InsightFace buffalo_l Commercial License

1 Parties and acceptance

This End User License Agreement (Agreement) is between InsightFace AI Technology Limited, a Hong Kong company, BR Number 76490112 (Supplier), and the legal entity identified as the buyer in the accepted AWS Marketplace offer (Customer). Supplier's address for this Agreement is Room C20, 3/F, Block C, East Sun Industrial Centre, 16 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong. Supplier's contact email is contact@insightface.ai.

Customer accepts this Agreement by accepting the AWS Marketplace offer to which it is attached. The person accepting represents that they are authorized to bind Customer. The accepted offer identifies the product, price, currency, license dates and payment terms (Offer). AWS is the marketplace and billing provider and is not a party to this Agreement. Customer's separate agreements with AWS continue to govern AWS services.

2 Licensed product and delivery

The licensed product is the InsightFace buffalo_l model package, including its supplied model weights and files (Licensed Models), delivered in a Linux container with runtime dependencies, a simple inference script and documentation. The license includes updates or new versions that Supplier releases for the same buffalo_l package during the active License Term; it does not include other model packages or a commitment to release future updates.

Customer operates the product on infrastructure it controls and is responsible for application integration and its operating environment. Third-party runtime components remain subject to the applicable licenses identified in the container notices.

3 Commercial license

Subject to payment and compliance with this Agreement, Supplier grants Customer a worldwide, non-exclusive commercial license during the License Term to use, reproduce, integrate and deploy the Licensed Models in Customer's applications, products and services. Customer may deploy on customer-managed servers and deliver the Licensed Models as a component of Customer's own branded products to end customers. No separate license fee applies per image, request, server, device, site or end customer.

The license covers Customer only. Affiliates, parent companies and subsidiaries are included only if expressly named in the Offer. Customer may use contractors acting on its behalf under Customer's control and remains responsible for their compliance. This does not grant those contractors an independent license.

Customer must not sell, resell, sublicense, publish or distribute the Licensed Models as standalone models, downloadable model assets or an independent model API service. Independent third-party white-label or OEM rights require a separate written agreement. Customer must retain proprietary notices and must not transfer the license except as allowed by Section 11. No encryption, obfuscation or model-extraction prevention measures are required for this public model package.

4 Fees and payment

The annual license is a fixed fee for a 12-month term, payable in full in advance through AWS Marketplace. The applicable amount, currency, start date and billing terms are those in the Offer. No commercial price is established by this EULA alone. AWS bills and collects payments under the applicable AWS Marketplace arrangements. Customer is responsible for its own infrastructure and third-party service charges.

Fees are exclusive of applicable transaction taxes and are net of withholding taxes imposed on Customer's payment. If Customer is legally required to withhold, it shall pay the required tax and increase the payment so that Supplier receives the agreed license fee without reduction for that withholding. Supplier bears taxes on its own income or profits and its own AWS seller fees. Mandatory AWS tax collection and payment procedures remain applicable.

Refund requests are reviewed case by case. Customer may email contact@insightface.ai with its AWS Marketplace agreement ID and reason. Approved refunds are processed through AWS Marketplace. Except for

approved refunds, refunds expressly provided by this Agreement or the Offer, and rights that cannot lawfully be excluded, paid fees are non-refundable.

5 Term renewal and upgrade

The License Term begins on the subscription start date in the accepted Offer, subject to full payment, and lasts 12 months unless the Offer expressly states another term. Production use requires an active paid license. The annual license renews for successive 12-month terms unless either party gives at least 30 days' written notice of non-renewal or the Offer expressly provides otherwise. Any required Marketplace renewal acceptance and payment must be completed; this clause does not extend an expired AWS entitlement by itself. With the same model package, legal entity, territory and license conditions, the renewal license fee remains the first-year agreed fee.

On non-renewal, embedded deployments delivered to end customers during the paid License Term may continue to be used under this Agreement. Customer must not make new deliveries to new end customers after expiry unless it renews or obtains an appropriate perpetual license. Other ongoing use by Customer requires an active license. This continuation right does not apply to termination for Customer's uncured material breach.

Within 12 months from the initial annual license start date, Customer may apply the annual license fee actually paid for buffalo_l toward a separately agreed perpetual license for the same package, legal entity, territory and other license conditions. A separate upgrade offer must identify the perpetual price, credit and remaining balance. Perpetual rights arise only after acceptance and payment of that upgrade. This annual subscription does not automatically become perpetual.

