



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"). This EULA governs Your use of the products and services offered at <https://www.topazlabs.com/>, including, without limitation, downloadable desktop software ("Software"), web-based applications ("Web Applications"), application programming interfaces ("APIs"), and on-premise deployments ("On-Premise Deployments") (collectively, the "Services"). The Services enable You to upload and process video and image files ("Customer Content") for the purpose of enhancing, improving, or optimizing such content without altering its substantive elements or creating new content. TOPAZ PROVIDES THE SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA. YOUR ACCESS TO OR USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THIS EULA IN ITS ENTIRETY. 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 HAVE FULL AUTHORITY, LEGAL CAPACITY, AND ALL NECESSARY RIGHTS TO ENTER INTO AND COMPLY WITH THIS EULA; AND (II) IF YOU ACCESS OR USE THE SERVICES ON BEHALF OF ANY ENTITY, ORGANIZATION, GOVERNMENTAL ORGANIZATION, OR THIRD PARTY, YOU ARE FULLY AUTHORIZED TO BIND SUCH ENTITY, ORGANIZATION, GOVERNMENTAL AGENCY, OR THIRD PARTY TO THIS EULA, AND ALL REFERENCES TO "YOU" OR "YOUR" SHALL INCLUDE SUCH ENTITY. YOUR SOLE REMEDY IF YOU DO NOT AGREE TO THIS EULA IS TO CEASE USING THE SERVICES. TOPAZ DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY ARISING FROM YOUR ACCESS TO OR USE OF THE SERVICES IN VIOLATION OF THE TERMS OF THIS EULA.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) WITH RESPECT TO ANY SOFTWARE OR SERVICES THAT YOU DID NOT LAWFULLY ACQUIRE OR THAT ARE NOT LEGITIMATE, AUTHORIZED COPIES. ANY SUCH USE IS STRICTLY PROHIBITED, AUTOMATICALLY TERMINATES ALL RIGHTS OTHERWISE GRANTED UNDER THIS EULA WITHOUT NOTICE, AND CONSTITUTES AN UNAUTHORIZED, INFRINGING USE OF THE SOFTWARE OR SERVICES. VENDOR RESERVES ALL RIGHTS AND REMEDIES AVAILABLE AT LAW AND IN EQUITY, INCLUDING INJUNCTIVE RELIEF AND DAMAGES.

THIS EULA INCLUDES PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS. THESE INCLUDE INDEMNIFICATION OBLIGATIONS, BINDING DISPUTE RESOLUTION THROUGH ARBITRATION (INCLUDING A CLASS ACTION WAIVER), DISCLAIMERS OF WARRANTIES, AND LIMITATIONS OF LIABILITY. BY INSTALLING OR USING THE SOFTWARE OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS EULA AND AGREE TO BE BOUND BY ITS TERMS.

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 or web applications, including but not limited to Topaz Photo, Topaz Video, and Topaz Gigapixel or Bloom and Astra.
 - 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, including but not limited to Bloom and Astra, without the need for downloading and installing Software, except for any required plug-ins or agents expressly provided by Topaz.
 - 1.7. "Commercial Use". For purposes of this EULA, Commercial Use includes, without limitation, the generation or distribution of content for game or media assets, paid distribution on video platforms or stock photo platforms, advertising, publication, or printed media.
 - 1.8. "Legacy Perpetual License" means a perpetual license to specific desktop Software purchased prior to September 16, 2025.
2. **PRIVACY.** How Topaz collects, uses, and discloses information, including personal information, that You provide to Topaz is described in our Privacy Policy found at: <https://topazlabs.com/privacy>. You acknowledge and expressly consent that in order for Topaz to provide the Services and help ensure compliance with this EULA, Topaz may collect, use, process, store, transmit, and disclose technical and usage data related to Your use of the Services. This data may be used for purposes of license validation, compliance auditing, billing for usage-based services, improving the Services, developing new products, enforcing rights, and for any other lawful business purpose, all as further described in the Privacy Policy. Topaz will post the updated version at <https://topazlabs.com/privacy> (or such successor site as Topaz may designate). Material changes may be communicated to You by reasonable means, such as email notice to the address associated with Your account, an in-product notification, or other comparable or reasonable method in Topaz's sole discretion. Topaz owns all right, title, and interest in and to technical and usage data generated through or derived from the Services.
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 solely for Your internal use and authorized purposes, and strictly in accordance with the scope of the license tier You have purchased ("Personal" or "Professional"). All rights not expressly granted to You herein are reserved by Topaz.
 - 3.1.2. Personal License: A "Personal License" means that You can use the Software for Your personal, non-commercial purposes only. Personal Licenses may be offered on a subscription basis, and Your right to use the Software terminates immediately and automatically upon the expiration, cancellation, or non-renewal of Your subscription, or upon any breach of this EULA. Topaz, may in its sole discretion, add, remove, or otherwise change features or functionality available to Personal License holders, subject to additional terms at Topaz's sole discretion.
 - No Commercial Use by Professional Organizations. The Software may not be used under a Personal License for any Commercial Use by employees (full-time or part-time) of organizations with consolidated annual revenue exceeding one million U.S. dollars (USD \$1,000,000) ("Professional Organizations"). Government agencies, NGOs, non-profits and other organizations with budgets

