availability, performance or supportability of the Services. Customer is solely responsible for making any necessary changes to its systems, applications, or integrations to ensure continued compatibility with the Services.
- 1.10 **Beta Services.** From time to time, ElevenLabs may make available services or functionality to Customer that are not generally made available to ElevenLabs customers and/or are designated as alpha, beta, pilot, preview, or similar designation ("Beta Services"). If made available to Customer by ElevenLabs, Customer may elect or decline to try such Beta Services in its sole discretion. Beta Services are (a) intended solely for evaluation purposes and not for production use; (b) provided on an "as is" basis; and (c) may be subject to additional terms. Beta Services are not considered "Services" under the Agreement. However, all restrictions, ElevenLabs reservations of rights, and Customer's obligations concerning the Services will apply equally to Customer's use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire on the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. ElevenLabs may discontinue Beta Services at any time in its sole discretion and may elect to never make them generally available. ElevenLabs has no liability for any harm or damage arising out of or in connection with a Beta Service.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Compliant Use. Customer represents, covenants, and warrants that Customer will use the Services and Customer Content only in compliance with the Agreement, the Prohibited Use Policy (available at <https://elevenlabs.io/use-policy>) (the “**Prohibited Use Policy**”), and all applicable laws, rules, and regulations. ElevenLabs may independently conduct limited, periodic reviews of the Customer’s use of the Services to ensure compliance with the Agreement.
- 2.2 Export Controls and Sanctions. Each party is responsible for its compliance with applicable United States export controls and for any violation of such controls, including, as applicable, any United States embargoes or other federal rules and regulations restricting exports. Each party represents, covenants, and warrants that it is not located in a country or territory that is subject to economic sanctions or trade embargoes imposed by the United States Government (including Belarus, Cuba, Iran, North Korea, Russia, Syria, and the annexed regions of Ukraine), that such party is not on any United States Government denied-party list, and that such party will comply fully with all applicable sanctions and export laws and regulations of the United States and other international trade laws applicable to its use or provision of the Services.
- 2.3 Customer Responsibilities. Customer shall be responsible for (a) obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including modems, hardware, servers (including cloud hosting, if applicable), operating systems, data backup systems, networking, web servers, software, and the like (collectively, “**Equipment**”); (b) maintaining the security of the Equipment, Customer accounts, passwords (including user IDs and other administrative and user passwords) and files; (c) all uses of Customer’s account or the Equipment with or without Customer’s knowledge or consent; and (d) reasonably assisting and cooperating with ElevenLabs as necessary for ElevenLabs to perform the Services. Except as expressly set forth in the Agreement, ElevenLabs is not responsible for supplying any Equipment to Customer under the Agreement.
- 2.4 Restricted Access. Customer shall not, directly or indirectly, permit any person to access or use the Services except as expressly permitted by the Agreement. Customer shall notify ElevenLabs as soon as practicable upon becoming aware of any unauthorized access to or use of the Services. Customer shall be responsible and liable for all access to and use of the Services resulting from access provided by Customer, directly or indirectly.
- 2.5 No PHI or other Sensitive Personal Data. Customer shall not provide any Input that includes (i) protected health information (“**PHI**”) as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Pub. L. No. 104-191 except as permitted by an executed HIPAA BAA; or (ii) PHI or personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation within the meaning of Art. 9 EU General Data Protection Regulation 2016/679 except as permitted by applicable law.

3. INTELLECTUAL PROPERTY

- 3.1 ElevenLabs Rights. As between Customer and ElevenLabs, ElevenLabs owns and retains all right, title and interest in and to the Services, the Models and all Intellectual Property Rights therein. “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, or other intellectual property rights, in any part of the world. “**Models**” means ElevenLabs’ foundational and other artificial intelligence voice models, audio generation models, language learning models, and other artificial intelligence models, tools and technologies. ElevenLabs may also use and exploit, without any payment or attribution obligation of any kind, any feedback, suggestions, or ideas (“**Feedback**”) Customer or any of its personnel, employees, agents, or subcontractors provide to ElevenLabs in connection with the Agreement or the Services. To the extent permitted under applicable law, Customer waives any moral and similar rights it may have in such Feedback.

- 3.2 Customer Rights. As between Customer and ElevenLabs, Customer is and shall remain the sole and exclusive owner of any and all right, title, and interest (and ElevenLabs hereby disclaims any and all ownership or other right, title or interest) in and to (a) input that Customer, its Authorized Users, or its End Users provide to the Services pursuant to the Agreement (“**Input**”); and (b) any data, content, or material generated by the Services for Customer, other than the Models (“**Output**”) (Input and Output, collectively, the “**Customer Content**”). Due to the nature of machine learning, Output may not be unique across users. Outputs generated for other users are not Customer’s Outputs, and Customer shall have no rights in them.
- 3.3 Customer License. Customer hereby grants to ElevenLabs a limited, non-exclusive, non-transferable license to use Customer Content solely to the extent necessary to enable ElevenLabs to perform its’ obligations under the Agreement (including to provide Customer with the Services), comply with applicable law, enforce the Agreement, and prevent abuse. ElevenLabs will not use Customer Content for any training purposes, other than solely necessary for ElevenLabs to provide the Services to Customer.
- 3.4 Customer Content Representations and Warranties. Customer represents, covenants, and warrants that (a) it is either the owner of, or otherwise has the necessary rights and licenses to use and to authorize ElevenLabs to use, Input as permitted under the Agreement; and (b) it has the written consent, release, or permission of each and every natural person whose personal data or likeness (including voice or other audio likeness) appears in Input, to permit the inclusion, creation and use of such Customer Content as permitted under the Agreement.
- 3.5 Customer Requirements.
- (a) Notwithstanding anything to the contrary in the Agreement, Customer will not and will not permit any third parties to (i) use Output to develop artificial intelligence models that compete with ElevenLabs’ products and services or (ii) Reverse Engineer (defined below) any aspect of the Services or the systems used to provide the Services. “**Reverse Engineer**” means reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of the Services, algorithms, or systems of the Services (except to the extent these restrictions are contrary to applicable law).
 - (b) Customer is solely responsible for ensuring that Customer Content complies with all applicable laws and does not infringe or misappropriate any third-party rights, including intellectual property, publicity, or personality rights.

