

AURION

PRINCE JORDAN TYSON

COMMERCIAL DIGITAL PERSONA LICENSE AGREEMENT



LICENSE THE AURION VERSION OF PRINCE JORDAN TYSON

For approved sales, promotions, marketing, brand engagement, presentations, websites, campaigns, and customer-facing experiences worldwide.

Licensor: Prince Jordan Tyson | **Licensee:** _____

Effective Date: _____ Agreement No.: _____

IMPORTANT COMMERCIAL CLAIMS NOTE: The Aurion persona may be promoted as experienced and effective in sales, promotions, and marketing. This agreement does not promise a specific level of revenue, conversions, leads, or business results. Any public use of the word "guaranteed" or any objective performance claim must be separately approved in writing and supported as required by applicable advertising law.

1. PARTIES AND PURPOSE

This Commercial Digital Persona License Agreement (the "Agreement") is entered into by Prince Jordan Tyson ("Licensor") and the person or entity identified in the Order Form below ("Licensee"). The purpose of this Agreement is to authorize limited commercial use of the approved "Aurion" digital representation of Prince Jordan Tyson under the terms stated here.

2. LICENSED ASSET

The "Licensed Asset" means the approved Aurion digital persona and related materials supplied or authorized by Licensor, which may include the visual likeness, name, approved biographical positioning, AI-host interface, authorized synthesized or cloned voice output, audio, motion effects, approved scripts, promotional copy, and other branded elements specifically identified in an Order Form.

No ownership of Prince Jordan Tyson's name, image, likeness, voice, identity, persona, publicity rights, trademarks, source code, AI models, training data, or underlying intellectual property is transferred to Licensee.

3. GRANT OF LICENSE

Subject to full payment and continued compliance with this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable, revocable commercial license to display and use the Licensed Asset solely for the approved campaign, product, service, channels, territory, and term stated in the Order Form.

- Worldwide use is permitted only when "Worldwide" is selected in the Order Form or otherwise approved in writing.
- The license may include websites, landing pages, e-commerce, social media, digital advertising, presentations, trade shows, retail displays, customer-service or sales experiences, and other approved media.
- Licensee may not sell, assign, rent, white-label, sublicense, or provide the Licensed Asset to a third party except with Licensor's prior written approval.

4. APPROVED COMMERCIAL USE

Aurion may be used as a branded AI entertainment, promotional, marketing, sales, presentation, or customer-engagement host for approved products and services. Licensee is responsible for the truthfulness and legality of all product claims, offers, pricing, testimonials, disclaimers, and customer-facing statements used in connection with the Licensed Asset.

Any statement that Prince Jordan Tyson personally endorses, uses, recommends, guarantees, or has tested a particular product or service requires prior written approval from Licensor for that specific product or service.

5. PROHIBITED USES

- Illegal, fraudulent, deceptive, defamatory, harassing, discriminatory, obscene, or intentionally misleading content.
- Political campaign advertising, candidate endorsements, lobbying messages, or issue advocacy unless separately authorized in writing.
- Pornographic or sexually explicit content, unlicensed gambling, illegal drugs, unlawful weapons promotion, or other high-risk categories not expressly approved.
- Medical, legal, financial, investment, safety, or other regulated claims presented as professional advice unless separately reviewed and authorized for that use.
- Creating a new voice clone, face model, biometric model, deepfake model, AI training dataset, derivative avatar, or digital replica from the Licensed Asset.
- Removing required AI/digital-persona disclosures, watermarks, attribution, rights notices, or technical restrictions when supplied by Licensor.
- Representing the Aurion persona as a live human participant when it is actually an AI-generated or pre-programmed digital representation, where such representation would be misleading or unlawful.

6. AI AND DIGITAL-PERSONA DISCLOSURE

Licensee will make clear and conspicuous disclosure that Aurion is an AI-enabled or digitally generated representation when disclosure is required by law, platform policy, contract, or the context necessary to avoid consumer confusion. Licensee will not intentionally conceal the synthetic or automated nature of the persona in a way that is deceptive.

7. BRAND, LIKENESS, VOICE, AND CONTENT CONTROL

Licensor retains final approval over the use of Prince Jordan Tyson's name, image, likeness, voice, biography, reputation, and persona. Licensor may require correction, replacement, or removal of content that materially misrepresents the persona, harms the brand, violates this Agreement, or creates a material legal or reputational risk.

Licensee may submit scripts, offers, product information, and campaign concepts for approval. Approval of one campaign does not constitute approval of unrelated future campaigns.

8. FEES AND PAYMENT

License fees are stated in the Order Form. Unless the Order Form says otherwise, invoices are due before commercial activation. Recurring access may be suspended for nonpayment. Taxes, media-buy costs, third-party platform charges, production expenses, and integration costs are Licensee's responsibility unless expressly included.

9. TERM, RENEWAL, AND TERRITORY

The license begins on the Effective Date and continues for the term stated in the Order Form. Renewal is not automatic unless expressly stated. At expiration or termination, Licensee must stop new use of the Licensed Asset and remove active public-facing uses within ten (10) business days, unless a shorter period is required for legal, safety, or brand-protection reasons.

10. TECHNOLOGY, HOSTING, AND AVAILABILITY

The Licensed Asset may depend on third-party AI, hosting, speech, web-search, browser, payment, or content-delivery services. Licensor does not warrant uninterrupted availability of third-party systems. Licensor may update the technology, visual presentation, voice engine, model provider, security measures, or integration method when reasonably necessary to maintain functionality, safety, or compliance.

