



Topaz Labs End User License Agreement

This End User License Agreement (“**EULA**”) is a binding agreement between you (referred to herein as “**Customer**”, “**End User**”, “**You**” or “**Your**”) and Topaz Labs LLC (“**Topaz**”) and governs Your use of the products and services offered by Topaz, including but not limited to: (i) downloadable desktop software (“**Software**”); (ii) web-based applications (“**Web Applications**”); (iii) application programming interfaces (“**API**”); (iv) on-premise deployments (“**On-Premise Deployments**”); and (v) any related documentation, updates, and support services provided by Topaz. Collectively, all such products, services, and related materials are referred to as the “**Services**.”

TOPAZ PROVIDES THE SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY USING THE SERVICES YOU (A) ACCEPT THIS EULA AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE AT LEAST 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR JURISDICTION, WHICHEVER IS GREATER; AND (II) IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF SUCH ENTITY AND TO BIND SUCH ENTITY TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, TOPAZ WILL NOT AND DOES NOT LICENSE THE SERVICES TO YOU AND YOU MUST NOT DOWNLOAD OR INSTALL THE SOFTWARE, OR OTHERWISE ACCESS THE SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS EULA, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS EULA, AND THIS EULA EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SERVICE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THE SERVICES.

PLEASE NOTE THAT THIS EULA CONTAINS **INDEMNIFICATION, DISPUTE RESOLUTION (INCLUDING ARBITRATION AND CLASS WAIVER REQUIREMENTS FOR CERTAIN USERS), DISCLAIMER OF WARRANTIES, AND LIMITATION OF LIABILITY SECTIONS** THAT AFFECT YOUR RIGHTS, INCLUDING YOUR ABILITY TO BRING LEGAL CLAIMS AGAINST TOPAZ. Please read this EULA and any other terms referenced in this EULA carefully.

1. DEFINITIONS

- 1.1. “**API**” means Topaz's application programming interface and any accompanying documentation or materials provided by Topaz that allow for programmatic access to its processing models.
- 1.2. “**On-Premise Deployment**” means a version of the Software, typically delivered via a Docker container or similar technology, for installation and operation on Customer's own hardware or cloud infrastructure.
- 1.3. “**Service Credits**” means the units purchased by a Customer to pay for Usage-Based Fees. The specific name of these credits (e.g., “**Cloud Credits**”) and their value may vary by Service.
- 1.4. “**Software**” means Topaz's downloadable desktop applications, including but not limited to Photo AI, Video AI, and Gigapixel AI.

- 1.5. "Usage-Based Fees" means fees incurred by a Customer for the use of a Service based on consumption, such as processing a number of images or frames of video.
 - 1.6. "Web Applications" means Topaz's services made available to the Customer through a web browser, without the need for downloading and installing Software.
2. **PRIVACY.** How Topaz collects, uses, and discloses information, including personal information, that You provide to us is described in our Privacy Policy found at: <https://topazlabs.com/privacy>. You expressly consent and acknowledge that in order for Topaz to provide the Services and ensure compliance with this EULA, Topaz shall have the right to collect, use, process, store, and transfer technical and usage data related to Your use of the Services, including but not limited to usage patterns, device information, and performance metrics. This data may be used for purposes of license validation, compliance auditing, billing for usage-based services, and improving the Services, all as further described in the Privacy Policy.
3. **LICENSE GRANT.**
 - 3.1. Terms Specific to Desktop Software.
 - 3.1.1. License Grant. Subject to Your payment of the applicable Fees and compliance with this EULA, Topaz grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferable license during the Term to download, install, and use the Software according to the terms of your purchased license tier ("Personal" or "Professional")
 - 3.1.2. Personal License: A "Personal License" means that You can use the Software for Your personal purposes only. The Software may not be used under a Personal License for Commercial Use by full-time or part-time employees of organizations whose consolidated annual revenue exceeds one million dollars (USD \$1,000,000) ("Professional Organizations"). "Commercial Use" includes but is not limited to generation and distribution of content for game or media assets, paid distribution on video platforms or stock photo platforms, advertising, publication, or printed media. Professional Organizations and its employees are required to purchase a Professional License to the Software as set forth below. Independent contractors who are employed by Professional Organizations for part-time work for periods of six (6) months or less ("Freelance Contractors") may use a Personal License for authorized Purposes including Commercial Use. A Personal License grants You the right to install and use the Software on one (1) computer per license purchased. Personal Licenses are only valid for a single user and may not be shared between individuals. Access to, use of, or any attempt to access or use the Command Line Interface ("CLI") is strictly prohibited under a Personal License and may result in immediate termination of Your license without notice. At all times, Topaz may monitor Your use of the Software for purposes including, without limitation, license compliance and enforcement. If Topaz, in its sole discretion, determines that Your use of the Software exceeds the permitted use under the Personal License, Topaz shall provide You with written notice (which may be provided via email to Your registered email address) detailing the specific basis for such determination. You shall then have thirty (30) days following such notice to either (i) obtain and pay for the Professional License at Topaz's then-current rates, or (ii) provide documentary evidence satisfactory to Topaz demonstrating compliance with the Personal License terms. If You fail to comply with the requirements set forth above within the thirty (30) day period, Topaz may, upon an additional ten (10) days' written notice, terminate Your right to use the Software and suspend Your account. Topaz reserves the right to pursue all available legal remedies to recover amounts due.
 - 3.1.3. Professional License: A "Professional License" means that You can use the Services for any lawful purpose, including Commercial Use, subject to the terms and conditions of this EULA and any additional restrictions Topaz may impose from time to time in its

sole discretion, but Your download and installation of the Software is limited to one (1) computer for as many licenses as You purchase. Professional Licenses are offered exclusively on a subscription basis, and Your right to use the Software terminates upon the expiration or non-renewal of Your subscription. Professional Licenses to the Software may also come with certain additional features.