4. **CONFIDENTIALITY**

- 4.1 Definition. “**Confidential Information**” means any information of the disclosing Party (the “**Discloser**”) that is (a) marked as “Confidential” or with a similar designation, or (b) that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be understood to be confidential or proprietary. Without limiting the foregoing, Confidential Information of ElevenLabs includes the Agreement, its pricing, and non-public information regarding the features, functionality, and performance of the Services, and Confidential Information of Customer includes non-public Customer Content. Confidential Information does not include information that the receiving party (the “**Recipient**”) can demonstrate, through competent written records: (i) is or becomes publicly available through no fault of, or breach by, the Recipient; (ii) was lawfully in the Recipient’s possession without any obligation of confidentiality prior to disclosure by the Discloser; (iii) was independently developed by Recipient and without use of or reference to the Discloser’s Confidential Information; or (iv) was lawfully received from a third party without restriction on use or disclosure and without breach of any confidentiality obligation.
- 4.2 Mutual Obligations. Each party will: (a) take reasonable measures to hold all Confidential Information of the other party in confidence at all times, using at least the same degree of care to protect the Discloser’s Confidential Information as it uses to protect its own Confidential Information of like nature, but at least reasonable care; (b) use such Confidential Information only to perform its obligations and exercise its

rights under the Agreement; and (c) not transfer or disclose such Confidential Information to any individual or entity except to the directors, officers, employees, agents, contractors, accountants, auditors, or legal and financial advisors of such party who need to know such Confidential Information and who are under confidentiality obligations substantially similar to those set forth hereunder; provided, that the handling and treatment of Confidential Information in accordance with the Agreement by any such individual or entity will be such party's full responsibility. Notwithstanding the foregoing, a Recipient may disclose the Discloser's Confidential Information to the extent required by law provided that the Recipient (i) notifies the Discloser in writing prior to disclosure of the information so that the Discloser has a reasonable opportunity to obtain a protective order; (ii) provides commercially reasonable assistance to the Discloser, upon request and at the Discloser's expense, in any attempt to limit or prevent the disclosure of the Confidential Information; and (iii) discloses only the minimum Confidential Information actually required to be disclosed.

- 4.3 Equitable Relief. Each party agrees that the other party may have no adequate remedy at law if there is a breach or threatened breach of Section 4.1 or 4.2 and, accordingly, that the non-breaching party will be entitled to seek injunctive or other equitable relief to prevent or remedy such a breach, in addition to any legal remedies available to that party, without the necessity of proving actual damages and without the necessity of posting a bond (or other security).

5. PAYMENT OF FEES

- 5.1 Fees. Customer will pay ElevenLabs all fees described in Order Forms (the "**Fees**"). If Customer believes that ElevenLabs has billed Customer incorrectly, Customer must contact ElevenLabs no later than 30 days after the date of first invoice in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to ElevenLabs' customer support department.
- 5.2 Payment. Customer will pay all invoices within 30 days of the invoice date. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. Customer will reimburse any costs or expenses (including, without limitation, collection agency's fees, reasonable attorneys' fees, and arbitration or court costs) incurred by ElevenLabs to collect any amount that is not paid when due. Customer shall be responsible for all taxes associated with Services other than taxes based on ElevenLabs' net income. Amounts due, including all sales, use, or other taxes or duties, must be paid in full without deduction or set off. If applicable law requires withholding taxes, Customer shall gross up payment to ensure ElevenLabs receives the full amount owed. Customer agrees to indemnify, defend, and hold harmless ElevenLabs against any additional taxes, interest, or penalties resulting from its non-compliance with this Section 5.2.

6. TERM AND TERMINATION

- 6.1 Term. Unless earlier terminated as provided in the Agreement, this Services Agreement is effective as of the Effective Date and remains in effect until all Order Forms entered into hereunder have expired or have been terminated ("**Term**").
- 6.2 Mutual Right to Terminate for Material Breach. Either party may terminate the Agreement immediately upon written notice to the other if the other party materially breaches the Agreement and, where such breach is capable of cure, fails to cure it within 30 days after receiving written notice reasonably detailing the nature of the breach.
- 6.3 Effect of Termination. Upon termination of the Agreement, (a) Customer will pay ElevenLabs all Fees due and payable prior to such termination; (b) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate; (c) Customer will immediately cease all use of any Services; and (d) each party will return or destroy (and, upon request, certify in writing to the destruction of) any Confidential Information of the other party in such party's possession or control. Sections 1.5 (Suspension); 2.1 (Compliant Use); 2.2 (Export Controls); 2.4 (Restricted Access); 3.1 (ElevenLabs Rights); 3.2 (Customer Rights); 3.4 (Customer Content Representations and Warranties); 3.5 (Customer Requirements); 4 (Confidentiality); 5 (Payment of Fees); 6.3 (Effect of Termination); 7.1

(Mutual Warranties); 7.3 (Disclaimers); 7.4 (Warranty Exclusions); 7.5 (Warranty Remedies; Exclusive Remedies); 8 (Indemnification); 9 (Limitation of Liability); 10 (Dispute Resolution); 11 (Miscellaneous) will survive any expiration or termination of the Agreement.