11. DATA, PRIVACY, AND SECURITY

Each party is responsible for complying with applicable privacy, data-protection, recording, cookie, consent, and security laws relating to data it collects or controls. Licensee will not collect sensitive personal information through Aurion unless the collection is lawful, disclosed, necessary, and protected. API keys, voice credentials, access tokens, and other secrets must not be exposed in public website code.

12. INTELLECTUAL PROPERTY AND RESERVATION OF RIGHTS

All rights not expressly granted are reserved by Licensor and the applicable technology owners. Licensee receives only the limited usage rights stated in this Agreement. Licensee receives no right to register trademarks, domains, social accounts, voice marks, publicity rights, copyrights, or other rights containing Prince Jordan Tyson, Aurion, or confusingly similar identifiers without written authorization.

13. ADVERTISING CLAIMS AND PERFORMANCE

Licensor may describe Prince Jordan Tyson as having real-world experience and demonstrated ability in sales, promotions, marketing, entertainment, presentation, or audience engagement where supported by Licensor's own records and experience. However, business outcomes depend on many factors outside Licensor's control, including the product, offer, pricing, audience, media spend, fulfillment, market conditions, campaign execution, and Licensee conduct.

Accordingly, except for an express written commitment in a signed Order Form, there is no warranty or guarantee of any particular revenue, sales volume, conversion rate, lead count, return on advertising spend, market share, or other commercial result.

14. REPRESENTATIONS AND WARRANTIES

Each party represents that it has authority to enter into this Agreement. Licensee represents that it has the rights necessary to provide all product information, trademarks, footage, music, scripts, claims, and other materials it supplies. Licensor represents that Licensor has authority to grant the rights in Prince Jordan Tyson's own persona that are expressly granted in this Agreement.

15. INDEMNIFICATION

Licensee will defend, indemnify, and hold harmless Licensor and Licensor's authorized contractors from third-party claims, damages, penalties, liabilities, and reasonable costs arising from Licensee's products or services, unlawful or misleading claims, materials supplied by Licensee, unauthorized modifications, prohibited uses, privacy violations, or breach of this Agreement. Licensor will be responsible for third-party claims arising solely from Licensor's lack of authority to grant the express persona rights granted here, subject to the limitations below.

16. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, neither party will be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits or lost business opportunities, arising from this Agreement. Except for unpaid fees, infringement or misuse of persona rights, confidentiality or security breaches, indemnification obligations, fraud, or willful misconduct, each party's aggregate contractual liability will not exceed the license fees paid or payable under the applicable Order Form during the twelve (12) months preceding the event giving rise to the claim.

17. TERMINATION

Either party may terminate for a material breach that is not cured within ten (10) business days after written notice, unless the breach cannot reasonably be cured. Licensor may suspend or terminate immediately for unauthorized cloning, unlawful impersonation, fraud, dangerous use, material reputational harm, security compromise, nonpayment, or use outside the approved scope. Sections concerning ownership, payment obligations, prohibited cloning, confidentiality, indemnification, limitations, and accrued rights survive termination.

18. CONFIDENTIALITY

Non-public pricing, access credentials, technical documentation, unreleased creative materials, customer lists, and other information identified as confidential or reasonably understood to be confidential must be protected using reasonable care and used only for performance of this Agreement.

19. INDEPENDENT CONTRACTORS

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment relationship, fiduciary relationship, franchise, or agency authority. Licensee may not bind Licensor to any agreement with a third party.

20. GOVERNING LAW AND DISPUTES

Unless the Order Form states otherwise, this Agreement is governed by the laws of the State of California, without regard to conflict-of-law rules. The parties will first attempt in good faith to resolve any dispute through written notice and direct discussion. Any court proceeding will be brought in a court of competent jurisdiction located in the county of Licensor's principal place of business, unless applicable law requires otherwise.

21. GENERAL TERMS

This Agreement and its Order Form constitute the entire agreement concerning the Licensed Asset and supersede prior discussions about the same licensed use. Amendments must be in writing and accepted by both parties. If a provision is unenforceable, it will be limited or severed to the minimum extent necessary while the remainder stays effective. Electronic signatures and counterparts are permitted.

AURION COMMERCIAL LICENSE - ORDER FORM

Complete this page for each client, campaign, product, or service. The Order Form controls over conflicting business terms in the main Agreement only when the change is stated clearly and signed by both parties.

Licensee Legal Name	
Brand / Campaign	
Approved Product / Service	
Permitted Channels	Website / Social / Digital Ads / Retail / Events / Other: _____
Territory	Worldwide / United States / Other: _____
License Term	Start: _____ End: _____
License Fee	\$ _____
Recurring Fee	\$ _____ per month / year / N/A
Revenue Share	_____ % / N/A
Approved Special Claims	None unless written here: _____
Additional Restrictions	_____

SIGNATURES

By signing below, each party agrees to the Agreement and the completed Order Form.

LICENSOR	LICENSEE
Prince Jordan Tyson	Legal Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Email / Notice Address: _____	Email / Notice Address: _____

AURION - A licensed digital persona of Prince Jordan Tyson

For commercial licensing inquiries, add your website, email, or licensing contact information here before publishing.