3.1.3.1. **Seat Management.** If You hold a Professional License to the Software, You have the ability to determine how many persons the Software may be assigned to. You may do this by accessing the online admin and account management portal.

3.1.3.2. **Command Line Interface (CLI).** Access to the CLI is available as a premium, paid add-on to a Professional License. CLI access, if offered, is available only as a premium, paid add-on to a Professional License and only for those Services, products, versions, or deployments for which Topaz makes CLI functionality available. The specific licensing model for the CLI, which may be usage-based, a flat-fee subscription, or another arrangement, along with the associated Fees, will be set forth in the applicable Order Form or at the time of purchase. **CLI is not available for Topaz Video subscription offerings (including Pro or Standard), and may be phased out or removed for other subscription offerings in Topaz's discretion.** Notwithstanding the foregoing, (i) End Users of certain perpetual legacy versions of the Software may be permitted to continue to use CLI with those legacy perpetual versions, and (ii) Enterprise customers or customers using custom-built versions may be granted CLI access pursuant to a separate written agreement or Order Form. CLI access may also be restricted solely in an online environment, at Topaz's discretion.

3.2. Terms Specific to Web Applications

3.2.1. **Access and Plans.** Access to the Web Applications is provided on a subscription basis according to different plan tiers. The specific features and limitations of each plan are presented at the time of purchase and are incorporated into this EULA by reference.

3.2.2. **Commercial Use Restrictions.** The right to use the Web Applications for Commercial Use depends on the purchased plan and is specified at the time of purchase.

3.2.3. **Fair Use Policy.** For plans described as offering "unlimited" use, You acknowledge and agree that such use is subject to a fair use policy, and that "unlimited" does not guarantee any specific level of service or availability. Topaz reserves the right to implement rate limits and other technical measures in its sole discretion to prevent abuse, including but not limited to scripting or bot activity, and to ensure service stability for all users. Topaz reserves the right to determine what constitutes abuse of this policy in its sole discretion. In cases of suspected abuse, Topaz may suspend or terminate services upon written notice to You (email to suffice), except in cases of egregious abuse where immediate suspension may be necessary to protect service integrity.

3.3. Terms Specific to API and On-Premise Deployments

3.3.1. **Access and Billing.** Access to the API is a usage-based service that requires the payment of Usage-Based Fees, typically managed through a system of Service Credits. The licensing model for On-Premise Deployments, which may be usage-based, per-server, or another arrangement, will be set forth in the applicable Order Form or Service Agreement. Use of these Services is contingent on maintaining an active account with a positive Service Credit balance or an active subscription plan.

3.3.2. **On-Premise Deployment Requirements.** On-Premise Deployments require an active annual contract with Topaz. Fees for maintenance and support, if any, will be detailed in a separate Order Form or Service Agreement executed prior to deployment.

3.3.3. API Security. You are solely responsible for maintaining the confidentiality of any API keys assigned to You. You agree that You are fully responsible and liable for all activities that occur under Your API key(s). You must immediately, but in no event later than twenty-four (24) hours after discovery, notify Topaz in writing of any unauthorized use or suspected unauthorized use of Your API keys or any other actual or potential

breach of security. Failure to provide such timely notification shall constitute a material breach of this Agreement. Topaz reserves the right to disable any API key if, in its sole discretion, Topaz believes You have violated any provision of this Agreement.