7. WARRANTIES AND DISCLAIMER

- 7.1 Mutual Warranties. Each party represents and warrants that: (a) it is an entity duly organized, validly existing, and in good standing under the laws of the jurisdiction where it is organized; and (b) it has power and authority to enter into and perform its obligations under the Agreement.
- 7.2 ElevenLabs' Warranties. ElevenLabs represents and warrants that, during the Term, the Services will materially conform to the specifications set forth in the applicable Order Form ("**Specifications**").
- 7.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.2, THE SERVICES (INCLUDING ALL OUTPUT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. ELEVENLABS DOES NOT WARRANT, AND DISCLAIMS THAT, THE SERVICES OR OUTPUTS ARE ACCURATE, COMPLETE OR ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED. ELEVENLABS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES CONCERNING RESULTS OBTAINED FROM CUSTOMER'S USE OF THE SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ALL THIRD-PARTY SERVICES AND THIRD-PARTY CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" EXCLUSIVE OF ANY WARRANTY WHATSOEVER.
- 7.4 Warranty Exclusions. The warranty set forth in Section 7.2 applies only to use of the Services in accordance with the Agreement and ElevenLabs' written instructions regarding use of the Services. ElevenLabs will not have any liability under Section 7.2 for any Services that fail to conform to the Specifications if such failure is caused by any (a) misuse, incorrect installation, calibration, mishandling, neglect, improper storage, accident, or abuse of such Services; or (b) modification, alteration or repair of such Services performed by anyone other than ElevenLabs.
- 7.5 Exclusive Warranty Remedies. For any Services that fail to meet the warranty in Section 7.2, ElevenLabs will, at its expense and sole discretion, repair the affected Services, provide a Fee credit or offset as described in the applicable Order Form. THE REMEDIES SET FORTH IN THIS SECTION 7.5 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND ELEVENLABS' SOLE AND EXCLUSIVE LIABILITY, FOR ANY BREACH OF THE WARRANTY IN SECTION 7.2.

8. INDEMNIFICATION

- 8.1 Definitions. As used herein, "**Claim**" means any claim, action, or proceeding, in each case brought or made against Indemnitee (defined below) by a third party. "**Losses**" means all substantiated losses, damages, liabilities, deficiencies, settlements, judgments, awards, penalties, interest, fines, costs, fees and expenses of whatever kind (including reasonable attorneys' fees and legal costs and expenses) actually incurred by Indemnitee.
- 8.2 ElevenLabs Obligations; Claims against Customer. ElevenLabs, at its expense, will defend, indemnify, and hold Customer harmless from and against any and all Losses in connection with any Claim to the extent arising from the infringement, misappropriation or violation of such third party's Intellectual Property Rights to the extent resulting from ElevenLabs' provision of the Services to Customer. Notwithstanding the foregoing, ElevenLabs' indemnification obligations under this Section do not apply if the alleged infringement or misappropriation arises from: (a) Input or the portion of Output that is directly derived from Input ("**Customer-Derived Output**"); (b) modifications made to the Services or Output by any party other than ElevenLabs, including the combination of the Services or Output with technology or content not provided by ElevenLabs; (c) use of the Services or Output in a manner that is known, or reasonably should have been known, to violate or infringe the rights of others; or (d) Customer's applications, products or services that integrate with the Services ("**Customer Applications**"), if the

claim would not have arisen but for the applicable Customer Application.

- 8.3 Customer Obligations; Claims against ElevenLabs. Customer, at its expense, will defend, indemnify, and hold ElevenLabs harmless from and against any and all Losses in connection with any Claim to the extent arising from or related to: (a) Input and Customer-Derived Output; (b) use of Output by any party other than ElevenLabs or its Affiliates (or a third party at its or their direction); (c) use of the Services in violation of the Agreement; or (d) any Customer Applications.
- 8.4 Procedure. The party providing the indemnification (“**Indemnitor**”) shall have exclusive control of the defense of any Claims and all negotiations for settlement or compromise of a Claim; provided that (a) the indemnified party (“**Indemnitee**”) may, at its own cost and expense, appoint its own counsel with respect to defense of the Claim; and (b) the Indemnitor shall not have the right to settle any Claim without the prior written consent of the Indemnitees, not to be unreasonably withheld, conditioned, or delayed, to the extent that the settlement (i) does not provide for a full and unconditional release of the Indemnitees, or (ii) imposes any form of equitable relief against the Indemnitees. The Indemnitees shall provide all reasonable assistance in defending any Claim as may be requested by the Indemnitor, at the Indemnitor’s sole cost and expense. The Indemnitee shall give the Indemnitor written notice of the Claim subject to indemnification hereunder, provided that in no event will an Indemnitee’s failure to provide such notice relieve or excuse the Indemnitor’s obligations under this Section 8 unless the Indemnitor is actually and materially prejudiced thereby.
- 8.5 ElevenLabs Options; Customer’s Exclusive Remedies. If the Services have or ElevenLabs reasonably believes that the Services may become subject to a claim of infringement, misappropriation or any other violation of third-party Intellectual Property Rights or proprietary rights, then ElevenLabs may, at its sole option: (a) procure the rights necessary to continue providing the Services; (b) modify the Services to make them non-infringing; or (c) cancel providing its applicable Services to Customer. If ElevenLabs cancels its provision of Services to Customer, Customer will immediately discontinue all use of the Services and ElevenLabs will provide Customer with a refund for pre-paid and unused Services if any. SECTIONS 8.2 AND 8.5 SET FORTH ELEVENLABS’ SOLE OBLIGATIONS AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR ANY THIRD-PARTY CLAIM OR ALLEGATION THAT ELEVENLABS HAS INFRINGED, MISAPPROPRIATED, OR OTHERWISE VIOLATED ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT OR ANY OTHER THIRD-PARTY PROPRIETARY, PERSONAL, OR PRIVACY RIGHT.

