#### SOFTWARE END USER LICENSE AGREEMENT

The accompanying MobileArc software ("Software") is provided by Miller Electric Mfg. LLC ("Miller"), 1635 W. Spencer St., P.O. Box 1079, Appleton, WI 54912, to your company or institution as a qualified purchaser ("Customer" or "You") for use in conjunction with Miller MobileArc weld training systems. Upon agreeing to the terms and conditions of this Agreement, You can use the Software in accordance with the terms and conditions of this Agreement. The Software may be used solely with the Miller MobileArc weld training system (the "Welding Data").

IMPORTANT-READ CAREFULLY: This Software License Agreement ("Agreement") is a legal agreement between You (either an individual or a single entity) and Miller Electric Mfg. LLC ("Miller"). If You are entering into this Agreement on behalf of an entity, You represent and warrant that You have full authority to bind such entity. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If You do not agree to the terms of this Agreement, promptly return the Software including any unopened Software packet(s) and the accompanying items, including any Miller hardware, written materials, and binders or other containers, to Miller.

1. SOFTWARE LICENSE. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed pursuant to this Agreement, not sold.

2. GRANT OF LICENSE. This Agreement grants Customer the limited, non-exclusive and non-transferable right to use the Software in object code and only for purposes of using the MobileArc weld training system and related data, all of the foregoing for Customer's internal use only. Such use may extend enterprise-wide to Customer's employees and authorized independent contracts; provided, however, that their use of the Software in accordance with the terms and conditions of this Agreement shall at all times remain Customer's sole responsibility. Customer shall be liable for any use of the Software by its employees or authorized independent contractors in violation of the terms and conditions of this Agreement. Customer may not make multiple copies of the Software, unless otherwise mutually agreed upon in advance with Miller. If Customer is permitted to make such copies of the Software, then Customer may make such copies for use in accordance with this Agreement, so long as such copies are used pursuant to this scope of the license grant herein and for Customer's internal business purposes only and all such copies replicate any trademark, copyright or other proprietary or restrictive marking or legend appearing on or used in conjunction with the Software.

3. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP. All title and intellectual property rights in and to the Software, and any copies You are permitted to make herein are owned by Miller. All rights not expressly granted are reserved by Miller. By accepting this Agreement, You do not become the owner of the Software or any such copyright, trade secret, patent or other intellectual property right relating thereto. You further agree, at all times during the term of this Agreement and thereafter, not to transfer the Software to any third party without the prior written consent of Miller or to disclose any confidential information or trade secrets of Miller that may be contained in the Software to any third party or to Your employees, other than Your employees who need access to the same to perform their jobs. You will use Your best efforts and take all appropriate steps to protect such confidential information and trade secrets from unauthorized reproduction, publication, disclosure or distribution.

4. DATA. Miller recognizes that You own the trainee data that is produced by the Software.

5. RESTRICTIONS OF USE. You shall not, and shall not permit any users or any third party to, directly or indirectly: (i) use or copy the Software or related documentation other than as expressly permitted by this Agreement; (ii) sell, rent, lease, sublicense, loan, or disclose the Software or related documentation, provide it on a subscription basis, or use it in connection with a service bureau; (iii) modify, translate or adapt, or create any derivative works of or based on, the Software or related documentation; (iv) reverse-engineer, disassemble, decompile or otherwise attempt to discern the source code of the Software; (v) remove, relocate, alter or obscure any trademark, copyright or other proprietary or restrictive marking or legend on the Software or related documentation or any copies thereof; (vi) use, provide or disclose the Software or related documentation in violation of any applicable laws, orders or regulations; or (vii) facilitate or allow installation and use of the Software on any PC or other computer owned by any party or person other than Customer.

6. TERMINATION. Without prejudice to any other rights, Miller may terminate this Agreement if You fail to comply with the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, You must immediately discontinue any and all use of the Software and destroy all copies of the Software in Your possession, custody or control.