- 3.3.4. **Restriction on Live Resale and Integration.** You may not use the API or an On-Premise Deployment to provide live, automated processing services to third parties (i.e., act as a "Model-as-a-Service" provider), integrate the Services into any third-party application or service, or otherwise make the Services available to third parties, whether directly or indirectly, without the express prior written consent of Topaz. Such consent, if granted, will be subject to a separate commercial agreement and will require strict adherence to Topaz's co-branding and attribution guidelines, which may be updated from time to time in Topaz's sole discretion. Any unauthorized resale or redistribution of the Services shall constitute a material breach of this Agreement and may result in immediate termination of Your access to the Services.
 - 3.4. **Updates.** For Services provided on a subscription basis, You will have access to any updates offered by Topaz during Your active subscription Term. For Software provided under a perpetual Personal License, access to updates is limited as described in Section 13.1.
4. **THIRD PARTY COMPONENTS.** The Services may include software, content, data, or other materials, including related documentation, that are owned by persons other than Topaz (collectively, "**Third-Party Components**") and that are provided to You on terms that are in addition to and/or different from those contained in this EULA ("**Third-Party Licenses**"). A list of Third-Party Components, if any, included in the Services and provided under Third-Party Licenses is set forth on **Schedule A** to this EULA, and the applicable Third-Party Licenses are accessible via links therefrom. You are bound by and shall comply with all Third-Party Licenses. Any breach by You of any Third-Party License is also a breach of this EULA. TOPAZ IS NOT RESPONSIBLE FOR THE THIRD-PARTY COMPONENTS AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE THIRD-PARTY COMPONENTS, AND YOU HEREBY WAIVE AND AGREE NOT TO BRING ANY CLAIM AGAINST TOPAZ PERTAINING TO THE THIRD-PARTY COMPONENTS.
 5. **USE RESTRICTIONS.** You shall not, and You shall not permit any third party to, directly or indirectly, (a) use the Services beyond the scope of the license granted under Section 3; (b) provide any other person, including any subcontractor, independent contractor, affiliate, or service provider, with access to or use of the Services, except that You may provide Freelance Contractors (as defined in Section 3.1.2) with access to or use of the Services provided such Freelance Contractors agree in writing to be bound by the terms of this Agreement; (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services or any part thereof; (d) combine the Services or any part thereof with, or incorporate the Services or any part thereof in, any other programs; (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof; (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Services, including any copy thereof; (g) copy the Services, in whole or in part; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Services, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service; (i) use the Services in violation of any law, regulation, or rule; (j) use the Services for purposes of competitive analysis of the Services, the development of a competing software product or service, or any other purpose that is to Topaz's commercial disadvantage; or (k) You may not use the Services, their output, their underlying models, or any of their components to directly or indirectly develop, train, validate, improve, or otherwise support any artificial intelligence or machine learning models, algorithms, or related technologies, whether for commercial

or non-commercial purposes. Any attempt to do so shall constitute a material breach of this Agreement and may result in immediate termination of access to the Services and liability for damages.

6. **RESPONSIBILITY FOR USE OF THE SERVICES.** You are responsible and liable for all uses of the Services through access thereto provided by You, directly or indirectly. Specifically, and without limiting the generality of the foregoing, You are responsible and liable for all actions and failures to take required actions with respect to the Services by any other person to whom You may provide access to or use of the Services, whether such access or use is permitted by or in violation of this EULA.
7. **INTELLECTUAL PROPERTY RIGHTS.** You acknowledge and agree that the Services are provided under license, and not sold, to You. You do not acquire any ownership interest in the Services or any other intellectual property or confidential information of Topaz, including, but not limited to, trademarks, trade secrets, and copyright (collectively, "**Topaz Property**"), under this EULA, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this EULA. Topaz reserves and shall retain its entire right, title, and interest in and to the Topaz Property and 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, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (collectively, "**Intellectual Property Rights**") arising out of or relating to the Topaz Property, except as expressly granted to You in this EULA. You shall use commercially reasonable efforts to safeguard all Topaz Property (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You shall promptly notify Topaz if You become aware of any infringement of Topaz's Intellectual Property Rights in the Topaz Property and fully cooperate with Topaz in any legal action taken by Topaz to enforce its Intellectual Property Rights. Any feedback, suggestions, ideas, recommendations, improvements, modifications or enhancements (collectively, "**Feedback**") You provide Topaz shall be deemed Topaz Property and may be used by Topaz for any purpose without restriction, compensation, or attribution. By providing Feedback to Topaz, You irrevocably transfer and assign to Topaz, and forever waive, and agree never to assert, any copyrights or other rights that You may have in such Feedback. Topaz is free to use, without obligation of any kind, any Feedback for any purpose whatsoever. You understand and agree that if Topaz makes use of You Feedback, Topaz is not required to credit or compensate You. You represent and warrant that You have sufficient rights in any Feedback that You provide to Topaz and grant Topaz the rights described above. **Topaz does not and will not: (i) make any claim of copyright ownership related to your media; and (ii) assert any right to royalties in relation to your media.**
8. **DISCLAIMER OF WARRANTIES.** THE SERVICES AND ANY OUTPUT GENERATED THEREFROM ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TOPAZ, ON ITS OWN BEHALF AND ON BEHALF OF ITS LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES , INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TOPAZ PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION OR OTHERWISE BE READILY AVAILABLE, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR VIRUS-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL TOPAZ OR ANY OF ITS LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO

YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SERVICES; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS EULA, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TOPAZ'S, INCLUDING ANY OF ITS LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, INCLUDING THE SOFTWARE, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO TOPAZ PURSUANT TO THIS EULA FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FACTS THAT GAVE RISE TO SUCH CLAIM. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS EULA FAIL OF THEIR ESSENTIAL PURPOSE.

10. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, You agree to indemnify, defend and hold harmless Topaz, and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "**Topaz Parties**"), from and against all actual or alleged claims, proceedings, hearings, actions, damages, awards, judgments, losses, and liabilities of every kind and nature whatsoever that are caused by, arise out of or are related to (a) Your use or misuse of the Services,

(b) Your violation of this EULA, (c) Your violation of any right(s) of any third party, and (d) with respect to any user who has received written consent under Section 3.3.4, any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from the use of the Services by your own third-party end users. You agree to promptly notify Topaz of any claim(s) and shall cooperate fully with the Topaz Parties in resolving such claims. You further agree that the Topaz Parties may elect, without affecting its right to indemnification from You, to assert sole control of the defense or settlement of such third-party claims.

