

CHARACTER AND VOICE DATABASE LICENSE AGREEMENT

This Agreement is the general agreement for the public release of Character Eleanor Forte and ENG-F1 Voice Database (referred to the definitions as follows in this Agreement) where their Licensor Kanru Hua (华侃如) gives as a condition for using in general.

1. DEFINITION

As used in this Agreement, the following terms shall have the following meanings:

Publisher: Kanru Hua (华侃如), citizen of PRC, the software copyright owner of the Voice Database and the copyright owner of the Character.

Software: Synthesizer V (Technical Preview), including any future versions, improvements, developments, programming fixes, updates and upgrades thereof, of which the copyright is fully and completely owned by Kanru Hua (华侃如) (hereinafter referred to as Publisher).

Character: in this agreement refers to the virtual character Eleanor Forte, “Eleanor Forte” or “virtual character”. Eleanor Forte is the name of the Character. Eleanor Forte is embodied with features in drawings of which the copyright is owned by the Publisher and abstracted to a virtual character with certain character traits. The voice or voice character of virtual character Eleanor Forte is provided by and solely matched to the Voice Database.

Voice Database: ENG-F1 Voice Database, or Eleanor Forte Voice Database, produced with technical procedures at a basis of and from materials of certain human voice recorded by Publisher. The copyright work of the Voice Database includes: (1) raw or processed, compressed, coded audio and (2) configuration and annotation data for the said audio data for the Software, including any future versions, improvements, developments, programming fixes, updates and upgrades thereof.

Eleanor Forte Voice: Voice Database and the voice used for the Character processed by the Software.

Work: any audio, singing, speech, poetry reading, chant, drawing or other materials using the Character images and/or the Eleanor Forte Voice, including the derived works on the Eleanor Forte Voice or the derived works based on the virtual character.

Official Website: the official website managed by the Publisher, using for the publish and distribution of the foregoing Software, Character and Voice Database. The web address: synthesizerv.com.

2. GRANT OF LICENSE

2.1. The Publisher grants a license to the User to use the Character and Voice Database on the basis that the User fully understands and agrees this Agreement. If the User does not agree to this Agreement or does not fully understand the content of this Agreement, the User may not use the Character or the Voice Database. If the User use the Character or the Voice Database, the User is deemed to be bound by all the terms and conditions of this Agreement.

2.2. Without contrary to the existing laws and regulations and this Agreement, any legal person, natural person or other organization is entitled to use, create and spread the Work free of charge, except for any commercial use (including for any profit-making activity). In the context of non-commercial use, when publishing, using a Work related to the Character or a Work produced on a basis of Voice Database, the User is not required to contact the Publisher in advance and afterwards or to obtain additional licenses by and from the Publisher.

3. OCCASIONS WHERE ADDITIONAL LICENSE FOR USE IS NEEDED

3.1. The User shall apply for additional license for use where the profits from the publish, sales or any other commercial use of the Work through Internet by the User is or is expected to be more than 5000 CNY or other currencies of an equivalent value.

3.2. The User shall apply for additional license for use in advance where the User uses the Work in any form or way not as stipulated in this Agreement.

3.3. The User shall apply for license for use through the contact information of the Publisher stipulated on the Official Website.

4. PROHIBITED MATTERS

4.1. The User shall not use or spread the Character, Voice Database or Work in any way contrary to the existing laws, public advantages, public order and this Agreement.

4.2. The User shall not change or modify any copyright mark, copyright notice of the Character and the Voice Database, or any of their copies without the consent of the Publisher.

4.3. The User shall not sell or distribute all or parts of the copyright of all or parts of the Character and Voice Database or their copies, without the consent of the Publisher, regardless of whether the content or form of the Character and Voice Database is changed or modified or not.

4.4. The User shall not distribute the copies of the Voice Database, rent, or lease the Voice Database to any third party; provided that the distribution, rental, or leasing is free of charge and contains one link (enabling the users to visit) to synthesizerv.com.

4.5. The User shall not reverse-compile, disassemble, reverse-engineer, or use any other method to convert the Voice Database into a readable form, or record or derive the voices from the Voice Database to use in any other software similar to the Software. The User shall not allow any other person to do the foregoing.

4.6. The User shall not produce, publish or spread any Work through the Character or Voice Database containing the following content or information:

4.6.1. Any portrait of full nudity with explicit sexual cues, or any other sexual cues in forms of images, words, language, dialogues, actions, videos and voices and to the extent stimulating a normal adult to shame or disgust;

- 4.6.2. Any detailed depiction of robberies, kidnappings, murders or other crimes, or animal injury or abuse, or any suicide inducing imitational behaviors;
- 4.6.3. Any cruelty and abnormal content in impactful manners to the extent unacceptable to a normal adult;
- 4.6.4. Any detailed depiction of drug taking and trafficking and other drug usage;
- 4.6.5. Any content detrimental to the manner or mentality of a person under 18 years old;
- 4.6.6. Any detailed depiction of sexual abuse and rape of various kinds;
- 4.6.7. Any politically sensitive content, any other content containing porn, violence, blood or contrary to the laws and regulations and public moralities of the place where the Character or Voice Database is used.

5. THE TERMINATION OF THIS AGREEMENT

- 5.1. The license to the User thereof may be terminated automatically under the circumstances where:
 - (1) The Software User license granted by the Publisher is terminated;
 - (2) The User breaches this Agreement;
 - (3) The Publisher publishes the termination of this Agreement on the Official Website at any time.
- 5.2. Where any of the above circumstances occurs, the User shall destroy all the copies of the Voice Database and Character. Where the circumstance under the Article 5.1 (2) occurs, the Publisher may claim the User for compensation and bring other legal actions against the User.

6. GOVERNING LAW AND DISPUTE SETTLEMENT

- 6.1. The validity, construction and performance of this Agreement shall be governed by the laws of PRC. All disputes in connection with this Agreement or the execution thereof shall be settled through friendly negotiations. In case no settlement can be reached through negotiations, the dispute should be submitted for arbitration to Shanghai Arbitration Commission. The arbitration shall take place in Shanghai, PRC.

7. NO WARRANTIES AND LIMITATION OF LIABILITIES

- 7.1. The Character and Voice Database is offered "as is" and Publisher makes no warranty as to its use or performance. All risks arising from the use or performance of the Character and Voice Database remains with the User. The Publisher does not and cannot warrant the performance or results the User may obtain by using the Character and Voice Database and relevant documentation. The Publisher makes no warranties, express or implied, as to non-infringement of third party rights, merchantability, or fitness for any

particular purpose. In no event will the Publisher be liable to the User for any consequential, incidental or special damages, including any lost profits or lost savings, even if the Publisher has been informed of the possibility of such damages, or for any claim by any third party.

7.2. This Agreement may be modified without prior notice. The update of this Agreement shall be referred on the Official Website.

8. THE DECLARATION OF COPYRIGHT

8.1. The Publisher hereby declares to own the entire copyright of the virtual character (Eleanor Forte), the Software and Voice Database.