6 Ownership and confidentiality

Supplier and its licensors retain ownership of the Licensed Models and their intellectual property. Customer retains ownership of its own applications, systems, data and materials. No ownership transfers under this Agreement.

Each party shall protect the other's non-public business, technical and commercial information with reasonable care, use it only to perform this Agreement and disclose it only to personnel or advisers who need it and owe confidentiality duties. Information lawfully public, already known without restriction, independently developed or lawfully obtained from another source is excluded. Legally required disclosure is permitted with advance notice where lawful and limited to the required information. Supplier's training-data details, development methods and internal evaluation materials remain confidential and need not be disclosed.

7 Warranties support and data

Supplier warrants that it has authority to enter into this Agreement and grant the license. Except for this express warranty, the product is provided as is. To the maximum extent permitted by law, Supplier disclaims implied warranties of merchantability, fitness for a particular purpose and non-infringement. Customer must validate suitability and performance for its applications.

Supplier provides reasonable email assistance concerning delivery, model inputs and outputs, preprocessing, use instructions and existing documentation at contact@insightface.ai. No fixed response time or service-level commitment applies unless separately agreed. Custom development, training, conversion, optimization, on-site services and management of Customer's applications or infrastructure are not included.

Customer is responsible for lawful collection, processing, storage and use of images, biometric data and other personal data, including required notices, permissions and legal bases. The product runs in Customer's environment. Supplier does not receive or process Customer's production images or biometric data through the supplied inference script. Customer must not send such production data to Supplier for support without a separate agreed arrangement.

8 Intellectual property indemnity

Subject to Section 9, Supplier shall defend Customer against a third-party claim that Customer's use of the supplied Licensed Models as permitted by this Agreement infringes that third party's intellectual property rights, and pay damages and reasonable costs finally awarded or agreed in a settlement approved by Supplier. Customer shall promptly notify Supplier, give Supplier control of the defense and settlement, and reasonably cooperate. Supplier shall not admit Customer fault or impose a non-monetary obligation on Customer in settlement without Customer's prior written consent.

This obligation excludes claims attributable to Customer modifications, combinations not supplied or approved by Supplier, use contrary to this Agreement, or continued use after Supplier offers a commercially reasonable non-infringing replacement. Supplier may obtain continued use rights, modify or replace the affected models, or terminate the affected license and refund the unused portion of its paid fees. All defense costs, indemnity payments and other liabilities remain within the aggregate cap in Section 9.

9 Limitation of liability

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, exemplary, punitive or consequential damages, or lost profits, revenue, goodwill or data arising from this Agreement. Supplier's total aggregate liability arising out of or relating to this Agreement, including intellectual property indemnity, defense costs and all other obligations, shall not exceed the total license fees actually paid by Customer for this Agreement, including payments collected by AWS on Supplier's behalf. No separate, higher or unlimited indemnity cap applies. Nothing excludes liability that applicable law does not permit to be excluded.

10 Termination

Either party may terminate for a material breach not cured within 30 days after written notice describing the breach. On termination for Customer's uncured material breach, Customer shall cease using and distributing the Licensed Models and remove them from active systems, except as required by law. On ordinary expiry or non-renewal, Section 5 governs continued use of existing embedded deployments. Accrued payment obligations and provisions on ownership, restrictions, confidentiality, indemnity, liability and dispute resolution survive to give them effect.

11 Governing law and general terms

This Agreement is governed by Hong Kong law, excluding conflict-of-law rules. The courts of Hong Kong have exclusive jurisdiction over disputes arising from it. Each party shall comply with applicable laws, including applicable export controls and sanctions.

Neither party may assign this Agreement without the other's written consent, except to a successor in a merger, reorganization or sale of substantially all relevant assets that assumes this Agreement in writing. This Agreement and the accepted Offer constitute the entire agreement concerning this product. Expressly agreed terms in an accepted private offer take precedence to the extent of a conflict; otherwise this Agreement governs the license. Amendments require written agreement by both parties, including an accepted Marketplace amendment. A delay in enforcing a right is not a waiver. If a provision is unenforceable, the remaining provisions continue in effect.

Notices must be in writing to contact@insightface.ai for Supplier and to Customer's business contact provided for the transaction. Electronic acceptance and electronic records may evidence this Agreement. Version 2026-11-19.