11. **FEES AND PAYMENT.** Prior to accessing the Services, You shall pay Topaz all fees required to be paid by You for the license granted under this EULA ("**Fees**") in accordance with the payment terms specified in the applicable Order Form, Service Agreement, or at the point of purchase. Fees may include, but are not limited to, one-time license fees, recurring subscription fees, per-seat or per-server fees, and Usage-Based Fees for consumption of Services. The specific payment mechanics, including whether they are based on pre-purchased Service Credits or post-use metered billing, will be defined in the applicable Order Form, Service Agreement, or at the point of purchase, and Topaz reserves the right to modify such payment mechanics upon thirty (30) days prior written notice to You. All Fees are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by You hereunder, other than any taxes imposed on Topaz's income. You shall make all payments hereunder in US dollars. If Your payment has been rejected or if You have yet to pay the Fees in accordance with the agreed payment terms but have still accessed or used the Services, You agree to pay the outstanding Fees within ten (10) business days of written notice from Topaz. Topaz reserves the right to offer select payment terms at its own discretion as agreed upon in writing.

If You fail to pay the Fees when due in accordance with the agreed payment terms, in addition to all other remedies that may be available to Topaz: (a) Topaz may charge interest on the past due amount at the rate of 1.5% per month

calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (b) You shall reimburse Topaz for all reasonable costs incurred by Topaz in collecting any late payment of amounts due or related interest, including reasonable attorneys' fees, court costs, and collection agency fees, to the extent permitted by applicable law; and (c) if payment remains outstanding for more than thirty (30) days after written notice of non-payment, Topaz may suspend or terminate Your account and access to the Services upon five (5) business days' prior written notice.

12. **AUDIT RIGHTS.** Upon Topaz's written request, You shall provide Topaz with a signed certification verifying that the Services are being used in accordance with the terms of this EULA. Furthermore, upon at least fifteen (15) business days' prior written notice, and no more than once per calendar year unless Topaz has reasonable grounds to believe a material breach has occurred, Topaz may audit Your use of the Services during normal business hours to ensure Your compliance with this EULA. You agree to cooperate with Topaz's audit and to provide reasonable assistance and access to information. All costs associated with such audits shall be borne by You if material non-compliance is discovered. You agree to pay within thirty (30) days of written notification any fees applicable to Your use of the Services in excess of Your license rights. If You do not pay, Topaz may terminate Your license to the Services.

13. **TERM AND TERMINATION.**

13.1. **Term.** The term of this EULA ("Term") commences when You first access the Services and will continue in effect until terminated as set forth herein.

(a) For Subscription-Based Services (including all Professional Software Licenses, Web Applications, API, and On-Premise Deployments): Your right to access the Services is contingent on an active, fully paid subscription. The Term for these services will automatically renew for successive periods unless terminated by either party. Upon expiration or termination of your subscription, your right to access and use the Services ceases immediately.

(b) For Perpetual Personal Software Licenses: A perpetual license allows you to use the version of the Software available at the time of purchase indefinitely. However, access to Software updates is limited to a one (1) year period following purchase, which may be optionally renewed. If not renewed, you may continue to use the last eligible version of the Software, but you will not receive further updates or potentially full support.

- 13.2. **Termination.** This EULA will terminate automatically and immediately without notice if You fail to comply with any of its terms and conditions, and Topaz shall retain all fees paid prior to such termination and You shall remain liable for all fees accrued but unpaid as of the date of termination. Topaz further reserves the right, in its sole discretion, to terminate this EULA and revoke Your access to the Services immediately and without notice upon any material breach. You may also terminate this EULA by ceasing to use and destroying all copies of the Software and ceasing all use of other Services. Upon termination, the license granted hereunder will automatically terminate, You may no longer exercise any of the rights granted to You by the license, and You must destroy all copies of the Software in Your possession.

14. **DISPUTE RESOLUTION.** PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH TOPAZ AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TOPAZ.

In the event a controversy, dispute, demand, count, claim, or cause of action arising under, arising out of, or in connection with this EULA ("**Disputes**") arises between You and Topaz, the parties shall attempt to reach a reasonable and equitable resolution of the Dispute in an expeditious manner prior to taking any other action. Either You or Topaz may initiate such, by written notice (a "**Dispute Notice**"). You and Topaz shall meet within ten (10) days after delivery of the Dispute Notice and, thereafter, as often as You and Topaz deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If the Dispute has not been resolved within thirty (30) days after delivery of the Dispute Notice, or if You and Topaz fail to meet within ten (10) days, then the following applicable provision applies:

- 14.1. **United States.** The following information only applies to users who reside in the United States. This EULA is governed by, and all Disputes will be resolved exclusively in accordance with, the laws of the state of Texas, excluding its conflict of laws provisions. All Disputes will be finally settled exclusively through binding arbitration administered by the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”) in effect at the time of the arbitration (the “**Rules**”). Except as otherwise provided by this clause, the appointment and confirmation of the arbitrators shall be made in accordance with the relevant provisions of the Rules. The arbitral tribunal shall be composed of one (1) arbitrator, selected in accordance with the Rules. The seat of the arbitration shall be in Dallas County, Texas. The hearings in this arbitration shall be held at the seat. The arbitration shall be conducted and the award rendered in the English language. The parties agree that discovery and evidence in the arbitration shall be governed by the Rules then in force. The arbitrator shall not decide the dispute *ex aequo et bono* or as *amiable compositeur* or by reliance on any other doctrine or principle that would permit the arbitrator to avoid the application of this EULA and/or the governing law. The arbitrator shall not have the authority to modify or amend any term or provision of this EULA. The award shall be final and binding on the parties and may be confirmed in, and judgment upon the award entered by, any court having jurisdiction over the parties. The arbitrator’s award shall be entitled to all of the protections and benefits of a final judgment as to any dispute, including compulsory counterclaims, that were or could have been presented to the arbitrator, and shall be final and binding on the parties and nonappealable to the maximum extent permitted by law. Except to the extent necessary for proceedings relating to enforcement of the arbitration agreement, the award or other, related rights of the parties, the fact of the arbitration, the arbitration proceeding itself, all evidence, memorials or other documents exchanged or used in the arbitration and the arbitrators’ award shall be maintained in confidence by the parties to the fullest extent permitted by applicable law. However, a violation of this covenant shall not affect the enforceability of this EULA to arbitrate or of the arbitrator’s award. The parties agree to be responsible for their own attorneys’ fees, costs, and expenses of the arbitration (including arbitrators’ fees and/or expenses). No failure or delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, power or privilege.
- 14.2. **International (not including China).** The following information only applies to users who reside anywhere other than China and the United States. This EULA is governed by, and all Disputes will be resolved exclusively in accordance with, the laws of the state of Texas, excluding its conflict of laws provisions. All Disputes will be finally settled exclusively through binding arbitration administered by the International Arbitration Rules of the International Centre for Dispute Resolution (“**ICDR**”) in effect at the time of the arbitration (the “**Rules**”). Except as otherwise provided by this clause, the appointment and confirmation of the arbitrators shall be made in accordance with the relevant provisions of the Rules. The arbitral tribunal shall be composed of one (1) arbitrator, selected in accordance with the Rules. The seat of the arbitration shall be in Dallas County, Texas. The hearings in this arbitration shall be held at the seat. The arbitration shall be conducted and the award rendered in the English language. The parties agree that discovery and evidence in the arbitration shall be governed by the Rules then in force. The arbitrator shall not decide the dispute *ex aequo et bono* or as *amiable compositeur* or by reliance on any other doctrine or principle that would permit the arbitrator to avoid the application of this EULA and/or the governing law. The arbitrator shall not have the authority to modify or amend any term or provision of this EULA. The award shall be final and binding on the parties and may be confirmed in, and judgment upon the award entered by, any court having jurisdiction over the parties. The arbitrator’s award shall be entitled to all of the protections and benefits of a final judgment as to any dispute, including compulsory counterclaims, that were or could have been presented to the arbitrator, and shall be final and binding on the parties and non-appealable to the maximum extent permitted by law. Except to the extent necessary for proceedings relating to enforcement of the arbitration agreement, the award or other, related rights of the parties, the fact of the arbitration, the arbitration proceeding itself, all evidence,

memorials or other documents exchanged or used in the arbitration and the arbitrators' award shall be maintained in confidence by the parties to the fullest extent permitted by applicable law. However, a violation of this covenant shall not affect the enforceability of this EULA to arbitrate or of the arbitrator's award. The parties agree to be responsible for their own attorneys' fees, costs, and expenses of the arbitration (including arbitrators' fees and/or expenses). No failure or delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, power or privilege.

- 14.3. **China.** The following information only applies to users who reside in China. This EULA is governed by, and all Disputes will be resolved exclusively in accordance with, the laws of Hong Kong, excluding its conflict of laws provisions. All Disputes will be finally settled exclusively through binding arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in effect at the time of the arbitration (the "Rules"). Except as otherwise provided by this clause, the appointment and confirmation of the arbitrators shall be made in accordance with the relevant provisions of the Rules. The arbitral tribunal shall be composed of one (1) arbitrator, selected in accordance with the Rules. The seat of the arbitration shall be in Hong Kong. The hearings in this arbitration shall be held at the seat. The arbitration shall be conducted and the award rendered in the English language. The parties agree that discovery and evidence in the arbitration shall be governed by the Rules then in force. The arbitrator shall not decide the dispute *ex aequo et bono* or as *amiable compositeur* or by reliance on any other doctrine or principle that would permit the arbitrator to avoid the application of this EULA and/or the governing law. The arbitrator shall not have the authority to modify or amend any term or provision of this EULA. The award shall be final and binding on the parties and may be confirmed in, and judgment upon the award entered by, any court having jurisdiction over the parties. The arbitrator's award shall be entitled to all of the protections and benefits of a final judgment as to any dispute, including compulsory counterclaims, that were or could have been presented to the arbitrator, and shall be final and binding on the parties and nonappealable to the maximum extent permitted by law. Except to the extent necessary for proceedings relating to enforcement of the arbitration agreement, the award or other, related rights of the parties, the fact of the arbitration, the arbitration proceeding itself, all evidence, memorials or other documents exchanged or used in the arbitration and the arbitrators' award shall be maintained in confidence by the parties to the fullest extent permitted by applicable law. However, a violation of this covenant shall not affect the enforceability of this EULA to arbitrate or of the arbitrator's award. The parties agree to be responsible for their own attorneys' fees, costs, and expenses of the arbitration (including arbitrators' fees and/or expenses). No failure or delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, power or privilege. **Please see Section 16.1 for additional information related to users in China.**