exceeding one million U.S. dollars (USD \$1,000,000) are also considered Professional Organizations for the purposes of this agreement.

- Professional Organizations. Professional Organizations and their employees are required to purchase a Professional License for the Software.
- Freelance Contractors. Independent contractors engaged by Professional Organizations for part-time work of six (6) months or less ("Freelance Contractors") may use a Personal License for authorized purposes, including limited Commercial Use, but only with Topaz's prior written consent.

A Personal License grants You the right to install and use the Software on (1) device assigned to a single named user, not shared, per license purchased. Personal Licenses are only valid for a single user and may not be shared between individuals. Access to or use of the Command Line Interface ("CLI") is strictly prohibited under a Personal License. At all times, Topaz may monitor Your use of the Software in accordance with the Privacy Policy and applicable law and terms of use. If Topaz, in its sole discretion, determines that Your use of the Software exceeds the permitted use under the Personal License, then You shall promptly obtain and pay for the Professional License, unless You can provide documentary evidence, acceptable to Topaz in its sole discretion, demonstrating compliance. If You fail to do so, Your right to use the Software may be immediately suspended or terminated, in Topaz's sole discretion, and Topaz may pursue appropriate remedies, including account suspension and recovery of any amounts due.

- 3.1.3. Professional License: A "Professional License" means that You can use the Software for any approved and lawful purpose, including Commercial Use, 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 immediately and automatically upon the expiration, cancellation, or non-renewal of Your subscription, or upon any breach of this EULA. Topaz, may in its sole discretion, add, remove, or otherwise modify features or functionality available to Professional License holders, subject to additional terms at Topaz's sole discretion.

3.1.3.1. **Seat Management.** If You hold a Professional License to the Software, You may designate how many persons the Software may be assigned to. Such assignments must be managed through Topaz's online admin and account management portal. Topaz reserves the right to audit, limit, or revoke seat assignments at any time in its sole discretion.

3.1.3.2. **Command Line Interface (CLI).** Access to the CLI is available as a premium, paid add-on to a Professional License or Enterprise License holder. 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, at the time of purchase, or other documentation provided by Topaz. CLI access may be restricted, modified, suspended, or terminated at any time, and may be offered solely in an online environment, at Topaz's discretion.

- 3.2. Fair Use. You acknowledge and agree that usage of the software is subject at all times to reasonable use limitations as determined by Topaz in its sole discretion. "Unlimited" or unmetered plans are subject to reasonable use limitations to protect service stability and availability. "Unlimited" use does not entitle You to use the Services in a manner that is abusive, excessive, or materially beyond the scope of normal, good-faith usage consistent with the purpose of the plan purchased. Topaz may, in its sole discretion, implement rate limits, usage caps, throttling, technical controls, or other operational measures to prevent or restrict abuse,

including but not limited to scripting, automation, or bot activity, and to ensure service stability and availability for all users. Topaz shall have sole and final discretion to determine whether any usage constitutes abuse, excess, or misuse, and any such determination shall be binding. Any violation of this Section shall constitute a material breach of this EULA and may result in immediate suspension or termination of access with commercially reasonable notice and opportunity to cure except in exigent circumstances (e.g., security incidents, material service degradation, or suspected fraud), without refund, in addition to any other remedies available to Topaz at law or in equity.

3.3. Terms Specific to Web Applications and Cloud-enabled Services

- 3.3.1. **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, are incorporated into this EULA by reference, and may be modified by Topaz at any time. Your use of the Web Applications is strictly limited to the plan tier You have purchased, and Topaz may suspend or terminate access in the event of non-payment or misuse.
- 3.3.2. **Commercial Use Restrictions.** The right to use the Web Applications for Commercial Use is granted only if expressly included in the plan You purchase, as specified at the time of purchase and subject to additional terms. All other use is limited to personal, non-commercial purposes. Topaz reserves the right, in its sole discretion, to define and modify what constitutes "Commercial Use."