7. U.S. GOVERNMENT RESTRICTED RIGHTS. All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. If a government agency has a need for rights not granted under these terms, it must negotiate with Miller to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

8. EXPORT RESTRICTIONS. You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments. You shall not use, import, re-import, export or re-export the Software, nor permit access to or use of the Software by any person or entity (including without limitation any affiliate) or in any location, in violation of any applicable export law, order, sanction or regulation, or any U.S. or U.N. embargo, nor take or permit any such action for which an export license or other governmental approval is required. In addition, the Software may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological

weapons. By downloading or using the Software You are certifying that You are not a national of Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or any country to which the United States embargoes goods and that You are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

9. COPYRIGHT AND TRADEMARKS. The entire contents of the Software (including all information, text, displays, images, and audio made available through or in connection with the Software) and the design, selection, and arrangement thereof, are proprietary to Miller or its licensors and are protected by United States and international laws regarding copyrights, trademarks, trade secrets and other proprietary rights. Miller's name and logos, MobileArc, and all related names, logos, product and service names, designs and slogans contained in the Software are trademarks of Miller, its affiliates, licensors, suppliers, distributors and/or contractors unless otherwise clearly specified in writing. You may not use such marks without the prior written permission of Miller. All other names, brands and marks are used for identification purposes only and may be the trademarks of their respective owners.

10. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MILLER PROVIDES TO YOU THE SOFTWARE, AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SOFTWARE ("SUPPORT SERVICES") AS IS AND WITH ALL FAULTS; AND MILLER HEREBY DISCLAIMS WITH RESPECT TO THE SOFTWARE AND SUPPORT SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR CORRESPONDENCE TO DOCUMENTATION PROVIDED OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND ANY SUPPORT SERVICES REMAINS WITH YOU.

11. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MILLER OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MILLER OR ANY SUPPLIER, AND EVEN IF MILLER OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. LIMITATION OF LIABILITY AND REMEDIES. MILLER SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF YOUR RELIANCE ON THE SOFTWARE OR YOUR USE OR THE USE BY YOUR EMPLOYEES OR AUTHORIZED INDEPENDENT CONTRACTORS OF ANY WELDING PRODUCT IN CONNECTION WITH OR IN CONJUNCTION WITH THE SOFTWARE. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF MILLER AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S. \$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

13. INDEMNIFICATION. You agree to indemnify and hold harmless Miller and its partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, distributors, third party information providers, licensors, licensees, distributors, contractors, from and against any and all liabilities, expenses, damages and costs, including reasonable attorneys' fees and other legal expenses, arising from any violation by You of this Agreement or Your use of the Software.

14. GOVERNING LAW. If You acquired this Software in the United States, this Agreement is governed by the laws of the State of Wisconsin. You agree to submit to the exclusive jurisdiction of such courts. If this Software was acquired outside the United States, then local law may apply. To the extent allowed by law, exclusive jurisdiction over any cause of action arising out of this Agreement or Your use of the Software shall be in the state or federal courts located in the State of Wisconsin. You agree to submit to the jurisdiction of such courts.

15. MISCELLANEOUS. Except as expressly set forth above, this Agreement completely and exclusively states the agreement between You and the Miller with respect to the Software, and no other terms that may have been communicated to You orally or in any other manner shall have any force or effect. Any cause of action You may have with respect to the Software must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. If any part of this Agreement is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of this Agreement shall remain in full force and effect. Miller's failure to insist upon or enforce strict performance of any provision of this Agreement shall not constitute a waiver of the provision. Neither a course of dealing or conduct between You and Miller nor any trade practices shall be deemed to modify this Agreement.

16. OPEN SOURCE LICENSE NOTICES. The Software may contain software from the open source community that must be licensed under the specific license terms applicable to such software, as provided for in the applicable Schedule below. Where such specific license terms entitle You to the source code of such open source software, such source code is available by submitting Your request at https://www.millerwelds.com/service/contactus.html; the Comments in the form should include Source Code Request and the details of Your request. You will then receive an e-mail with a link for You to download the source code.

17. SEVERABILITY; ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements or communications between the parties, with respect to the subject matter hereof. If any clause of this Agreement in any way contravenes the laws of the jurisdiction in which this Agreement is to be performed, such provisions shall be deemed to be deleted, and if any clause is declared by final adjudication to be illegal or contrary to public policy, it shall not affect the validity of any other clauses within this Agreement.