- 14.4. **Additional Information for United States and International (not including China) Users with a Personal License to the Software.** The following information applies only to users who reside anywhere other than China and have a Personal License to the Software: YOU HEREBY WAIVE ANY RIGHT YOU MIGHT HAVE TO RESOLVE ANY DISPUTE ON ANY

BASIS (INCLUDING, BUT NOT LIMITED TO A CLASS ACTION BASIS) INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED.

- 14.5. **Equitable Relief.** In addition to all other remedies at law or under this EULA, Topaz may enforce its rights in the Topaz Property and any other provision of this EULA by seeking to obtain equitable relief in any jurisdiction deemed appropriate, without the need to post bond or other

security or to prove the inadequacy of monetary damages. In such circumstances the above arbitration requirements do not apply.

- 14.6. **Procedure.** If You wish to begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to:

Topaz Labs LLC
14555 Dallas Parkway
Suite 350
Dallas, Texas 75254 Attn:
Eric Yang

15. COMPLIANCE WITH LAWS.

- 15.1. **General Compliance.** To the extent You access or use the Software, You must comply with all applicable laws, rules, and regulations, including, but not limited to, applicable local laws, data protection laws, and intellectual property laws. You represent, warrant and covenant that Your use of the Services will not violate any applicable laws or regulations, and You shall be solely responsible for ensuring compliance with all applicable laws and regulations, and You agree to indemnify and hold Topaz harmless from any third party claims arising from such violations.

- 15.2. **Export Regulation.** The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations, such as those of the Export Administration Regulations of the United States Department of Commerce (the "EAR"). You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall not directly or indirectly, export, re-export, or release the Software to (i) any of those countries listed from time to time in the EAR as countries subject to embargo or to any persons who are specially designated nationals of such countries, including to Cuba, Libya, North Korea, Iran, Iraq, Uganda, Serbia, Rwanda, or any other countries as determined in Licensor's sole discretion, including but not limited to countries subject to U.S. sanctions or other trade restrictions; or (ii) any person listed on any U.S. Government list of prohibited or restricted parties. You represent and warrant that You are not listed on any U.S. Government list of prohibited or restricted parties. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, releasing, or otherwise making the Software available outside the U.S.

16. **GOVERNMENT USERS.** The following information applies only to users who are government users. The Software has been developed entirely at private expense, as defined in FAR Section 2.101, DFARS Section 252.227-7014(a)(1) and DFARS Section 252.227- 7015 (or any equivalent or subsequent agency regulation thereof), and is provided as a "commercial item," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFARS Section 227.7202 and FAR Section 12.212, and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR Section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by this EULA and shall be prohibited except to the extent expressly permitted by this EULA. You represent and warrant to Topaz that You are not located in a country that is subject to a U.S. embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and that You are not listed on any U.S. Government list of prohibited or restricted parties.

17. MISCELLANEOUS.

- 17.1. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (iii) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to Topaz at the address set forth in Section 12.6. Notices sent to You will be sent to the email address You provided during registration or subsequently updated in Your account settings.
- 17.2. **Force Majeure.** Topaz shall not be liable to You, nor shall it be considered to have breached this EULA, for any failure or delay in performing its obligations under this EULA that occurs due to circumstances beyond its reasonable control, including, but not limited to: (i) acts of God; (ii) flood, fire, earthquake, explosion, or other potential disasters or catastrophes, such as epidemics; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this EULA; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortage of adequate power or transportation facilities; (ix) a cyberattack or virus; and (x) due to Third Party Components or other actions of third parties.
- 17.3. **Publicity Rights.** You hereby grant Topaz a worldwide, royalty-free right to use Your name or your organization's name, logo, or trademarks in any advertising, publicity, marketing, or other promotional materials or activities ("**Publicity Rights**").
- 17.3.1. ***Revocation of Publicity Rights.*** If You wish to revoke the Publicity Rights, You may do so in accordance with the following applicable provision:
- 17.3.1.1. ***Personal License.*** If You have a Personal License to the Software, You may revoke the Publicity Rights by terminating the EULA in accordance with Section 11.2.
- 17.3.1.2. ***Professional License.*** If You have a Professional License to the Software, You may revoke the Publicity Rights by contacting Topaz at enterprise@topazlabs.com ("**Notice of Revocation**"). Upon receipt of such Notice of Revocation, Topaz will cease the use of Your name, logo, or trademarks within thirty (30) days; provided, however, such Publicity Rights shall continue with respect to any advertising, publicity, marketing, or other promotional materials or activities already in distribution or production.
- 17.4. **Assignment.** This EULA, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but Topaz may assign them without restriction. Any attempted transfer or assignment in violation hereof will be null and void.
- 17.5. **Amendment.** Topaz may, in its sole discretion, amend, modify, or supplement this EULA from time to time by posting the amended EULA on its website or by providing You with digital access to the amended EULA through the Software or other means. Topaz will provide notice of any material changes to this EULA at least thirty (30) days prior to their effectiveness. If You do not agree with any such amendments or any new versions of the EULA, You may terminate this EULA in accordance with Section 11.2 before such amended EULA becomes effective, upon which You must stop using the Software. By using the Software after the amended EULA

