

NVIDIA MONAI SERVICE AGREEMENT

IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE USING NVIDIA MONAI SERVICE.

This agreement (“Agreement”) is a legal agreement between the entity you represent, or if no entity is identified you individually (“you”) and NVIDIA Corporation (“NVIDIA”) for the use of the early access version of NVIDIA MONAI service, including software and content provided (collectively, the “NVIDIA MONAI Service”) as updated from time to time.

By using the NVIDIA MONAI Service, you are affirming that you have read and agree to this Agreement.

This Agreement can be accepted only by an adult of legal age of majority in the country in which the NVIDIA MONAI Service is used.

If you are not old enough to enter into this Agreement or if you don’t accept all the terms and conditions below, do not use the NVIDIA MONAI Service.

You agree to use the NVIDIA MONAI Service only for purposes that are permitted by this Agreement and are consistent with applicable laws and regulations and the rights of others.

1. Offering.

- 1.1 Service. Subject to use limits defined by NVIDIA, the NVIDIA MONAI Service enables you to associate uploaded image content (“User Content”) with AI models, run inferencing or customize available AI models, and see the resulting output as a trained AI model and data (“Generated Content”). The AI models, software and content made available by NVIDIA to you and are licensed by the applicable licensor, not sold. NVIDIA MONAI Service does not support content in all formats. As between you and NVIDIA and as permitted by law, you own all User Content and Generated Content (subject to the applicable licensor ownership of any underlying AI model or other background intellectual property rights), subject to your compliance with this Agreement.
- 1.2 Grant. Subject to this Agreement, NVIDIA grants you a revocable, non-exclusive, non-transferable license to (a) access and use an early access version of the NVIDIA MONAI Service, and (b) install and use software made available by NVIDIA to you to download for the period of the NVIDIA MONAI Service, in each case for proof-of-concept or evaluation purposes only, without use of the NVIDIA MONAI Service or Generated Content in production.
- 1.3 Authorized Users. Subject to the access limits defined by NVIDIA, you may have employees and contractors of your entity and subsidiaries, and external testers, as authorized users accessing the NVIDIA MONAI Service for the purpose stated in this Agreement. You are responsible for the compliance with this Agreement by your authorized users. Any act or omission that if committed by you would constitute a breach of this Agreement will be deemed to constitute a breach of this Agreement if committed by your authorized users.
- 1.4 Pre-Release. The NVIDIA MONAI Service, including the software and content versions available, are in pre-release and may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, availability, and reliability standards relative to commercial versions of NVIDIA services and content. You may use a pre-release NVIDIA MONAI Service version at your own risk, understanding that these versions are not intended for use in production or business-critical systems. NVIDIA may choose not to make available a commercial version of any pre-release service. NVIDIA may also choose to abandon development and terminate the availability of a pre-release service at any time without liability.

