

License Agreement for NVIDIA GAI Multi Agent Collision Avoidance Toolkit

IMPORTANT NOTICE -- READ CAREFULLY: This License Agreement ("License") for NVIDIA GAI Multi Agent Collision Avoidance Toolkit, including computer software and associated documentation ("Software"), is the LICENSE which governs use of the SOFTWARE of NVIDIA Corporation and its subsidiaries ("NVIDIA") downloadable herefrom. By downloading, installing, copying, or otherwise using the SOFTWARE, You (as defined below) agree to be bound by the terms of this LICENSE. If You do not agree to the terms of this LICENSE, do not download the SOFTWARE.

RECITALS

Use of NVIDIA's products requires three elements: the SOFTWARE, the NVIDIA GPU, and a computer system. The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is not sold, and instead is only licensed for Your use, strictly in accordance with this document. The hardware is protected by various patents, and is sold, but this LICENSE does not cover that sale, since it may not necessarily be sold as a package with the SOFTWARE. This LICENSE sets forth the terms and conditions of the SOFTWARE LICENSE only.

1. DEFINITIONS

1.1 Licensee. "Licensee," "You," or "Your" shall mean the entity or individual that downloads and uses the SOFTWARE.

2. GRANT OF LICENSE

2.1 Rights and Limitations of Grant. NVIDIA hereby grants Licensee the following non-exclusive, non-transferable, non-sublicensable (except as stated otherwise below) right to use the SOFTWARE, with the following limitations:

2.1.1 Usage Rights. Licensee may install and use multiple copies of the SOFTWARE on a shared computer or concurrently on different computers, and make multiple back-up copies of the SOFTWARE, solely for Licensee's use within Licensee's Enterprise. "Enterprise" shall mean individual use by Licensee or any legal entity (such as a corporation or university) and the subsidiaries it owns by more than 50 percent.

2.1.2. Redistribution Rights. Licensee may, transfer, redistribute and sublicense certain files of the SOFTWARE, as referenced in Attachment A of this Agreement; provided, however Licensee shall only install such files into a private (non-shared) directory location that is used only by Licensee's product.

2.1.3 Linux/FreeBSD Exception. Notwithstanding the foregoing terms of Section 2.1.1, SOFTWARE designed exclusively for use on the Linux or FreeBSD operating systems, or other operating systems derived from the source code to these operating systems, may be copied and

redistributed, provided that the binary files thereof are not modified in any way (except for unzipping of compressed files).

2.1.4 Limitations.

No Reverse Engineering. Licensee may not reverse engineer, decompile, or disassemble the SOFTWARE, nor attempt in any other manner to obtain the source code.

No Separation of Components. The SOFTWARE is licensed as a single product. Except as authorized in this Agreement, Software component parts of the Software may not be separated for use on more than one computer, nor otherwise used separately from the other parts.

No Rental. Licensee may not rent or lease the SOFTWARE to someone else.

3. TERMINATION

This LICENSE will automatically terminate if Licensee fails to comply with any of the terms and conditions hereof. In such event, Licensee must destroy all copies of the SOFTWARE and all of its component parts.

Defensive Suspension. If Licensee commences or participates in any legal proceeding against NVIDIA, then NVIDIA may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this LICENSE during the pendency of such legal proceedings.

4. COPYRIGHT

All rights, title, interest and copyrights in and to the SOFTWARE (including but not limited to all images, photographs, animations, video, audio, music, text, and other information incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by NVIDIA, or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Accordingly, Licensee is required to treat the SOFTWARE like any other copyrighted material, except as otherwise allowed pursuant to this LICENSE and that it may make one copy of the SOFTWARE solely for backup or archive purposes.

RESTRICTED RIGHTS NOTICE. Software has been developed entirely at private expense and is commercial computer software provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in the license agreement under which Software was obtained pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is NVIDIA, 2701 San Tomas Expressway, Santa Clara, CA 95050

5. APPLICABLE LAW

This LICENSE shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

6. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY

6.1 No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND NVIDIA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.2 No Liability for Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NVIDIA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 No Support. NVIDIA has no obligation to support or to provide any updates of the Software.