### SCHEDULE 1

The Software may contain Newtonsoft.Json open source software licensed under the MIT license, and the license terms below in this Schedule 1 (copied from the following website: https://github.com/JamesNK/Newtonsoft.Json/blob/master/LICENSE.md) apply to that open source software.

The MIT License (MIT)

Copyright (c) 2007 James Newton-King

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

END OF SCHEDULE 1

# SCHEDULE 2

The Software may contain OpenCV open source software licensed under the Apache License Version 2.0, and the license terms below in this Schedule 2 (copied from the following website: https://github.com/opencv/opencv/blob/master/LICENSE) apply to that open source software.

License Agreement For Open Source Computer Vision Library (Apache License Version 2.0, January 2004)

1 2 Apache License 3 Version 2.0, January 2004 4 http://www.apache.org/licenses/ 5 TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION 6 7 8 1. Definitions. 9 "License" shall mean the terms and conditions for use, reproduction, 10 11 and distribution as defined by Sections 1 through 9 of this document. 12 "Licensor" shall mean the copyright owner or entity authorized by 13 14 the copyright owner that is granting the License. 15

- 16 "Legal Entity" shall mean the union of the acting entity and all
- other entities that control, are controlled by, or are under commoncontrol with that entity. For the purposes of this definition,
- control with that entity. For the purposes of this definition,
  "control" means (i) the power, direct or indirect, to cause the
- direction or management of such entity, whether by contract or
- otherwise, or (ii) ownership of fifty percent (50%) or more of the
- outstanding shares, or (iii) beneficial ownership of such entity.
- 23
- 24 "You" (or "Your") shall mean an individual or Legal Entity
- 25 exercising permissions granted by this License.
- 26
- 27 "Source" form shall mean the preferred form for making modifications,
- 28 including but not limited to software source code, documentation

29 source, and configuration files. 30 "Object" form shall mean any form resulting from mechanical 31 32 transformation or translation of a Source form, including but 33 not limited to compiled object code, generated documentation, 34 and conversions to other media types. 35 36 "Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a 37 copyright notice that is included in or attached to the work 38 39 (an example is provided in the Appendix below). 40 41 "Derivative Works" shall mean any work, whether in Source or Object 42 form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications 43 44 represent, as a whole, an original work of authorship. For the purposes 45 of this License, Derivative Works shall not include works that remain 46 separable from, or merely link (or bind by name) to the interfaces of, 47 the Work and Derivative Works thereof. 48 49 "Contribution" shall mean any work of authorship, including 50 the original version of the Work and any modifications or additions 51 to that Work or Derivative Works thereof, that is intentionally 52 submitted to Licensor for inclusion in the Work by the copyright owner 53 or by an individual or Legal Entity authorized to submit on behalf of 54 the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent 55 56 to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, 57 58 and issue tracking systems that are managed by, or on behalf of, the 59 Licensor for the purpose of discussing and improving the Work, but 60 excluding communication that is conspicuously marked or otherwise 61 designated in writing by the copyright owner as "Not a Contribution." 62 63 "Contributor" shall mean Licensor and any individual or Legal Entity 64 on behalf of whom a Contribution has been received by Licensor and 65 subsequently incorporated within the Work. 66 2. Grant of Copyright License. Subject to the terms and conditions of 67 68 this License, each Contributor hereby grants to You a perpetual, 69 worldwide, non-exclusive, no-charge, royalty-free, irrevocable 70 copyright license to reproduce, prepare Derivative Works of, 71 publicly display, publicly perform, sublicense, and distribute the 72 Work and such Derivative Works in Source or Object form. 73 3. Grant of Patent License. Subject to the terms and conditions of 74 75 this License, each Contributor hereby grants to You a perpetual, 76 worldwide, non-exclusive, no-charge, royalty-free, irrevocable 77 (except as stated in this section) patent license to make, have made, 78 use, offer to sell, sell, import, and otherwise transfer the Work, 79 where such license applies only to those patent claims licensable 80 by such Contributor that are necessarily infringed by their 81 Contribution(s) alone or by combination of their Contribution(s) 82 with the Work to which such Contribution(s) was submitted. If You 83 institute patent litigation against any entity (including a 84 cross-claim or counterclaim in a lawsuit) alleging that the Work 85 or a Contribution incorporated within the Work constitutes direct 86 or contributory patent infringement, then any patent licenses 87 granted to You under this License for that Work shall terminate 88 as of the date such litigation is filed. 89 90 4. Redistribution. You may reproduce and distribute copies of the 91 Work or Derivative Works thereof in any medium, with or without