9. LIMITATION OF LIABILITY

- 9.1 Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR A PARTY’S MISAPPROPRIATION OR VIOLATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, OR EMPLOYEES BE RESPONSIBLE OR LIABLE WITH RESPECT TO THE AGREEMENT OR THE SERVICES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2 Aggregate Damages. EXCEPT FOR LIABILITY ARISING FROM A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR A PARTY’S MISAPPROPRIATION OR VIOLATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS OR CUSTOMER’S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL A PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO ELEVENLABS IN THE 12 MONTHS PRIOR TO THE FIRST EVENT THAT GAVE RISE TO THE LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR CLARITY, THE LIMITATIONS SET FORTH IN THIS SECTION 9 APPLY IN THE

AGGREGATE, AND DO NOT APPLY INDIVIDUALLY ON A PER ORDERING DOCUMENT NOR A PER CUSTOMER ENTITY BASIS.

10. DISPUTE RESOLUTION

- 10.1 Mandatory Informal Dispute Resolution. For any dispute or claim between the parties arising out of or relating to the Agreement or the Services, (collectively, “**Disputes**”, and each a “**Dispute**”), Customer and ElevenLabs agree to attempt to first resolve the Dispute informally. If Customer and ElevenLabs cannot reach an agreement to resolve the Dispute within 30 days after Customer or ElevenLabs receives notice of the Dispute, then either party may submit the Dispute to binding arbitration as set forth below. The statute of limitations and any filing fee deadlines shall be tolled for 30 days from the date that either Customer or ElevenLabs first send the applicable notice so that the parties can engage in this informal dispute-resolution process.
- 10.2 Mandatory Arbitration. Except for any disputes exclusively related to the intellectual property or Intellectual Property Rights of Customer or ElevenLabs, including any disputes in which Customer or ElevenLabs seek injunctive or other equitable relief for the alleged unlawful use of Customer’s or ElevenLabs’ intellectual property or other infringement of Customer’s or ElevenLabs’ Intellectual Property Rights, all Disputes that are not resolved in accordance with Section 10.1 will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. The arbitration shall be administered as set out in Section 11.11. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court. The remedies and reliefs rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction. Unless Customer and ElevenLabs agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for any award, including the arbitrator’s essential factual and legal findings and conclusions. The parties will cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and other materials that might be exchanged or the subject of discovery in the arbitration.

11. MISCELLANEOUS

- 11.1 Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations under the Agreement (not including its payment obligations) during any period in which such performance is delayed, hindered, or adversely affected as a result of circumstances beyond its reasonable control including fire, flood, war, pandemic, plague, epidemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, embargo, strike, riot, civil unrest, or disputes with suppliers or vendors (each, a “**Force Majeure**”).
- 11.2 Publicity. Except with the other party’s prior written consent in each case, neither party shall: (a) use the other party’s name or logo in any website, press release, media communication, or marketing materials; or (b) make any public statement regarding the existence or terms of the Agreement or the relationship between the parties.
- 11.3 Severability. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.
- 11.4 Assignment. The Agreement is not assignable, transferable, or sublicensable by Customer except with ElevenLabs’ prior written consent. Notwithstanding the foregoing, either party may assign the Agreement without the other party’s consent to (a) an Affiliate, or (b) a successor in connection with a merger, acquisition, consolidation, corporate reorganization, or sale of all or substantially all of its stock or assets. Any other assignment or transfer is null and void. The Agreement is binding upon, and inures to the benefit of, the party’s respective permitted successors and assigns.

- 11.5 Entire Agreement and Order of Precedence. The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement. The Agreement will be deemed to be the product of both parties, and no ambiguity will be construed in favor of or against either party. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the documents that form the Agreement, the order of precedence shall be: (a) the applicable Order Form; (b) any service-specific terms, exhibits, or addenda applicable to the relevant Service (including Exhibit B (Agents Platform Terms)); and (c) this Services Agreement.
- 11.6 Interpretation. The terms “e.g.,” “such as,” “include,” “includes,” and “including” are not limiting and are deemed to be followed by the words “without limitation.” The terms “herein,” “hereto,” “hereunder” and terms of similar import refer to the Agreement in its entirety and not to any particular provision of the Agreement. Except where the context otherwise requires, wherever used, the word “or” is used in the inclusive sense. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at the specified URLs. Titles and headings of sections of the Agreement are for convenience only and shall not affect the construction of any provision of the Agreement.
- 11.7 No Waiver. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No failure or delay of either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy.
- 11.8 No Agency. No agency, partnership, joint venture, or employment is created as a result of the Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever.
- 11.9 Affiliates and Subcontractors. The Services may be provided by Affiliates and subcontractors of ElevenLabs. ElevenLabs will be responsible for the acts and omissions of its Affiliates and subcontractors, including any acts or omissions that, if taken (or not taken by ElevenLabs, would constitute a breach of the Agreement.
- 11.10 Notices. All notices under the Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed if transmitted by email; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt if sent by certified or registered mail, return receipt requested.
- 11.11 Governing Law. The governing law that applies to any dispute or lawsuit arising out of or in connection with the Agreement, and the courts (or arbitral body) that have jurisdiction over such dispute or lawsuit, will depend on the Customer’s domicile, as set out below. The governing law shall apply without regard to its conflict of laws principles.

Customer Domicile	Governing Law	Courts with Exclusive Jurisdiction	Arbitration Governing Body and Rules
Rest of World	New York	New York, NY	AAA
Europe	Ireland	Dublin, Ireland	ICC
United Kingdom	England & Wales	London, England	LCIA

[Signature Page Follows]

Eleven Labs Inc.		Customer legal name: _____
By: _____		By: _____
Name: _____		Name: _____
Title: _____		Title: _____
Date: _____		Date: _____

Exhibit A

CUSTOMER SOLUTION TERMS AND CONDITIONS

This Exhibit A sets forth the terms and conditions under which Customer may bundle, make available and authorize use of (“**Make Available**”) certain ElevenLabs’ Services, as expressly permitted in the applicable Order Form, to its End Users pursuant to the terms and conditions of the Agreement. Capitalized terms used but not defined in this Exhibit A will have the meaning set forth in the Services Agreement.