becomes effective or otherwise indicating Your acceptance of the amended EULA, You are agreeing to be bound by the terms of the amended EULA.

- 17.6. **Severability.** If any provision of the EULA is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the EULA, which shall remain in full force and effect.
- 17.7. **Entire Agreement.** This EULA, together with all documents that are incorporated by reference herein, constitutes the sole and entire agreement between You and Topaz with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this EULA shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. ADDITIONAL INFORMATION.

- 18.1. **Additional Information for Users in China.** This Section provides additional information for users who reside in China. If You reside in China, You must, and You agree that You shall: (i) promptly file this EULA with the Ministry of Commerce of the People's Republic of China; (ii) maintain a bank account outside of China; and (iii) pay all Fees with such bank account.
- 18.2. **Additional Information for Software Licenses.** This Section provides additional information for users with Software Licenses.
- 18.2.1. **Credits.** You may purchase credits from Topaz, which may be used for various services ("**Credits**"). Topaz reserves the right to adjust the value or balance of Credits at any time and for any purpose, including, but not limited to, for overages or for providing free or discounted Credits for trials or promotions.
- 18.2.2. **Printing.** If You have a License for Gigapixel, Topaz offers a printing service, which allows You to order Your image(s) directly in the Software or via the website and receive such image(s) directly to Your door (the "**Print Service**").
- 18.2.2.1. Topaz currently uses a third party for the Print Service (each a "**Third Party Partner**"). Please see the Privacy Policy found at: <https://topazlabs.com/privacy> for more information. Topaz Labs may collect, process, and store uploaded media content provided by a user to provide optional print services to that user or their associated organization. Topaz Labs will not use those uploaded media content for any other purposes other than providing requested print services, and agrees to delete the uploaded media content from storage upon request. Topaz Labs may delete the uploaded media content after the print order is delivered, at which point a direct reprint will not be possible. User agrees that uploaded images are printed as-is, and Topaz Labs does not offer refunds or returns unless the printed media contains a material error which was not present in the original file and was caused by Topaz Labs or its Third Party Partners. Topaz Labs will provide reprints at no cost or at reduced cost at its discretion for prints which arrive with significant damage from shipping. Topaz Labs makes no guarantee of print deliveries and reserves the right to cancel or refund an order at any time. Topaz Labs is not responsible for any additional taxes, duties, fees, charges or assessments

of any nature related to shipping, import, delivery or of prints and the user may need to provide additional payment in order to release the order from customs in certain countries. For support relating to printed orders, please contact prints@topazlabs.com.

- 18.2.2.2. Title to and Intellectual Property Rights in Your image(s) and prints remains Your property. You grant Topaz (and the Third Party Partner) a worldwide, non-exclusive, fully paid up, transferable, irrevocable license to use, store, copy, modify, make available and communicate the image(s) to the extent reasonably required to perform our obligations in accordance with this EULA.
- 18.2.3. Processing. If You have a License to the Software, You have two (2) image or video (“**Media**”) processing options: (a) You can process Media on Your computer for no additional cost (“**Personal Processing**”); or (b) You can upload Your Media to Topaz’s cloud-based service and Topaz will process Your Media using its machines for an additional cost (“**Cloud Processing**”). Cloud Processing allows You to enhance Your Media of various sizes, without rendering on Your local machine, subject to any file size, format, or usage limitations specified by Topaz from time to time. In order to use Cloud Processing, You must reserve Credits for processing which can be purchased via options such as a subscription to a monthly or annual payment plan. The specific pricing, Credit allocation, and terms of such subscriptions shall be as set forth on Topaz’s website or in a separate order form. If You process Your Media via Cloud Processing, such processing occurs on Topaz’s machines and cloud infrastructure. You represent, warrant and covenant that You possess and will maintain all necessary rights, licenses, permissions and consents to share the Media that You submit to Topaz for processing, and that such Media does not and will not infringe any third party rights. You shall defend, indemnify and hold Topaz harmless from and against any and all third party claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) arising from or related to any breach of the foregoing representations and warranties; provided, however, that Topaz provides You with: (i) prompt written notice of any such claim; (ii) sole control of the defense and settlement of such claim (provided that You may not settle any claim unless it unconditionally releases Topaz of all liability); and (iii) reasonable cooperation in the defense of such claim, at Your expense.
- 18.2.4. Shareable Links. You may have the option in our Software to create “Shareable Links,” which will allow your rendered Media to be accessed by third parties via a link. By creating a Shareable Link, you grant Topaz Labs a non-exclusive, worldwide, royalty-free license to host, store, reproduce, and serve your rendered Media for access and distribution through the Shareable Link functionality, and you represent and warrant that you have all necessary rights, licenses, consents, and permissions to grant the foregoing license and to allow Topaz to distribute that rendered Media via a dedicated Shareable Link. Your rendered Media for distribution will be stored for public access until You request removal or until Topaz removes or disables access to such Media in its sole discretion. Topaz reserves the right to remove or disable access to such Media at any time for any reason, including but not limited to: (i) violation of this Agreement; (ii) receipt of a valid takedown notice; (iii) legal or regulatory requirements; or (iv) technical or business reasons. Anyone with the dedicated Shareable Link will be able to access your Media. You acknowledge and agree that Shareable Links are not password-protected or otherwise secured, and You are solely responsible for controlling distribution of the Shareable Link. You can contact Topaz Labs at support@topazlabs.com to remove the Shareable Link to your Media. Topaz will use commercially reasonable efforts to process all requests for Media removal within thirty (30) days of receipt of such request, but removal timeframes may vary based on technical requirements and Topaz shall not be liable for any delays in removal.
- 18.2.5. Whether You process Your Media via Personal Processing or Cloud Processing, as between You and Topaz, You retain all ownership rights in Your Media, and Topaz does not and will not: (i) make any claim of copyright ownership related to Your original Media; and (ii) assert any right to royalties in relation to Your Media. Notwithstanding the