7. MISCELLANEOUS

7.1 Feedback. In the event Licensee contacts NVIDIA to request Feedback (as defined below) on how to design, implement, or optimize Licensee's product for use with the SOFTWARE, the following terms and conditions apply the Feedback:

1. Exchange of Feedback. Both parties agree that neither party has an obligation to give the other party any suggestions, comments or other feedback, whether verbally or in code form ("Feedback"), relating to (i) the SOFTWARE; (ii) Licensee's products; (iii) Licensee's use of the SOFTWARE; or (iv) optimization of Licensee's product with the SOFTWARE. In the event either party provides Feedback to the other party, the party receiving the Feedback may use and include any Feedback that the other party voluntarily provides to improve the (i) SOFTWARE or other related NVIDIA technologies, respectively for the benefit of NVIDIA; or (ii) Licensee's product or other related Licensee technologies, respectively for the benefit of Licensee. Accordingly, if either party provides Feedback to the other party, both parties agree that the other party and its respective licensees may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the (i) SOFTWARE or other related technologies; or (ii) Licensee's products or other related technologies, respectively, without the payment of any royalties or fees.

2. Residual Rights. Licensee agrees that NVIDIA shall be free to use any general knowledge, skills and experience, (including, but not limited to, ideas, concepts, know-how, or techniques) ("Residuals"), contained in the (i) Feedback provided by Licensee to NVIDIA; (ii) Licensee's

products shared or disclosed to NVIDIA in connection with the Feedback; or (c) Licensee's confidential information voluntarily provided to NVIDIA in connection with the Feedback, which are retained in the memories of NVIDIA's employees, agents, or contractors who have had access to such (i) Feedback provided by Licensee to NVIDIA; (ii) Licensee's products; or (c) Licensee's confidential information voluntarily provided to NVIDIA, in connection with the Feedback. Subject to the terms and conditions of this Agreement, NVIDIA's employees, agents, or contractors shall not be prevented from using Residuals as part of such employee's, agent's or contractor's general knowledge, skills, experience, talent, and/or expertise. NVIDIA shall not have any obligation to limit or restrict the assignment of such employees, agents or contractors or to pay royalties for any work resulting from the use of Residuals.

3. Disclaimer of Warranty. FEEDBACK FROM EITHER PARTY IS PROVIDED FOR THE OTHER PARTY'S USE "AS IS" AND BOTH PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BOTH PARTIES DO NOT REPRESENT OR WARRANT THAT THE FEEDBACK WILL MEET THE OTHER PARTY'S REQUIREMENTS OR THAT THE OPERATION OR IMPLEMENTATION OF THE FEEDBACK WILL BE UNINTERRUPTED OR ERROR-FREE.

4. No Liability for Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE FEEDBACK, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Freedom of Action. Licensee agrees that this Agreement is nonexclusive and NVIDIA may currently or in the future be developing software, other technology or confidential information internally, or receiving confidential information from other parties that maybe similar to the Feedback and Licensee's confidential information (as provided in Section 7.1.2 above), which may be provided to NVIDIA in connection with Feedback by Licensee. Accordingly, Licensee agrees that nothing in this Agreement will be construed as a representation or inference that NVIDIA will not develop, design, manufacture, acquire, market products, or have products developed, designed, manufactured, acquired, or marketed for NVIDIA, that compete with the Licensee's products or confidential information.

6. No Implied Licenses. Under no circumstances should anything in this Agreement be construed as NVIDIA granting by implication, estoppel or otherwise, (i) a license to any NVIDIA product or technology other than the SOFTWARE; or (ii) any additional license rights for the SOFTWARE other than the licenses expressly granted in this Agreement.

7.2 If any provision of this LICENSE is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This LICENSE is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This LICENSE may only be modified in writing signed by an authorized officer of NVIDIA. Licensee agrees that it will not ship, transfer or export the SOFTWARE into any country, or use the SOFTWARE in any manner, prohibited by the United States Bureau of Export Administration or any export laws, restrictions or regulations.

ATTACHMENT A

Redistributable Components

The following files may be redistributed with software applications developed by Licensee.

- * Windows
- Runtime: GAI.dll

The following terms and conditions apply to Licensee's use of the components listed above ("Redistributable Components") of the SOFTWARE:

1. Customer may transfer, redistribute or sublicense, the license rights pursuant to Section 2.1.1 of this Agreement in connection with the Redistributable Components to end users of Licensee's products.