1. DEFINITIONS.

1.1. “**Bundled Service**” means the combined offering of the Services and the Customer Solution. Services cannot be used independent of the Customer Solution.

1.2. “**Customer Solution**” means Customer’s hosted, supported, on-demand services specified in the Order Form that is provided by Customer to End Users.

1.3. “**Documentation**” means ElevenLabs’ then-current technical and functional documentation relating to the Services which ElevenLabs makes available to Customer under the Agreement.

1.4. “**ElevenLabs Materials**” means any materials, information, services, or software, including application programming interfaces, provided, developed, or otherwise owned by ElevenLabs.

1.5. “**End User**” means Customer’s customer that (a) is licensing or using the Customer Solution only for its own internal business operations, and (b) has entered into an End User Agreement.

1.6. “**End User Agreement**” means a (a) written contract, or (b) “clickwrap” style online agreements involving conspicuous notice to End Users and an affirmative click to accept by End Users, entered into between Customer and any End User pursuant to which End User purchases subscriptions to the Bundled Service.

1.7. “**Government Entity**” means any federal, state, provincial, regional, municipal, or local government or governmental body, authority, or agency. For the avoidance of doubt, this definition also includes (a) any supranational, intergovernmental, or international organizations, as well as any entities or subdivisions thereof that exercise governmental, regulatory, or administrative functions or powers, whether within the United States or any other country or jurisdiction; and (b) any government-owned, in whole or in part, or government-controlled corporations, enterprises, or organizations that perform public or governmental functions.

1.8. “**Territory**” means, except as otherwise specified in the applicable Order Form, all the countries in the world other than those which are subject or target of any sanctions administered by OFAC.

2. PROGRAM REQUIREMENTS; USAGE RIGHTS AND RESTRICTIONS.

2.1. Grant of Rights. Subject to the Agreement, ElevenLabs grants to Customer a non-exclusive, non-transferable, right in the Territory to use the Services set forth in an Order Form and related ElevenLabs Materials and Documentation, during the Term and the Wind-Down Period (defined below), solely to: (a) develop an integration between the Services and Customer Solution; (b) demonstrate and Make Available the Bundled Service to potential End Users; and (c) provide support of the Bundled Service to End Users. Permitted uses and restrictions of the Services pursuant to the Agreement also apply to ElevenLabs Materials and Documentation. For clarity, nothing in the Agreement permits Customer to Make Available the Services on a standalone basis or in any format other than as a Bundled Service.

2.2. Restrictions. Customer may not: (a) Make Available a Service to any third party who will itself Make Available the applicable Service or Bundled Service; (b) transfer, assign, or sublicense any rights or obligations granted under the Agreement unless specifically permitted to do so by the Agreement; (c) represent itself as an agent of ElevenLabs for any purpose; (d) issue any public statement regarding its business with ElevenLabs without ElevenLabs’ prior written approval; or (e) sell or Make Available the

Services or Bundled Service to any Government Entity except in accordance with Section 9 to this Exhibit A. Services usage is limited to the use cases and volumes stated in the Order Form. Access credentials for the Services may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Services.

2.3. Customer's Obligations. Customer will: (a) ensure that its use of the Services by the End Users shall comply with the Agreement; (b) (i) use best efforts to prevent and (ii) terminate any unauthorized access to, or use of, the Services; (c) promptly notify ElevenLabs of any use of, or access to, the Services of which violates the Agreement; (d) maintain industry standard security standards for its End Users use of the Bundled Services; (e) Make Available Services only in compliance with all applicable laws, regulations and orders of any governmental authority anywhere in the world, including laws, regulations and orders concerning the collection and processing of children's data such as (without limitation) the Children's Online Privacy Protection Act, 16 C.F.R. Part 321 et. seq. ("**COPPA**"), the EU General Data Protection Regulation ("**EU GDPR**"), the UK General Data Protection Regulation ("**UK GDPR**"), online safety laws (such as the EU Digital Services Act and the UK Online Safety Act) and children's codes or guidance published by any competent regulators; (f) ensure it maintains the good name and reputation of both ElevenLabs and the Services; (g) not engage in any illegal, false, or deceptive acts or practices with respect to its business activities; and (h) not make any warranties or guarantees to End Users, or any other third party, with respect to any Service that are separate from, supplemental to, or contradictory to the Agreement. Customer is responsible for any violations of the Agreement caused by Customer, any End Users, or any unauthorized third parties purporting to be End Users. Customer must promptly forward to each of its End Users any notice it receives from ElevenLabs regarding Services that may affect its End Users. If Customer receives a notice addressed to ElevenLabs, Customer will promptly forward to ElevenLabs such notice.

2.4. Co-Branding. If Customer, directly or indirectly, engages in the development, production, marketing, or sale of its own products or services that use artificial intelligence ("**AI**") technologies to generate, manipulate, analyze, or synthesize audio content in a manner that is substantially similar to or competitive with ElevenLabs' offerings or features (for clarity, this includes, without limitation, AI-driven voice generation, speech-to-speech, text-to-speech, dubbing, audio recognition, and audio enhancement technologies), Customer shall prominently co-brand the Bundled Services, including all advertisements and promotional content presented to End Users related thereto, by prominently displaying ElevenLabs' name, trademarks and logos within the Bundled Services in accordance with such requirements as may be included in the Order Form.

