

NVIDIA DEEPSTREAM LICENSE

This license is a legal agreement between you and NVIDIA Corporation ("NVIDIA") and governs the use of the NVIDIA DeepStream software and materials, as available from time to time, which may include software, models, helm charts and other content (collectively referred to as "DeepStream Deliverables"). The DeepStream Deliverables may be delivered by NVIDIA in a container (each, a "CONTAINER") or other form.

This license can be accepted only by an adult of legal age of majority in the country in which the DeepStream Deliverables are used. If you are under the legal age of majority, you must ask your parent or legal guardian to consent to this license. If you are entering this license on behalf of a company or other legal entity, you represent that you have legal authority and "you" will mean the entity you represent.

By using the DeepStream Deliverables, you affirm that you have reached the legal age of majority, you accept the terms of this license, and you take legal and financial responsibility for the actions of your permitted users.

You agree to use the DeepStream Deliverables only for purposes that are permitted by (a) this license, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

1. LICENSE. Subject to the terms of this license, NVIDIA hereby grants you a non-exclusive, non-transferable license, without the right to sublicense (except as expressly provided in this license) to:

- a. Install and use copies of the DeepStream Deliverables licensed to you whether delivered in a CONTAINER or other form, and modify and create derivative works of samples or example source code delivered in the DeepStream Deliverables (if applicable), to develop and test services and applications,
- b. Deploy the DeepStream Deliverables delivered in a CONTAINER on infrastructure you own or lease to offer a service to third parties, without distributing the DeepStream Deliverables,
- c. Develop and extend the DeepStream Deliverables delivered in a CONTAINER to create a Compatible (as defined below) derived CONTAINER that includes the entire CONTAINER plus other software with primary functionality, to develop and compile applications, and distribute such derived CONTAINER to run applications, subject to the distribution requirements indicated in this license. As used in this section, "Compatible" means that extensions to the CONTAINER must not adversely affect the functionality of the other components in the CONTAINER, and
- d. Use DeepStream Deliverables delivered in a form other than a CONTAINER: as described in subsection (a) above, or with DeepStream Deliverables delivered in a CONTAINER as described in subsections (b) and (c) above, or to develop other applications and you may distribute the applications including such DeepStream Deliverables subject to the distribution requirements indicated in this license.

2. DISTRIBUTION REQUIREMENTS. For purposes of this Section 2, the term "distribution" also means the deployment of DeepStream Deliverables in a service or an application for third parties to access over the internet. These are the distribution requirements for you to exercise the grants above:

- a. A service or an application must have material additional functionality, beyond the included portions of the DeepStream Deliverables.
- b. The following notice shall be included in modifications and derivative works of source code distributed: "This software contains source code provided by NVIDIA Corporation."
- c. You agree to distribute the DeepStream Deliverables subject to the terms at least as protective as the terms of this license, including (without limitation) terms relating to the license grant, license restrictions and protection of NVIDIA's intellectual property rights. Additionally, you agree that you will protect the privacy, security and legal rights of your application users.
- d. You agree to notify NVIDIA in writing of any known or suspected distribution or use of the DeepStream Deliverables not in compliance with the requirements of this license, and to enforce the terms of your agreements with respect to the distributed DeepStream Deliverables.

3. AUTHORIZED USERS. You may allow employees and contractors of your entity or of your subsidiary(ies) to access and use the DeepStream Deliverables from your secure network to perform work on your behalf. If you are an academic institution you may allow users enrolled or employed by the academic institution to access and use the DeepStream Deliverables from

your secure network. You are responsible for the compliance with the terms of this license by your authorized users.