92 modifications, and in Source or Object form, provided that You

93 meet the following conditions: 94 95 (a) You must give any other recipients of the Work or 96 Derivative Works a copy of this License; and 97 98 (b) You must cause any modified files to carry prominent notices 99 stating that You changed the files; and 100 (c) You must retain, in the Source form of any Derivative Works 101 102 that You distribute, all copyright, patent, trademark, and 103 attribution notices from the Source form of the Work, 104 excluding those notices that do not pertain to any part of 105 the Derivative Works; and 106 107 (d) If the Work includes a "NOTICE" text file as part of its 108 distribution, then any Derivative Works that You distribute must 109 include a readable copy of the attribution notices contained 110 within such NOTICE file, excluding those notices that do not 111 pertain to any part of the Derivative Works, in at least one 112 of the following places: within a NOTICE text file distributed 113 as part of the Derivative Works; within the Source form or 114 documentation, if provided along with the Derivative Works; or, 115 within a display generated by the Derivative Works, if and 116 wherever such third-party notices normally appear. The contents 117 of the NOTICE file are for informational purposes only and 118 do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside 119 120 or as an addendum to the NOTICE text from the Work, provided 121 that such additional attribution notices cannot be construed 122 as modifying the License. 123 124 You may add Your own copyright statement to Your modifications and 125 may provide additional or different license terms and conditions 126 for use, reproduction, or distribution of Your modifications, or 127 for any such Derivative Works as a whole, provided Your use, 128 reproduction, and distribution of the Work otherwise complies with 129 the conditions stated in this License. 130 5. Submission of Contributions. Unless You explicitly state otherwise, 131 132 any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of 133 134 this License, without any additional terms or conditions. 135 Notwithstanding the above, nothing herein shall supersede or modify 136 the terms of any separate license agreement you may have executed 137 with Licensor regarding such Contributions. 138 139 6. Trademarks. This License does not grant permission to use the trade 140 names, trademarks, service marks, or product names of the Licensor, 141 except as required for reasonable and customary use in describing the 142 origin of the Work and reproducing the content of the NOTICE file. 143 144 7. Disclaimer of Warranty. Unless required by applicable law or 145 agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, 146 WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or 147 148 implied, including, without limitation, any warranties or conditions 149 of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the 150 151 appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License. 152 153 154 8. Limitation of Liability. In no event and under no legal theory, 155 whether in tort (including negligence), contract, or otherwise, 156 unless required by applicable law (such as deliberate and grossly

157 negligent acts) or agreed to in writing, shall any Contributor be 158 liable to You for damages, including any direct, indirect, special, 159 incidental, or consequential damages of any character arising as a 160 result of this License or out of the use or inability to use the 161 Work (including but not limited to damages for loss of goodwill, 162 work stoppage, computer failure or malfunction, or any and all 163 other commercial damages or losses), even if such Contributor 164 has been advised of the possibility of such damages. 165 9. Accepting Warranty or Additional Liability. While redistributing 166 the Work or Derivative Works thereof, You may choose to offer, 167 and charge a fee for, acceptance of support, warranty, indemnity, 168 or other liability obligations and/or rights consistent with this 169 170 License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf 171 172 of any other Contributor, and only if You agree to indemnify, 173 defend, and hold each Contributor harmless for any liability 174 incurred by, or claims asserted against, such Contributor by reason 175 of your accepting any such warranty or additional liability. 176 177 END OF TERMS AND CONDITIONS 178 179 APPENDIX: How to apply the Apache License to your work. 180 To apply the Apache License to your work, attach the following 181 182 boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include 183 the brackets!) The text should be enclosed in the appropriate 184 185 comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the 186 same "printed page" as the copyright notice for easier 187 188 identification within third-party archives. 189 Copyright [yyyy] [name of copyright owner] 190 191 192 Licensed under the Apache License, Version 2.0 (the "License"); 193 you may not use this file except in compliance with the License. 194 You may obtain a copy of the License at 195 http://www.apache.org/licenses/LICENSE-2.0 196 197 198 Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, 199

- 200 WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.
- 201 See the License for the specific language governing permissions and
- 202 limitations under the License.