3. MINIMUM TERMS; AUDIT & ENFORCEMENT OF RIGHTS.

3.1. Minimum Terms. Each End User that has access to the Services must have executed an End User Agreement that includes the following terms: (a) End Users must be bound by restrictions, obligations, and prohibitions regarding their use of the Services and Bundled Service at least as restrictive as those found in the ElevenLabs Terms of Service, including the incorporated Prohibited Use Policy (and any updated versions thereof); (b) Customer is not, and End Users shall not hold themselves out as, ElevenLabs' agent or partner or in a joint venture with ElevenLabs; and (c) ElevenLabs is a third-party beneficiary of Customer's agreement with End Users solely for purposes of enforcing Customer's and ElevenLabs' rights with respect to End Users. Without limiting the terms set forth in the Agreement, Customer shall ensure it has all necessary rights and consents to allow ElevenLabs, its Affiliates, and its subcontractors and Subprocessors to process Customer Content submitted or generated, directly or indirectly, by an End User as set forth in the Agreement. Such consents shall, where required, include consent to process biometric data, consent to recording, and verifiable parental consent pursuant to COPPA or any other applicable laws (such as the EU GDPR or UK GDPR) sufficient to permit ElevenLabs' processing of voice information. The End User Agreement must be binding on End Users under applicable laws and regulations in the country in which Customer is providing access to the Bundled Service.

3.2. **Enforcement of Rights.** If any third party is accessing, marketing or selling the Bundled Services (or any portion thereof) without authorization, Customer will cooperate with ElevenLabs in enforcement and protection of ElevenLabs' rights. At the request of ElevenLabs, Customer will temporarily stop Making Available the Bundled Services to any such third party unless and until such unauthorized activity is resolved to ElevenLabs' satisfaction.

3.3. **Verification of Compliance.** For as long as Customer remains authorized to Make Available the Services, and one year thereafter, Customer agrees to reasonably cooperate with ElevenLabs (or its' third-party auditor), upon at least 10 business days' prior notice, to verify compliance with the Agreement and any applicable End User Agreements. Such cooperation shall include Customer providing ElevenLabs (or ElevenLabs' third-party auditor) relevant documentation or records as reasonably necessary to confirm compliance, strictly limited to the scope of the Agreement and any applicable End User Agreements. Any such inspections will be conducted no more than once per calendar year, and in a manner not designed to interfere unreasonably with Customer's ordinary business operations. Notwithstanding the foregoing, if any such inspection reveals material noncompliance with the terms and conditions of the Agreement or any applicable End User Agreements, ElevenLabs may conduct additional inspections as reasonably necessary to verify compliance. ElevenLabs will cover the expenses of any third-party auditor it engages.

4. **ORDERS AND PAYMENT.** Customer will independently establish the subscription price of the Bundled Service for its End Users.

5. **SUPPORT.** Customer will provide knowledgeable assistance to End Users regarding Services. Customer is responsible for all initial contact from End Users for all support related to Services and will only escalate issues to ElevenLabs as necessary, on a case-by-case basis, subject to any support terms in place between ElevenLabs and Customer as set forth in the Agreement. For the avoidance of doubt, ElevenLabs has no obligation to provide direct support to any End Users.

6. **ELEVENLABS MARKS.** Use of the ElevenLabs' name, trademarks, service marks, or domains ("**ElevenLabs Marks**") must conform to the ElevenLabs trademark use requirements that ElevenLabs provides to the Customer from time to time. Upon ElevenLabs' request, Customer will provide sample uses of the ElevenLabs Marks.

7. **INDEMNIFICATION.** Without limiting its indemnity obligations under the Agreement, Customer, at its expense, will defend, indemnify and hold ElevenLabs harmless from and against any and all Losses in connection with any third-party Claim to the extent arising from End Users' breach of the End User Agreement.

8. **WIND-DOWN.** If the Agreement is terminated (other than due to a termination by ElevenLabs as a result of Customer's breach of the Agreement or pursuant to Section 8.5 of the Services Agreement) and so long as Customer continues to comply with the terms and conditions of the Agreement, those End User Agreements that were still valid at the point in time when the Agreement is terminated will not automatically terminate, but will remain in place and ElevenLabs will grant Customer a wind-down period of up to one year from the expiration date of the Agreement ("**Wind-Down Period**"). During the Wind-Down period, the Agreement will continue, except Customer shall not be able to Make Available the Services to any new End Users, and shall not be able to increase usage of the Services for any existing End Users.

9. **GOVERNMENT ENTITIES.**

9.1 **Permitted Government Engagements.** Customer may Make Available the Bundled Service to Government Entities, provided that Customer assumes sole responsibility for ensuring compliance with all applicable laws, regulations, and contractual requirements related to government procurement.

9.2. **No Expansion of ElevenLabs' Obligations.** Customer represents and warrants that it will ensure that Making Available the Bundled Service does not impose additional obligations, certifications, or

requirements on ElevenLabs unless ElevenLabs provides prior written consent to such additional obligations, certifications or requirements in each case.

9.3. Indemnification for Government Entity Use. Customer agrees to indemnify, defend, and hold harmless ElevenLabs, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all Losses arising out of or related to:

- (a) any failure by Customer to comply with applicable laws, regulations, or contractual requirements related to such use by a Government Entity; and
- (b) any claims or actions brought by Government Entities, or third parties, in connection with the Bundled Services.

9.4. ElevenLabs' Responsibility. ElevenLabs shall not be responsible for any compliance obligations, certifications, or approvals arising out of Customer Making Available Bundled Services to Government Entities, except as expressly stated in the Agreement.

9.5. Audit Rights. ElevenLabs reserves the right to audit Customer's provision of Bundled Services Made Available to Government Entities to verify compliance with the Agreement.

9.6. Termination Rights. ElevenLabs reserves the right to terminate the Agreement, in whole or in part, immediately upon written notice to Customer:

- (a) if Customer fails to comply with its obligations under this Section 9; or
- (b) if any Government Entity End User imposes additional compliance obligations, certifications, operational requirements, or other conditions on ElevenLabs that ElevenLabs deems, in its sole discretion, commercially unreasonable, unduly burdensome, or inconsistent with its business practices.

[End of Exhibit A]

Exhibit B
AGENTS PLATFORM TERMS

These Agents Terms (“Service Terms”) supplement your (“you”, “your” or “Customer”) existing agreement with ElevenLabs or, if no separate agreement exists, the [ElevenLabs Terms of Service](#) (either, the “Underlying ElevenLabs Agreement”). Your use of Agents (defined below) is also subject to our [Prohibited Use Policy](#) and our [Privacy Policy](#). Defined terms used in these Service Terms have the meanings set forth in the Underlying ElevenLabs Agreement.