3.4. Terms Specific to API and On-Premise Deployments

- 3.4.1. **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 determined solely by Topaz and set forth in the applicable Order Form, Service Agreement, or other documentation provided by Topaz. . Use of these Services is contingent on maintaining an active account with a positive Service Credit balance or an active subscription plan, and Topaz may suspend or terminate access immediately in the event of non-payment or account inactivity.
- 3.4.2. **On-Premise Deployment Requirements.** On-Premise Deployments require an active annual contract with Topaz. Maintenance, support, and upgrade Fees will apply and shall be specified by Topaz in the applicable Order Form, Service Agreement, or other documentation. Continued use of any On-Premise Deployment is expressly conditioned on timely payment of such Fees.
- 3.4.3. **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, whether authorized or unauthorized, that occur under Your API key(s), and Topaz reserves the right to revoke or rotate API keys at any time in its discretion.
- 3.4.4. **Restriction on Live Resale.** 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) without the express prior written consent of Topaz. Such consent, if granted, will be subject to a separate commercial agreement and may require adherence to Topaz's co-branding, attribution, and other guidelines, all as determined by Topaz in its sole discretion.

- 3.5. Updates. For Services provided on a subscription basis, You will have access only to those updates, enhancements, or modifications that Topaz, in its sole discretion, makes generally available during Your active subscription Term. For Software provided under a perpetual Personal License, access to updates is limited strictly as described in Section 13.1, and Topaz shall have no obligations to develop, release, or maintain any updates beyond that scope.
4. **THIRD PARTY MATERIALS.** The Services may include software, content, data, or other materials, including related documentation, that are owned by persons other than Topaz ("**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 any such Third-Party Components, if applicable, and their corresponding Third-Party Licenses may be identified on Schedule A to this EULA or otherwise made available by Topaz through other reasonable means (including online links or documentation), in Topaz's sole discretion. You are bound by and shall comply with all Third-Party Licenses. Any breach by You of any Third-Party License shall be deemed a breach of this EULA. ALL THIRD-PARTY COMPONENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TOPAZ DISCLAIMS ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO THE THIRD-PARTY COMPONENTS, INCLUDING WITHOUT LIMITATION ALL WARRANTIES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE). YOU EXPRESSLY WAIVE AND AGREE NOT TO BRING ANY CLAIM AGAINST TOPAZ ARISING OUT OF OR RELATING 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 without Topaz's prior written consent; provided, however, You may provide Freelance Contractors with access to or use of the Services;
 - (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, without limitation, 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 any online or networked environment, including, by way of example, the Internet, 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 results in 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.

6. **RESPONSIBILITY FOR USE OF THE SERVICES.** You are responsible and liable for all uses of the Services resulting from access provided by You, whether directly or indirectly, whether authorized or unauthorized. 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 who accesses or uses the Services through You or Your account, 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, nor any other rights thereto, other than the limited right to use the Topaz Property 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 take the necessary measures 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 or suggestions (collectively "Feedback") You provide to Topaz may be used by Topaz for any lawful purpose. You hereby irrevocably assign, transfer, and convey to Topaz all worldwide right, title, and interest in and to such Feedback, including, without limitation, all worldwide right, title, and interest in and to any and all Feedback, including, without limitation, all associated Intellectual Property Rights, and any modifications, improvements, or derivative works based thereon. To the extent any such rights cannot be assigned, You hereby grant Topaz a perpetual, worldwide, royalty free, irrevocable license to use the Feedback. Topaz shall be free to use, disclose, reproduce, license, or otherwise exploit the Feedback without restriction or obligation of any kind, including without limitation any obligation to credit or compensate You. You understand and agree that if Topaz makes use of Your 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 that such Feedback does not infringe, misappropriate, or violate the rights of any third party. . **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 ARE PROVIDED TO YOU "AS IS", "AS AVAILABLE", 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 IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES RELATING TO