4. LIMITATIONS. Your license to use the DeepStream Deliverables is restricted as follows:

- a. The DeepStream Deliverables are licensed for you to develop services and applications only for their use in systems with NVIDIA GPUs.
- b. You may not reverse engineer, decompile or disassemble, or remove copyright or other proprietary notices from any portion of the DeepStream Deliverables or copies of the DeepStream Deliverables.
- c. Except as expressly provided in this license, you may not copy, sell, rent, sublicense, transfer, distribute, modify, or create derivative works of any portion of the DeepStream Deliverables. For clarity, you may not distribute or sublicense the DeepStream Deliverables as a stand-alone product.
- d. Unless you have an agreement with NVIDIA for this purpose, you may not indicate that a service or an application created with the DeepStream Deliverables is sponsored or endorsed by NVIDIA.
- e. You may not bypass, disable, or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in the DeepStream Deliverables.
- f. You may not replace any NVIDIA software components in the DeepStream Deliverables that are governed by this license with other software that implements NVIDIA APIs.
- g. You are not permitted to disclose the results of any benchmarking or other competitive analysis relating to the DeepStream Deliverables without the prior written permission from NVIDIA.
- h. You may not use the DeepStream Deliverables in any manner that would cause it to become subject to an open source software license. As examples, licenses that require as a condition of use, modification, and/or distribution that the DeepStream Deliverables be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.
- h. Unless you have an agreement with NVIDIA for this purpose, you may not use the CONTAINER with any system or application where the use or failure of the system or application can reasonably be expected to threaten or result in personal injury, death, or catastrophic loss. Examples include use in avionics, navigation, military, medical, life support or other life critical applications. NVIDIA does not design, test or manufacture the CONTAINER for these critical uses and NVIDIA shall not be liable to you or any third party, in whole or in part, for any claims or damages arising from such uses.
- i. You agree to defend, indemnify and hold harmless NVIDIA and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, fines, restitutions and expenses (including but not limited to attorney's fees and costs incident to establishing the right of indemnification) arising out of or related to your use or distribution of the DeepStream.

5. UPDATES. NVIDIA may, at its option, make available patches, workarounds or other updates to the DeepStream Deliverables. Unless the updates are provided with their separate governing terms, they are deemed part of the DeepStream Deliverables licensed to you as provided in this license. You agree that the form and content of the DeepStream Deliverables that NVIDIA provides may change without prior notice to you. While NVIDIA generally maintains compatibility between versions, NVIDIA may in some cases make changes that introduce incompatibilities in future versions of the DeepStream Deliverables.

6. SAMPLES. With respect to source code samples licensed to you, NVIDIA and its affiliates are free to continue independently developing source code samples and you covenant not to sue NVIDIA, its affiliates or their licensees with respect to later versions of NVIDIA released source code samples.

7. PRE-RELEASE VERSIONS. DeepStream Deliverables versions identified as alpha, beta, preview, early access or otherwise as pre-release 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 software and materials. You may use pre-release DeepStream Deliverables versions 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 DeepStream Deliverables. NVIDIA may also choose to abandon development and terminate the availability of pre-release DeepStream Deliverables at any time without liability.

8. THIRD-PARTY COMPONENTS. The DeepStream Deliverables may include third-party components with separate legal notices or terms as may be described in proprietary notices accompanying the DeepStream Deliverables. If and to the extent

there is a conflict between the terms in this license and the third-party license terms, the third-party terms control only to the extent necessary to resolve the conflict.

You acknowledge and agree that it is your sole responsibility to obtain any additional third-party licenses required to make, have made, use, have used, sell, import, and offer for sale your products or services that include or incorporate any third-party software and content relating to audio and/or video encoders and decoders from, including but not limited to, Microsoft, Thomson, Fraunhofer IIS, Sisvel S.p.A., MPEG-LA, and Coding Technologies. NVIDIA does not grant to you under this license any necessary patent or other rights with respect to any audio and/or video encoders and decoders.

Subject to the other terms of this license, you may use the DeepStream Deliverables to develop and test applications released under Open Source Initiative (OSI) approved open source software licenses.

9. OWNERSHIP.

9.1 NVIDIA reserves all rights, title and interest in and to the DeepStream Deliverables not expressly granted to you under this license. NVIDIA and its suppliers hold all rights, title and interest in and to the DeepStream Deliverables, including their respective intellectual property rights. The DeepStream Deliverables are copyrighted and protected by the laws of the United States and other countries, and international treaty provisions.