Please read these Service Terms carefully. By using Agents you agree to these Service Terms. If you do not agree or do not have the authority to agree, you are not permitted to use Agents. These Service Terms constitute a legally binding contract between you and ElevenLabs. In case of any conflict between these Service Terms and other terms agreed upon between you and ElevenLabs, these Service Terms shall prevail with respect to your access or use of Agents.

THESE SERVICE TERMS CONTAIN VARIOUS LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTIONS 5 AND 7.G.

1. Agents. “Agents” is a solution offered by ElevenLabs that enables the deployment of interactive AI [voice agents](#) (“Customer AI Agent”) as part of ElevenLabs’ Services. Agents is powered in part by one or more third-party LLM providers (“LLM Provider”). By using Agents, you acknowledge and agree that you may interact with and direct information to these LLM Providers and that you must comply with applicable LLM Provider policies.

2. RESTRICTIONS. Customer shall not, and shall not permit its End Users (defined below) to:

A. use Agents or LLM Provider services hereunder in a manner that violates any applicable laws or infringes, misappropriates or otherwise violates any party’s intellectual property rights;

B. modify or create derivative works of Agents or LLM Provider services;

C. reverse assemble, reverse compile, reverse engineer, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of models,

algorithms, and systems of Agents or those of an LLM Provider (except to the extent such restrictions are contrary to applicable law, in which case, if you reside in a jurisdiction that expressly prohibits such restrictions, you must provide ElevenLabs with advance written notice prior to engaging in any such activities, and ElevenLabs may, in its discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on such use of ElevenLabs' source code for Agents to ensure ElevenLabs' (and our suppliers') proprietary rights in such source code are protected);

D. use Agents or LLM Provider services hereunder to develop foundation models or other large-scale models that compete with the Services or LLM Provider services;

E. provide as Input to Agents or otherwise submit or make accessible to ElevenLabs any financial account identifiers (e.g., credit card numbers or bank account numbers), government issued identifiers (e.g., social insurance numbers, health card numbers) or other types of sensitive data that is subject to specific or elevated data protection requirements, including without limitation protected health information ("Prohibited Data"), unless ElevenLabs has expressly agreed in writing that it can comply with such requirements. ElevenLabs reserves the right to delete any such Prohibited Data at its sole discretion; or

F. use the Agents or LLM Provider services in violation of any applicable laws or regulations governing the initiation, placement, recording, or monitoring of telephone calls or other voice communications, including without limitation: the U.S. Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Do-Not-Call Implementation Act, the Federal Trade Commission Act, the Telemarketing Sales Rule, applicable U.S. state anti-wiretapping and telemarketing laws, and international equivalents such as the European Union ePrivacy Directive, Canada's Anti-Spam Legislation (CASL), and the United Kingdom's Privacy and Electronic Communications Regulations (PECR) (collectively, "Telecommunication Laws").

3. RESPONSIBILITIES. Customer shall clearly and prominently inform its End Users that (a) they are interacting with AI rather than a human, and (b) conversations are being recorded and may be shared with ElevenLabs and LLM Providers. Customer is also required to update its privacy policies accordingly. In the event Customer initiates outbound calls using Agents, Customer shall be responsible for obtaining all legally required consents and providing all legally required disclosures related thereto. Customer is solely responsible

for ensuring compliance with all applicable laws, regulations, and industry standards in connection with Customer's use of Agents.

4. END USERS.

A. Each End User that has access to a Customer AI Agent must have accepted an End User Agreement (defined below) that includes the following terms: (1) End Users must be bound by restrictions, obligations, and prohibitions regarding their use of the Customer AI Agent at least as restrictive as those found in the ElevenLabs Terms of Service and these Service Terms; (2) Customer is not ElevenLabs' agent or partner or in a joint venture with ElevenLabs; (3) ElevenLabs is a third-party beneficiary of Customer's agreement with End Users; and (4) End User grants ElevenLabs and its affiliates and subcontractors a non-exclusive right to process and use End User's data to provide and support the Services. Customer will not make any representations or warranties in the End User Agreement regarding the functionality or performance of the Services that conflict with the Underlying ElevenLabs Agreement. The End User Agreement must be binding on End Users under applicable laws and regulations in the jurisdiction in which Customer is providing access to the Customer AI Agent. As used herein, "End User" means Customer's customer that (w) is licensing or using the Customer AI Agent only for its own internal business operations or personal use, and (x) has signed an End User Agreement. "End User Agreement" means a (y) written contract, or (z) "clickwrap" style online agreements involving conspicuous notice to End Users and an affirmative click to accept by End Users, entered into between Customer and any End User pursuant to which End User accesses or uses the Customer AI Agent.

B. If consent from End Users is required under any applicable Telecommunication Law in connection with the use of Agents or LLM Provider services, Customer shall maintain written documentation evidencing that the required level of consent was obtained from each such End User. This documentation must be retained for the longer of: (1) the minimum period required under applicable Telecommunication Law, or (2) five (5) years from the date the consent was obtained.

5. NO PROFESSIONAL OR MEDICAL ADVICE. OUTPUT GENERATED BY AGENTS IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL ADVICE IN ANY FIELD, INCLUDING WITHOUT LIMITATION MEDICAL, LEGAL, ACCOUNTING, FINANCIAL, INVESTMENT,

OR PSYCHOLOGICAL ADVICE. CUSTOMER AGREES NOT TO RELY ON SUCH OUTPUT AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. ALWAYS SEEK ADVICE FROM A QUALIFIED PROFESSIONAL. ELEVENLABS DISCLAIMS ALL LIABILITY FOR ANY ACTIONS TAKEN BASED ON OUTPUT GENERATED BY AGENTS. ANY RELIANCE ON OUTPUT IS SOLELY AT CUSTOMER'S OWN RISK.