END OF SCHEDULE 2

### SCHEDULE 3

The Software may contain OpenCV open source software licensed under the 3-clause BSD license, and the license terms below in this Schedule 3 (copied from the following website: <a href="https://github.com/opencv/blob/4.4.0/LICENSE">https://github.com/opencv/blob/4.4.0/LICENSE</a>) apply to that open source software.

License Agreement For Open Source Computer Vision Library (3-clause BSD License)

- 1 By downloading, copying, installing or using the software you agree to this license.
- 2 If you do not agree to this license, do not download, install,
- 3 copy or use the software.
- 4
- 5
- 6 License Agreement

## For Open Source Computer Vision Library

- 7 8
- (3-clause BSD License)
- 9
- 10 Copyright (C) 2000-2020, Intel Corporation, all rights reserved.
- 11 Copyright (C) 2009-2011, Willow Garage Inc., all rights reserved.
- 12 Copyright (C) 2009-2016, NVIDIA Corporation, all rights reserved.
- 13 Copyright (C) 2010-2013, Advanced Micro Devices, Inc., all rights reserved.
- 14 Copyright (C) 2015-2016, OpenCV Foundation, all rights reserved.
- 15 Copyright (C) 2015-2016, Itseez Inc., all rights reserved.
- 16 Copyright (C) 2019-2020, Xperience AI, all rights reserved.
- 17 Third party copyrights are property of their respective owners.
- 18
- 19 Redistribution and use in source and binary forms, with or without modification,
- 20 are permitted provided that the following conditions are met:
- 21
- 22 \* Redistributions of source code must retain the above copyright notice,
- 23 this list of conditions and the following disclaimer.
- 24
- 25 \* Redistributions in binary form must reproduce the above copyright notice,
- 26 this list of conditions and the following disclaimer in the documentation
- 27 and/or other materials provided with the distribution.
- 2829 \* Neither the names of the copyright holders nor the names of the contributors
- 30 may be used to endorse or promote products derived from this software
- 31 without specific prior written permission.
- 32
- 33 This software is provided by the copyright holders and contributors "as is" and
- 34 any express or implied warranties, including, but not limited to, the implied
- 35 warranties of merchantability and fitness for a particular purpose are disclaimed.
- 36 In no event shall copyright holders or contributors be liable for any direct,
- 37 indirect, incidental, special, exemplary, or consequential damages
- 38 (including, but not limited to, procurement of substitute goods or services;
- 39 loss of use, data, or profits; or business interruption) however caused
- 40 and on any theory of liability, whether in contract, strict liability,
- 41 or tort (including negligence or otherwise) arising in any way out of
- 42 the use of this software, even if advised of the possibility of such damage.

END OF SCHEDULE 3

## SCHEDULE 4

The Software may contain Boost open source software licensed under the below license, and the license terms below in this Schedule 4 (copied from the following website: https://www.boost.org/users/license.html) apply to that open source software.

Boost Software License - Version 1.0 - August 17th, 2003

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

### SCHEDULE 5

The Software may contain Android Software Development Kit (SDK) source software licensed under the Apache License Version 2.0, and the license terms below in this Schedule 5 (copied from the following website: https://www.apache.org/licenses/LICENSE-2.0) apply to that open source software.

### Apache License Version 2.0, January 2004 http://www.apache.org/licenses/

### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, nonexclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed. 4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

- 1. You must give any other recipients of the Work or Derivative Works a copy of this License; and
- 2. You must cause any modified files to carry prominent notices stating that You changed the files; and
- 3. You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
- 4. If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

END OF SCHEDULE 5