2. User Content.

- 2.1 You agree that you own or have sufficient rights to the User Content (i) does not include any confidential information, (ii) does not include any controlled or sensitive data, including (but not limited to) protected health information, personal data, payment card industry information or sensitive human subject research, or (iii) is not subject to any third-party patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or (iv) does not contain information or data that is processed or collected in violation of law.
- 2.2 When you provide, make available, or create User Content and Generated Content to or through the NVIDIA MONAI Service, you grant NVIDIA, its affiliates and service providers a worldwide license with respect to User Content and Generated Content, to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes), display and transmit such User Content during your session and for a short time after until cache data is cleared on the NVIDIA MONAI Service to provide you with the service described in Section 1.1. Additionally, NVIDIA may retain anonymized usage data to improve its products or services.
- 2.3 You acknowledge that NVIDIA does not manage or control User Content or Generated Content that you provide, make available or create through the NVIDIA MONAI Service, and accepts no responsibility or liability regardless of whether such User Content or Generated Content is transmitted to or by you in breach of this Agreement.
- 2.4 If you make available or create User Content through NVIDIA MONAI Service, you represent and warrant that neither your actions nor your posting, submission, creation or otherwise transmission of User Content, Generated Content, or other content will: (i) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to legal liability; (ii) be fraudulent, false, misleading or deceptive, including impersonation or attempted impersonation of others; (iii) be defamatory, obscene, pornographic, vulgar or offensive; (iv) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (v) be violent or threatening or promote violence or actions that are threatening to any other person; (vi) contain any malware, viruses, drop dead device, worm, trojan horse, trap, back door or other software routine that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; (vii) use any robot, spider, data scrapping or extraction tool or other similar mechanism with respect to NVIDIA MONAI Service ; (viii) interfere with or disrupt the security, integrity or performance of NVIDIA MONAI Service or of any User Content, attempt to probe, scan or test the vulnerability of NVIDIA MONAI Service or any User Content, or collect or store any personally identifiable information from NVIDIA MONAI Service from other users of NVIDIA MONAI Service; (ix) use or display NVIDIA's trademarks with any defamatory, obscene, pornographic, vulgar, offensive or violent content as determined by NVIDIA; or (x) otherwise infringe NVIDIA's rights in or violate its policies regarding use of its trademarks, available at <https://www.nvidia.com/en-us/about-nvidia/legal-info/>. You are responsible for the consequences of User Content or Generated Content that do not conform to these limitations.
- 2.5 You acknowledge and agree that NVIDIA may, but is not obligated to, block, monitor, scan or review communications or User Content or Generated Content transmitted through the NVIDIA MONAI Service and that NVIDIA will not be responsible for the content of any such communications or transmissions.

2.6 When using the NVIDIA MONAI Service NVIDIA may request you participate in a survey. Such information will be deemed “Feedback” as defined in Section 7 below.

3. Privacy: Collection and Use of Information.

- 3.1 The NVIDIA Privacy Policy located at <https://www.nvidia.com/en-us/about-nvidia/privacy-policy/> explains NVIDIA’s policy for collecting and using data (“NVIDIA Privacy Policy”). NVIDIA will require certain personal information such as name, email address, user ID, and survey responses to deliver or provide access to the NVIDIA MONAI Service. The survey responses may be retained for as long as needed to operate the early access program to the NVIDIA MONAI Service after which point the survey responses will be aggregated.
- 3.2 You hereby acknowledge that through the NVIDIA MONAI Service, NVIDIA will access and collect data to: (a) properly configure and optimize products for use with the NVIDIA MONAI Service; (b) deliver content or service through the NVIDIA MONAI Service; and (c) improve NVIDIA products and services. Information collected include applications settings, performance and usage data (e.g., the MONAI version, network, commands issued, GPU type, success/failure of commands, logs). This information will be anonymized.
- 3.3 Your User Content or Generated Content or model weights based on your data will not be used by NVIDIA for any purpose other than to debug or trouble shoot at your request. User Content and Generated Content will be processed and deleted at the end of the early access program or when you no longer have access to the NVIDIA MONAI Service.

4. Restrictions.

- 4.1 You will not use the NVIDIA MONAI Service for any purpose other than as described in section 1 above.
- 4.2 Except as indicated in the Authorized User section above, you may not copy, sell, rent, sublicense, transfer or distribute or make available to others any portion of the NVIDIA MONAI Service.
- 4.3 You may not use NVIDIA servers for general cloud storage of your data. Further, you are responsible for User Content you upload including any information relating to an identifiable individual, financial, health or governmental information, or any other information which may be subject to data privacy or data security laws, rules, or regulations. NVIDIA does not represent, and specifically disclaims, that NVIDIA servers are appropriate for processing of any data including personal data and data constituting credit card information subject to Payment Card Industry Data Security Standard or Protected Health Information under Health Insurance Portability and Accountability Act of 1996. Pub. L. 104-191. Stat. 1936, or equivalent laws in other jurisdictions.
- 4.4 You will not reverse engineer, decompile, disassemble, modify, create derivative works, or remove copyright or other proprietary notices from any portion of the NVIDIA MONAI Service.
- 4.5 You will not misuse, disrupt, or exploit the NVIDIA MONAI Service or NVIDIA servers for any unauthorized use, or try to access areas not intended for users.
- 4.6 You must refrain from unsolicited automated bulk communication activities, including unsolicited mass mailings or other form of “spam.” Generated messages must not spoof or falsify e-mail addresses, routing information or seek to impersonate any person, entity, or otherwise mislead as to the origin of the content.