foregoing, Topaz retains all rights in, without limitation, its Software, algorithms, models, and processing technology used to enhance Your Media.

- 18.2.6. *Prohibited Content; Moderation.* You may not use Shareable Links to host, display, distribute, or make available any Media or other content that is illegal, infringing, defamatory, obscene, pornographic, harassing, hateful, threatening, or otherwise objectionable, or that violates any applicable law or any third-party right (including intellectual property, privacy, or publicity rights). Topaz may, but is not obligated to, monitor, review, remove, disable access to, or restrict any Shareable Link or any rendered Media made available via a Shareable Link at any time in its sole discretion, including if Topaz believes such content violates this EULA or may create risk or liability for Topaz. You agree to promptly cooperate with Topaz in connection with any complaint, claim, or takedown request relating to a Shareable Link or rendered Media.

SCHEDULE A

THIRD-PARTY LICENSES

Nothing in this EULA is intended to limit your rights under applicable open-source licenses governing Third Party Components.

1. **Video AI.** The following materials provided under Third-Party Licenses are included in Video AI:
 - Lens correction database files are created by lensfun: <https://lensfun.github.io/> and licensed under Creative Commons: https://github.com/lensfun/lensfun/blob/master/data/COPYING.CC_BY-SA_3.0
 - SimpleCrypt copyright (c) 2011, Andre Somers.
 - FFmpeg is licensed under the GNU Lesser General Public License version 2.1 or later (LGPL v2.1 or later +). A copy may be found here: <https://github.com/TopazLabs/FFmpeg/blob/topaz/develop/LICENSE.md>
 - OpenCV is licensed under the Apache 2 License. A copy may be found here: <https://raw.githubusercontent.com/opencv/opencv/master/LICENSE>
 - OpenH264 is licensed under the BSD license. A copy can be found at <https://raw.githubusercontent.com/cisco/openh264/master/LICENSE>
 - libvpx is licensed under the BSD license. A copy can be found at <https://raw.githubusercontent.com/webmproject/libvpx/main/LICENSE>
2. **Photo AI.** The following materials provided under Third-Party Licenses are included in Photo AI:
 - OpenCV is licensed under the Apache 2 License. A copy may be found here: <https://raw.githubusercontent.com/opencv/opencv/master/LICENSE>
 - OpenImageIO is licensed under the BSD 312 Clause "New" or "Revised" License. A copy may be found here: <https://github.com/OpenImageIO/oio/blob/master/LICENSE.md>
 - LibRaw is licensed under the Common Development and Distribution License CDDL Version 1.0. A copy may be found here: <https://github.com/LibRaw/LibRaw/blob/master/LICENSE.CDDL>
 - CImg Library is licensed under the CeCILL-C License. A copy may be found here: http://www.cecill.info/licences/Licence_CeCILL-C_V1-en.txt
3. **Gigapixel.** The following materials provided under Third-Party Licenses are included in Gigapixel:
 - OpenCV is licensed under the Apache 2 License. A copy may be found here: <https://raw.githubusercontent.com/opencv/opencv/master/LICENSE>
 - OpenImageIO is licensed under the BSD 312 Clause "New" or "Revised" License. A copy may be found here: <https://github.com/OpenImageIO/oio/blob/master/LICENSE.md>
 - LibRaw is licensed under the Common Development and Distribution License CDDL Version 1.0. A copy may be found here: <https://github.com/LibRaw/LibRaw/blob/master/LICENSE.CDDL>