6. INDEMNIFICATION. Without limiting any indemnification obligations set forth in the Underlying ElevenLabs Agreement or as otherwise set forth herein, Customer agrees, to the extent permitted by law, to defend, indemnify, and hold ElevenLabs harmless, from and against any and all Losses in connection with any Claim to the extent arising from or related to: Customer's actual or alleged breach of any Telecommunication Law.

7. BRING YOUR OWN LARGE LANGUAGE MODEL. If Customer elects to integrate a Customer-Provided LLM (defined below) with Agents, the following terms also apply:

A. Defined Terms:

i. "BYO-LLM Integration" means the integration of the Customer-Provided LLM with Agents to enable interaction and functionality with the Customer-Provided LLM.

ii. "Customer-Provided LLM" means any algorithm or machine learning model developed, licensed, or sourced by Customer independently from the Services ("Third-Party Model") and integrated into the Services by Customer for use with Agents. For the avoidance of doubt, "Customer-Provided LLM" shall not include Agents.

B. License to Access and Use Customer-Provided LLM. Customer hereby grants ElevenLabs a revocable non-exclusive, non-transferable license to access, interact with and use the Customer-Provided LLM as necessary to deliver Agents.

C. Customer Responsibility for Customer-Provided LLM.

i. Customer acknowledges and agrees that any Customer-Provided LLM is solely its responsibility, including without limitation the procurement, management, and compliance obligations associated with such Third-Party Model.

ii. Customer represents and warrants that: (1) it has all necessary licenses, consents, permissions or approvals necessary to access and use the Customer-Provided LLMs in conjunction with the Services provided hereunder; (2) its use of the Customer-Provided LLMs hereunder shall comply with ElevenLabs' Prohibited Use Policy and any agreements or terms governing the use of such Customer-Provided LLM; and (3) it shall not use any Customer-Provided LLMs in any manner that infringes upon any third party rights, violates applicable laws, or introduces security vulnerabilities, or compromises the integrity of the Services or ElevenLabs' other customers.

iii. Customer retains ownership of any data processed by the Customer-Provided LLM. Customer represents and warrants that all data used with the Customer-Provided LLM complies with all applicable data protection laws.

D. No Subprocessor Relationship. Customer acknowledges that Customer and ElevenLabs operate independently, and any Third-Party Model integrated with Agents through a BYO-LLM Integration shall not be deemed a subprocessor of ElevenLabs. Customer shall be solely responsible for (i) establishing any required contractual or compliance obligations with the Third Party Model, including obtaining any necessary consents or authorizations for data processing; and (ii) ensuring that the Customer-Provided LLM complies with all applicable laws, including data protection laws and regulations.

E. Compliance and Security Requirements.

i. Customer agrees that it is solely responsible for ensuring that the Customer-Provided LLM operates in compliance with applicable data protection laws and security standards. Customer shall implement appropriate security measures and protocols to protect both its data and the integrity of ElevenLabs' Services when using the Customer-Provided LLM. Customer shall be responsible, and assumes all liability, for security vulnerabilities or data protection obligations introduced through the use of the Customer-Provided LLM.

ii. Without prejudice to ElevenLab's security obligations, Customer acknowledges and agrees that it, rather than ElevenLabs, is responsible for certain configurations and design decisions for the Customer-Provided LLM and Customer AI Agent, and that Customer, and not ElevenLabs, is responsible for implementing those configurations and design decisions in a secure manner that complies with applicable data protection laws.

iii. Customer bears sole responsibility for its API, including without limitation, the API's configuration and access control functionalities, and assumes all liability for damages. Customer is solely responsible for maintaining the confidentiality and security of its API keys. Customer is responsible for all activities that occur under its API keys, regardless of whether such activities are authorized by Customer.

F. Restrictions.

i. Customer shall not use the Customer-Provided LLM to generate, create, or distribute content that is illegal, offensive, defamatory, or otherwise in violation of ElevenLabs' Prohibited Use Policy. Additionally, Customer shall not use the Customer-Provided LLM to create, generate or distribute any sexual content. ElevenLabs reserves the right to suspend or terminate Customer's access to the BYO-LLM Integration if the Customer-Provided LLM is used in violation of the ElevenLabs Terms of Service or these Service Terms.

ii. Customer shall not use the BYO-LLM Integration to develop competing models or services.

G. No Warranty or Support Obligation.

i. ElevenLabs makes no representations, warranties or guarantees regarding the functionality, performance, reliability, accuracy, or security of any Customer-Provided LLM. Customer acknowledges that ElevenLabs is not responsible for any outcomes, errors, or issues arising from the Customer-Provided LLM's performance within the BYO-LLM Integration.

ii. ElevenLabs shall have no obligation to provide support or maintenance for any issues specific to the Customer-Provided LLM. For clarity, any service level commitments made by ElevenLabs do not apply to Customer-Provided LLMs.

H. Indemnification. Without limiting Customer's indemnity obligations under the Underlying ElevenLabs Agreement or as otherwise set forth herein, Customer agrees to indemnify, defend, and hold harmless ElevenLabs and its officers, directors, partners, licensors, employees and agents from any claims, damages, losses, or liabilities arising from or related to the Customer-Provided LLM, including without limitation claims related to intellectual property infringement, data privacy violations, content generated through the Customer-Provided LLM, and security breaches caused by or related to the Customer-Provided LLM.

I. Termination and Suspension Rights. ElevenLabs reserves the right to suspend or terminate the Customer's access to the BYO-LLM Integration if the Customer-Provided LLM poses a security or safety risk, violates the Underlying ElevenLabs Agreement, or if Customer is in breach of any terms herein. Upon termination, ElevenLabs will revoke access to the BYO-LLM Integration and handle any data associated with the Customer-Provided LLM in accordance with ElevenLabs' data retention policies.

[End of Exhibit B]