9.2 Subject to the rights of NVIDIA and its suppliers in the DeepStream Deliverables, you hold all rights, title and interest in and to your services, applications and your derivative works of the sample source code delivered in the DeepStream Deliverables including their respective intellectual property rights.

10. FEEDBACK. You may, but are not obligated to, provide to NVIDIA suggestions, fixes, modifications, feature requests or other feedback regarding the DeepStream Deliverables ("Feedback"). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for NVIDIA. NVIDIA and its designees have a perpetual, non-exclusive, worldwide, irrevocable license to use, reproduce, publicly display, modify, create derivative works of, license, sublicense, and otherwise distribute and exploit Feedback as NVIDIA sees fit without payment and without obligation or restriction of any kind on account of intellectual property rights or otherwise.

11. NO WARRANTIES. THE DEEPSTREAM DELIVERABLES ARE PROVIDED AS-IS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NVIDIA AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NVIDIA DOES NOT WARRANT THAT THE DEEPSTREAM DELIVERABLES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

12. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NVIDIA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, PROJECT DELAYS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE OR THE USE OR PERFORMANCE OF THE DEEPSTREAM DELIVERABLES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF NVIDIA HAS PREVIOUSLY BEEN ADVISED OF, OR COULD REASONABLY HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NVIDIA'S AND ITS AFFILIATES TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS LICENSE EXCEED US\$10.00. THE NATURE OF THE LIABILITY OR THE NUMBER OF CLAIMS OR SUITS SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

13. TERMINATION. Your rights under this license will terminate automatically without notice from NVIDIA if you fail to comply with any term and condition of this license or if you commence or participate in any legal proceeding against NVIDIA with respect to the DeepStream Deliverables. NVIDIA may terminate this license with advance written notice to you, if NVIDIA decides to no longer provide the DeepStream Deliverables in a country or, in NVIDIA's sole discretion, the continued use of it is no longer commercially viable. Upon any termination of this license, you agree to promptly discontinue use of the

DeepStream Deliverables and destroy all copies in your possession or control. Your prior distributions in accordance with this license are not affected by the termination of this license. All provisions of this license will survive termination, except for the license granted to you.

14. APPLICABLE LAW. This license will be governed in all respects by the laws of the United States and of the State of Delaware, without regard to the conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. You agree to all terms of this license in the English language. The state or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of this license. Notwithstanding this, you agree that NVIDIA shall still be allowed to apply for injunctive remedies or urgent legal relief in any jurisdiction.

15. NO ASSIGNMENT. This license and your rights and obligations thereunder may not be assigned by you by any means or operation of law without NVIDIA's permission. Any attempted assignment not approved by NVIDIA in writing shall be void and of no effect. NVIDIA may assign, delegate or transfer this license and its rights and obligations, and if to a non-affiliate you will be notified.

16. EXPORT. The DeepStream Deliverables are subject to United States export laws and regulations. You agree to comply with all applicable U.S. and international export laws, including the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce and economic sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). These laws include restrictions on destinations, end-users and end-use. By accepting this license, you confirm that you are not currently residing in a country or region currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the DeepStream Deliverables.

17. GOVERNMENT USE. The DeepStream Deliverables are, and shall be treated as being, "Commercial Items" as that term is defined at 48 CFR § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", respectively, as such terms are used in, respectively, 48 CFR § 12.212 and 48 CFR §§ 227.7202 & 252.227-7014(a)(1). Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions in this license pursuant to 48 CFR § 12.212 or 48 CFR § 227.7202. In no event shall the US Government user acquire rights in the DeepStream Deliverables beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2).

18. NOTICES. 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.

19. ENTIRE AGREEMENT. This license is the final, complete and exclusive agreement between the parties relating to the subject matter of this license and supersedes all prior or contemporaneous understandings and agreements relating to this subject matter, whether oral or written. If any court of competent jurisdiction determines that any provision of this license is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Any amendment or waiver under this license shall be in writing and signed by representatives of both parties.

(v. January 28, 2021)