- 4.7 You will not distribute malware or facilitate the distribution and propagation of malware.
- 4.8 You will not bypass, disable, or circumvent any technical aspect of the NVIDIA MONAI Service, including, but not limited to, encryption, security, digital rights management, authorization, or authentication mechanism.
- 4.9 You will not violate the security, confidentiality, integrity, and availability of the NVIDIA MONAI Service, or violate the security, confidentiality, integrity and availability of any user, network, or system.
- 4.10 You will not perform security testing of NVIDIA MONAI Service (including probe, scan, or vulnerability test) except if expressly authorized in writing by NVIDIA.
- 4.11 You will not use NVIDIA MONAI Service to create or distribute to others any defamatory, obscene, pornographic, vulgar, offensive, or violent content.

5. Confidentiality. You may use the confidential information only to exercise your rights and perform your obligations under this Agreement. You will not disclose the confidential information to any third party, except as expressly authorized in this Agreement, without first having written approval of NVIDIA. You agree that you will protect the confidential information with at least the same degree of care that you protect your own similar confidential and proprietary information, but no less than a reasonable degree of care. The NVIDIA MONAI Service, including its features, functionality, performance, latency, accuracy, are confidential information of NVIDIA.

6. Trustworthy AI. Technology can have a profound impact on people and the world, and NVIDIA is committed to enabling trust and transparency in AI development. NVIDIA encourages you to adopt principles of AI ethics and trustworthiness to guide your business decisions by doing the following:

- 6.1 Permitted Use. Ensure the product or service you develop, use, offer as a service or distribute meets the legal and ethical requirements of the relevant industry or use case and that you have taken reasonable measures to address bias and inform users of the limitations of the product or service.
- 6.2 Development Practices. Ensure that in developing your product or service, you adopt adequate measures to mitigate the risk of harming more vulnerable groups, especially those that have been historically disadvantaged or are at risk of exclusion.
- 6.3 Transparency. Communicate information to stakeholders about the capabilities and limitations of your product or service, including transparency about the fact that stakeholders are dealing with an AI system.
- 6.4 Distributor or Reseller Duty. If you are a distributor or reseller, you will not sell to anyone who you know or believe will use your products or services in violation of these NVIDIA AI Ethics requirements or for an improper purpose.
- 6.5 Prohibited Uses. NVIDIA expressly prohibits the use of NVIDIA AI products or services (a) for surveillance in unauthorized private places, (b) for real-time remote biometric identification systems in publicly accessible areas, (c) for collecting or processing biometric information without the consent of the subject, (d) to conduct activities that infringe on or violate the rights of others, (e) to violate any applicable law or regulation including, but not limited to, the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), Health Insurance Portability and Accountability Act (HIPAA), and China's rules and regulations applicable to generative artificial intelligence services and deep

synthesis services, (f) to engage in, promote, incite or facilitate the unanticipated or unwelcome harassment, abuse, threatening or bullying of individuals or groups of individuals or intentionally mislead or deceive others, (g) to engage in the unauthorized or unlicensed practice of any profession, (h) to engage in, promote, incite, facilitate or assist in the planning or development of activities or provide products or services that present a risk of death or bodily harm to individuals.

7. Ownership. The NVIDIA MONAI Service (excluding User Content and Generated Content subject to NVIDIA's ownership of any underlying model or background intellectual property rights), including related intellectual property rights, is and will remain the sole and exclusive property of NVIDIA or its licensors. Except as expressly granted, NVIDIA and its licensors reserve all rights.