SECURITY, AVAILABILITY, ACCURACY, OR RELIABILITY, AS WELL AS ANY 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 SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SERVICES, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION OR OTHERWISE BE READILY AVAILABLE, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR FREE, OR FREE OF VIRUS, MALWARE, OR OTHER HARMFUL CODE, 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 ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS 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, ENHANCED, OR PUNITIVE OR SIMILAR DAMAGES OF ANY KIND (INCLUDING DAMAGES FOR LOSS OF USE, REVENUES, PROFITS, DATA, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR OPPORTUNITIES), 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 AFFILIATES, AND ITS AND THEIR LICENSORS', SERVICE PROVIDERS', OFFICERS', DIRECTORS', EMPLOYEES', CONTRACTORS', AND AGENTS') COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, INCLUDING THE SERVICES, 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 IS 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 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 any and all actual, threatened, or alleged claims, demands, proceedings, hearings, actions, damages, awards, judgments, penalties, fines, costs, losses, expenses, and liabilities (including reasonable attorneys' fees and court costs) of any kind (the "Indemnification Liabilities"), whether direct, indirect, incidental, consequential, special, exemplary, or punitive, that are caused by, arise out of, relate to, or result from: **(a)** Your use or misuse of the Services, **(b)** Your violation of this EULA, **(c)** Your violation of any third party rights, **(d)** Your negligence or willful misconduct, or **(e)** with respect to any user who has received written consent under Section 3.3.4, any and all claims, damages, losses, costs, expenses, or liabilities of any kind arising out of or relating to such third-party end user's access to or use of the Services. You shall defend against all Indemnification Liabilities with counsel subject to Topaz Parties' reasonable approval and shall not enter into any settlement or compromise related thereto that contains an admission on the part of or otherwise negatively impacts Topaz Parties

in any manner without the prior written consent of Topaz Parties. You further agree that the Topaz Parties may at their sole option and discretion, assume exclusive control of the defense and/or settlement of any such third-party claims, without affecting their right to indemnification from You, and You shall remain responsible for all associated and reasonable costs and expenses. Without limiting the foregoing, You agree to indemnify, defend, and hold harmless the Topaz Parties from and against any third-party claims or demands arising out of or related to Your use of third-party formats, codecs, or containers (including EXR and DPX), including any allegation of unlicensed use or non-payment of royalties or fees.

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**"). Fees may include, without limitation, one-time license fees, recurring subscription fees, per-seat, per-server, or per-deployment fees, and Usage-Based Fees for consumption of Services. The specific payment mechanics, including whether they are based on pre-purchased Service Credits, post-use metered billing, or another model, shall be determined solely by Topaz and set forth in the applicable Order Form, Service Agreement, or at the point of purchase. 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 but have still downloaded the Software, You agree to pay the Fees immediately. 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 prior to accessing the Software, 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 costs incurred by Topaz in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees; and (c) Topaz may suspend Your account and access to the Software.

12. **AUDIT RIGHTS.** Upon Topaz's written request You shall promptly provide Topaz with a signed certification, in a form specified by Topaz, verifying that the Services are being used in accordance with the terms of this EULA, no more than once in any twelve (12) month period, unless a prior audit revealed material noncompliance. Furthermore, upon at least ten (10) business days' prior written notice to You, Topaz or its designated representatives may audit Your use of the Services to ensure Your compliance with this EULA. You shall cooperate fully with any such audit and provide access to relevant personnel, systems, and information as Topaz may reasonably request. Any such audit shall be conducted at Your relevant premises or remotely, in Topaz's sole discretion, during normal business hours, and in a manner designed to minimize interference with Your normal business operations. You shall, within thirty (30) days' written notice from Topaz, pay all additional fees for any use of the Services in excess of Your license rights, together with applicable interest, costs of collection, and the reasonable costs of the audit. If You do not pay, Topaz may terminate or immediately suspend Your license to the Services, which shall constitute a material breach of this EULA.

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. 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 for any reason. Upon expiration or termination of your subscription, your right to access and use the Services ceases immediately, and all Fees paid are non-refundable, except that if Topaz terminates this EULA for its convenience, Topaz shall refund to You, on a pro rata basis, any prepaid Fees covering

the period after the effective date of termination. If You purchased a perpetual license to specific desktop Software prior to September 16th 2025, then, notwithstanding anything to the contrary herein, Your continued use of the eligible, last-supported offline version of that Software under such Legacy Perpetual License is governed by the EULA that applied at the time of that purchase (the “Legacy EULA”) and is grandfathered. Online features, cloud services, or third-party components associated with any Legacy Perpetual License may be modified or discontinued without obligation to maintain those online features.

