

Dynamic A.I. Audio Commercials Waiver

The terms of this waiver are only applicable to dynamic audio commercials which include content generated through digital voice replicas.

Dynamic audio advertising utilizes digital technology to create customized, audio-only ads, wherein elements of a commercial are “dynamically” changed at the time of delivery to reflect a listener’s specific circumstances, such as location, weather, or time of day.

Standard audio commercials may not be produced under the terms of this waiver.

I. Live Session Fee

60 minutes, \$550 per session, any additional session time paid in half-hour increments. Performer paid per session or per commercial recorded, whichever is greater. Session fee may not be applied towards use.

II. A.I.-created Commercials

- a. Producer, with notice to and written consent from performer, may create a digital voice replica of performer from a recorded session (paid as a “live session”) or by using pre-existing recordings of performer.
- b. Producer may make one or more commercials using performer’s digital voice replica and must obtain performer’s consent for each original commercial created.
- c. Performer shall be paid one session fee (\$550) per commercial (including its multiple versions) created using performer’s digital voice replica.

III. A.I.-created Customization

For the creation of customization elements using performer’s digital voice replica, performer shall be compensated an additional 50% of one session fee (\$550) per commercial.

IV. Use Fees

Unlimited digital use (i.e., not use on terrestrial radio) for the time period specified:

4-week \$385

8-week \$495

13-week \$605

6-month \$825

1-year \$1,210

V. Example

If the “body” of the commercial is “Coffee Brand X is making coffee your way” and the AI-created customization is the intro changing from “Good morning Duncan...”, “Good afternoon Duncan...”, “Good evening Duncan...” Those versions would all be paid as one commercial for use purposes. Performer would receive \$550 for the creation of the commercial, 50% of session for digital voice replica to be used to create all of the AI-created customized intros, and then use fees for the entire commercial (all versions).

VI. Health & Retirement Contributions

Due on all gross compensation at the current contribution rate set forth in the SAG-AFTRA Audio Commercials Contract.

VII. Protection of Digital Voice Replica

- a. Except as set forth in the Audio Commercials Contract, Producer shall have no right to use or authorize use of any part of the voice recordings upon which the digital voice replica is based, other than in connection with recording the original commercial and/or creating the digital voice replica, without separately bargaining the terms and conditions of the use with SAG-AFTRA and the affected performer(s).
- b. Producer shall take commercially reasonable steps to ensure the security of any digital voice replica material created in whole or in part under this waiver, including to prevent unauthorized access, disclosure, or theft of the voice and to prevent unauthorized use of the voice by any third party. In the event Producer learns of any violation of this section producer will 1) make good faith efforts to retrieve, take down, and or prevent further unauthorized access and 2) will promptly notify SAG-AFTRA and the affected performer(s) of any unauthorized access, disclosure, theft, or use of the voice.
- c. Producer shall cease all use of the digital voice replica and delete all copies of the voice upon the expiration of the maximum period of use, unless otherwise agreed to in writing between the performer and Producer.

VIII. Other

All other terms and conditions of the SAG-AFTRA Audio Commercials Contract not modified above shall apply, including for any use outside of dynamic audio technology.