8. Feedback. You may, but are not obligated to, provide comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to NVIDIA or its affiliates regarding or in connection with your use of the NVIDIA Service ("Feedback"), including responses to surveys. Feedback, even if designated as confidential by you, will not create any confidentiality obligation for NVIDIA or its affiliates. If you provide Feedback, you hereby grant NVIDIA, its affiliates and its designees a non-exclusive, perpetual, irrevocable, sublicensable, worldwide, royalty-free, fully paid-up, and transferable license, under your intellectual property rights, to publicly perform, publicly display, reproduce, use, make, have made, sell, offer for sale, distribute (through multiple tiers of distribution), import, create derivative works of, and otherwise commercialize and exploit the Feedback for any purpose at NVIDIA's discretion. You agree that you will not give Feedback (i) that you have reason to believe is subject to any restriction that impairs the exercise of the grant stated in this section, such as third-party intellectual property rights; or (ii) subject to license terms which seek to require any product incorporating or developed using such Feedback, or other intellectual property of NVIDIA or its affiliates, to be licensed to or otherwise shared with any third party. You represent and warrant that you have sufficient rights in any Feedback that you provide to grant the rights described above.

9. Updates. NVIDIA may at any time change, discontinue, or deprecate any part, or all, of the NVIDIA MONAI Service, or change or remove features or functionality of the NVIDIA MONAI Service, and your continued use of the NVIDIA MONAI Service is deemed acceptance of such changes. Additionally, the NVIDIA MONAI Service may be temporarily unavailable, inaccessible, or slow when NVIDIA is performing maintenance or upgrades or at other times including for reasons not within NVIDIA's reasonable control.

10. Components Governed by Other Licenses. The NVIDIA MONAI Service may come bundled with, or otherwise include or be distributed with, components with separate legal notices or terms as may be described in proprietary notices accompanying the NVIDIA MONAI Service software or as described in documentation. The components are subject to the applicable OSS Licenses or other license terms, including any proprietary notices, disclaimers, requirements, and extended use rights; except that this Agreement will prevail regarding the use of third-party open source software, unless a third-party OSS License requires its license terms to prevail. Without limiting the foregoing, you are responsible for your compliance with third-party AI model licenses. "OSS License" means any software, data or documentation subject to any license identified as an open source license by the Open Source Initiative (<http://opensource.org>), Free Software Foundation (<http://www.fsf.org>) or other similar open source organization or listed by the Software Package Data Exchange (SPDX) Workgroup under the Linux Foundation (<http://www.spdx.org>).

11. Indemnity. By using the NVIDIA MONAI Service, you agree to defend, indemnify, and hold harmless NVIDIA and its affiliates and their respective officers, directors, employees, and agents from and against any claims, disputes, demands, liabilities, damages, losses, costs and expenses arising out of or in any

way connected with: (a) your use of the NVIDIA MONAI Service or Generated Content in breach of this Agreement, or (b) your User Content.

12. Termination.

12.1 If you want to terminate this Agreement, you may do so by stopping your use of the NVIDIA MONAI Service.

12.2 Your right to use the NVIDIA MONAI Service terminates automatically without notice from NVIDIA (a) if you fail to comply with this Agreement, (b) if you engage in illegal or improper use of the NVIDIA MONAI Service or User Content, or (c) if you commence or participate in any legal proceeding against NVIDIA with respect to the NVIDIA MONAI Service. Additionally, NVIDIA may at any time terminate the availability or your use of the NVIDIA MONAI Service.

12.3 After termination NVIDIA has no obligation to retain, and may delete, Generated Content at any time. All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

13. No Warranties. THE NVIDIA MONAI SERVICE IS PROVIDED BY NVIDIA "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND COURSE OF DEALING.

14. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR (I) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR (II) DAMAGES FOR THE (A) COST OF PROCURING SUBSTITUTE GOODS, OR (B) LOST PROFITS, REVENUE, USE, DATA OR GOODWILL ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR THE PERFORMANCE OF THE NVIDIA MONAI SERVICE WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE. IN NO EVENT WILL NVIDIA'S TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED US\$10.00. THE NATURE OF THE LIABILITY OR THE NUMBER OF CLAIMS OR SUITS WILL NOT ENLARGE OR EXTEND THIS LIMIT.

THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND, ABSENT ANY OF THESE EXCLUSIONS OR LIMITATIONS OF LIABILITY, THE PROVISIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ECONOMIC TERMS, WOULD BE SUBSTANTIALLY DIFFERENT.

15. Governing Law, Jurisdiction. This Agreement will be governed in all respects by the laws of the United States and the laws of the State of Delaware, without regard to conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts residing in Santa Clara County, California will have exclusive jurisdiction over any dispute or claim arising out of or related to this Agreement and conditions, and the parties irrevocably consent to personal jurisdiction and venue in those courts; except that, either party may apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

16. General.

- 16.1 NVIDIA may assign, delegate, or transfer its rights or obligations under this Agreement by any means or operation of law. You agree that you will not transfer or assign this Agreement or your rights and obligations by any means or operation of law without NVIDIA's permission. Any attempted assignment not approved by NVIDIA in a signed writing will be void and of no effect.
- 16.2 NVIDIA may subcontract obligations under this Agreement but will remain liable to you for any subcontracted obligations.
- 16.3 If NVIDIA needs to contact you about the NVIDIA MONAI Service, User Content or Generated Content, you consent to receive the notices by email or through the NVIDIA MONAI Service and agree that electronic notice will satisfy any legal communication requirements. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department, with an emailed copy to legalnotices@nvidia.com.
- 16.4 If you are a copyright owner or an agent thereof and believe that any User Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by mailing your notice to the attention of the NVIDIA Copyright Agent, NVIDIA Corporation Legal Department, with an address at 2788 San Tomas Expressway, Santa Clara CA 95051 USA in accordance with 17 U.S.C 512(c)(3). Additional information about NVIDIA's copyright notice and procedures are located at http://www.nvidia.com/object/copyright_claims.html. You acknowledge that if you fail to comply with all of the DMCA requirements, your DMCA notice may not be valid.
- 16.5 You agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, including U.S. Export Administration Regulations and Office of Foreign Assets Control regulations. You confirm that you will not export or re-export any products or technology, directly or indirectly, without first obtaining any required license or other approval from appropriate authorities, (i) to any countries that are subject to any U.S. or local export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Syria, the Region of Crimea, Donetsk People's Republic Region and Luhansk People's Republic Region); (ii) to any end user who it knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, missiles, rocket systems, unmanned air vehicles, or any weapons of mass destruction; (iii) to any end-user who has been prohibited from participating in the U.S. or local export transactions by any governing authority; or (iv) to any known military or military-intelligence end-user or for any known military or military-intelligence end-use in accordance with U.S. trade compliance laws and regulations. Use of the NVIDIA MONAI Service under this Agreement must be consistent with NVIDIA's [HumanRightsPolicy.pdf](#) (nvidia.com).
- 16.6 Regarding the subject matter of this Agreement, the parties agree that (i) this Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior and contemporaneous communications and (ii) any additional or different terms or conditions, whether contained in purchase orders, order acknowledgments, invoices or otherwise, will not be binding and are null and void.
- 16.7 If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.
- 16.8 NVIDIA may make changes to these terms from time to time. NVIDIA will publish the new terms at the NVIDIA MONAI Service website. The updated terms will be effective when published.

Please review the NVIDIA TAO Service terms of use on a regular basis. You understand and agree that your express acceptance of the updated terms of use or your use of the NVIDIA TAO Service after the date of publication will constitute your agreement to the update NVIDIA TAO Service terms of use. If you do not agree with the updated terms, you must terminate your use of the NVIDIA TAO Service.

(v. October 11, 2023)