13.2. **Termination.** This EULA will automatically terminate, without notice, if You fail to comply with any material term or condition, and Topaz reserves the right, in its sole discretion, to immediately suspend or revoke Your access to the Services in the event of any breach. . Topaz may also terminate this EULA for its convenience at any time upon written notice. You may terminate this EULA by ceasing all use of the Services and destroying all copies of the Software in Your possession or control. Upon termination, the license granted will immediately terminate, You shall no longer exercise any rights granted under this EULA, and You must promptly delete and permanently destroy all copies of the Software in Your possession or control.

13.3. **Survival of Terms:** The following provisions shall survive any expiration or termination of this EULA: Sections 2 (Privacy), 3.1.2 (Personal License restrictions), 3.1.3.2 (Command Line Interface), 3.3.2 (Commercial Use Restrictions), 3.2 (Fair Use), 3.4.3 (API Security), 3.4.4 (Restriction on Live Resale), 4 (Third-Party Materials), 5 (Use Restrictions), 6 (Responsibility for Use), 7 (Intellectual Property Rights), 8 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Indemnification), 11 (Fees and Payment), 12 (Audit Rights), 13.3 (Survival), 14 (Dispute Resolution), 15 (Compliance with Laws), 16 (Government Users), 17 (Miscellaneous), and any other provision which by its nature should reasonably be understood to survive termination.

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 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 law, including, but not limited to, applicable local laws.

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, and Rwanda; 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 14.6.

17.2. **Force Majeure.** In no event shall Topaz be liable to You, or be deemed to have breached this EULA, for any failure or delay in performing its obligations under this EULA, if and to the extent such failure or delay is caused by any 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 the right to use 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 organization's 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 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. 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.

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, or automatically expiring unused credits on a periodic basis.

- 18.2.2. 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**”) on the local-enabled desktop applications; or (b) You can upload Your Media to Topaz’s cloud-based service or web applications 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. 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. If You process Your Media via Cloud Processing, such processing occurs on Topaz’s machines and cloud infrastructure. You represent and warrant that You possess all necessary rights to share the Media that You submit to Topaz for processing. “**Unlimited Cloud Rendering**” refers to the usage of media processing without the explicit purchase or consumption of cloud credits. Unlimited Cloud Rendering services are subject to usage limits, queue depth restrictions, time-based throttles, and availability and hardware restrictions at Topaz Lab’s discretion. Topaz Labs may revoke your access to Unlimited Cloud Rendering for any reason including behavior considered malicious, abusive use, or otherwise in breach of the EULA.
- 18.2.3. Export Formats and Codecs. The Software may enable export to, or interoperability with, third-party formats, codecs, or containers (including, without limitation, OpenEXR (EXR) and DPX). Topaz does not grant You any intellectual property rights in such formats, codecs, or containers. You are solely responsible for ensuring You have all rights, permissions, and licenses necessary to encode, decode, transcode, distribute, or otherwise use any such formats, codecs, or containers, and for paying any associated royalties or fees. By enabling or selecting these outputs, You represent and warrant that You possess the necessary rights to do so and that Your use complies with applicable law and third-party terms.
- 18.2.4. Hardware. You are solely responsible for ensuring that Your hardware meets the minimum system requirements for installation and operation of the Software. Topaz Labs makes no representations or warranties regarding the performance, compatibility, or suitability of Your hardware with the Software. Except to the extent that liability cannot be excluded under applicable law, Topaz Labs shall not be liable for any degradation of performance, malfunctions, or damage to hardware arising from Your installation or use of the Software.
- 18.2.5. Shareable Links. You may have the option in our Software to create “**Shareable Links**” which will allow your Media to be rendered for distribution and accessed by the public. By creating a Shareable Link you grant Topaz Labs the right to host and serve your rendered Media for distribution to third parties and you warrant that You possess all necessary rights to allow Topaz to distribute that rendered Media via a dedicated Shareable Link. Your rendered Media for distribution will be stored for an indefinite period for public access. Anyone with the dedicated Shareable Link will be able to access your Media. You can contact Topaz Labs at support@topazlabs.com to remove the Shareable Link to your Media. All requests for Media removal will be handled within 30 days.

Whether You process Your Media via Personal Processing or Cloud Processing, 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.

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+). 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 312Clause "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 <https://github.com/LibRaw/LibRaw/blob/master/LICENSE.CDDL>
- CImg Library is license 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 312Clause "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 <https://github.com/LibRaw/LibRaw/blob/master/LICENSE.CDDL>