

## DEEP LEARNING MODELS LICENSE AGREEMENT

This license agreement, including exhibits attached ("Agreement") is a legal agreement between you and NVIDIA Corporation ("NVIDIA") and governs your use of NVIDIA Deep Learning Models ("SOFTWARE").

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

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the entity to this Agreement, in which case "you" will mean the entity you represent.

If you don't have the required age or authority to accept this Agreement, or if you don't accept all the terms and conditions of this Agreement, do not download, install or use the SOFTWARE.

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

### 1. License.

#### 1.1 Grant

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

- (i) Install and use the SOFTWARE, in accordance with documentation, and
- (ii) Distribute SOFTWARE as incorporated in object code format into a software application that meets the distribution requirements indicated in this Agreement.

The SOFTWARE identified as "unpruned" is only distributable after training using the NVIDIA Transfer Learning Toolkit, which is separately available.

The SOFTWARE is licensed for you to develop applications only for use in systems with NVIDIA GPUs.

#### 1.2 Distribution Requirements

These are the distribution requirements for you to exercise the distribution grant:

- (i) Your application must have material additional functionality, beyond the included portions of the SOFTWARE.
- (ii) The distributable portions of the SOFTWARE shall only be accessed by your application.
- (iii) The terms under which you distribute your application must be consistent with the terms of this Agreement, including (without limitation) terms relating to the license grant and 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.
- (iv) You agree to notify NVIDIA in writing of any known or suspected distribution or use of the SOFTWARE not in compliance with the requirements of this Agreement, and to enforce the terms of your agreements with respect to distributed SOFTWARE.

#### 1.3 Authorized Users

You may allow employees and contractors of your entity or of your subsidiary(ies) to access and use the SOFTWARE 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 SOFTWARE from your secure network.

You are responsible for the compliance with the terms of this Agreement by your authorized users. If you become aware that your authorized users didn't follow the terms of this Agreement, you agree to take reasonable steps to resolve the non-compliance and prevent new occurrences.

#### 1.4 Pre-Release SOFTWARE

The SOFTWARE versions identified as alpha, beta, preview or otherwise as pre-release, may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercial versions of NVIDIA software and materials. Use of a pre-release SOFTWARE may result in unexpected results, loss of data, project delays or other unpredictable damage or loss.

You may use a pre-release SOFTWARE at your own risk, understanding that pre-release SOFTWARE is not intended for use in production or business-critical systems.

NVIDIA may choose not to make available a commercial version of any pre-release SOFTWARE. NVIDIA may also choose to abandon development and terminate the availability of a pre-release SOFTWARE at any time without liability.

#### 1.5 Updates

NVIDIA may, at its option, make available patches, workarounds or other updates to this SOFTWARE. Unless the updates are provided with their separate governing terms, they are deemed part of the SOFTWARE licensed to you as provided in this Agreement.

You agree that the form and content of the SOFTWARE 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 SOFTWARE.

#### 1.6 Third Party Licenses

The SOFTWARE may come bundled with, or otherwise include or be distributed with, third party software licensed by a NVIDIA supplier and/or open source software provided under an open source license. Use of third-party software is subject to the third-party license terms, or in the absence of third-party terms, the terms of this Agreement. Copyright to third-party software is held by the copyright holders indicated in the third-party software or license.

#### 1.7 Reservation of Rights

NVIDIA reserves all rights, title and interest in and to the SOFTWARE not expressly granted to you under this Agreement.

## 2. **Limitations.**

The following license limitations apply to your use of the SOFTWARE:

2.1 You may not reverse engineer, decompile or disassemble, or remove copyright or other proprietary notices from any portion of the SOFTWARE or copies of the SOFTWARE.

2.2 Except as expressly provided in this Agreement, you may not sell, rent, sublicense, transfer or distribute the SOFTWARE. For clarity, you may not distribute or sublicense the SOFTWARE as a stand-alone product.

2.3 Unless you have an agreement with NVIDIA for this purpose, you may not indicate that an application created with the SOFTWARE is sponsored or endorsed by NVIDIA.

2.4 You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in the SOFTWARE.

2.5 You may not use the SOFTWARE 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 SOFTWARE be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

2.6 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 of the SOFTWARE.

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3.1 NVIDIA or its licensors hold all rights, title and interest in and to the SOFTWARE, including its respective intellectual property rights. This SOFTWARE may include software and materials from NVIDIA's licensors, and these licensors are intended third party beneficiaries that may enforce this Agreement with respect to their intellectual property rights.

3.2 You may, but don't have to, provide to NVIDIA suggestions, feature requests or other feedback regarding the SOFTWARE, including possible enhancements or modifications to the SOFTWARE. For any feedback that you voluntarily provide, you hereby grant NVIDIA and its affiliates a perpetual, non-exclusive, worldwide, irrevocable license to use, reproduce, modify, license, sublicense (through multiple tiers of sublicensees), and distribute (through multiple tiers of distributors) it without the payment of any royalties or fees to you. NVIDIA will use feedback at its choice.

### **4. No Warranties.**

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### **5. Limitations of Liability.**

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These exclusions and limitations of liability shall apply regardless if NVIDIA or its affiliates have been advised of the possibility of such damages, and regardless of whether a remedy fails its essential purpose. 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.

### **6. Termination.**

6.1 This Agreement will continue to apply until terminated by either you or NVIDIA as described below.

6.2 If you want to terminate this Agreement, you may do so by stopping to use the SOFTWARE.

6.3 NVIDIA may, at any time, terminate this Agreement if: (i) you fail to comply with any term of this Agreement and the non-compliance is not fixed within thirty (30) days following notice from NVIDIA (or immediately if you violate NVIDIA's intellectual property rights); (ii) you commence or participate in any legal proceeding against NVIDIA with respect to the SOFTWARE; or (iii) NVIDIA decides to no longer provide the SOFTWARE in a country or, in NVIDIA's sole discretion, the continued use of it is no longer commercially viable.

6.4 Upon any termination of this Agreement, you agree to promptly discontinue use of the SOFTWARE and destroy all copies in your possession or control. Your prior distributions in accordance with this Agreement are not affected by the termination of this Agreement. Upon written request, you will certify in writing that you have complied with your commitments under this section. Upon any termination of this Agreement all provisions survive except for the licenses granted to you.

## 7. General.

If you wish to assign this Agreement or your rights and obligations, including by merger, consolidation, dissolution or operation of law, contact NVIDIA to ask for permission. Any attempted assignment not approved by NVIDIA in writing shall be void and of no effect. NVIDIA may assign, delegate or transfer this Agreement and its rights and obligations, and if to a non-affiliate you will be notified.

You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement.

This Agreement will be governed in all respects by the laws of the United States and of the State of Delaware as those laws are applied to contracts entered into and performed entirely within Delaware by Delaware residents, 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 Agreement 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 Agreement. Notwithstanding this, you agree that NVIDIA shall still be allowed to apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law and the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative.

Each party acknowledges and agrees that the other is an independent contractor in the performance of this Agreement.

The SOFTWARE has been developed entirely at private expense and is "commercial items" consisting of "commercial computer software" and "commercial computer software documentation" provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions in this Agreement pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is NVIDIA, 2788 San Tomas Expressway, Santa Clara, CA 95051.

The SOFTWARE is subject to United States export laws and regulations. You agree that you 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 Industry and Security or economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), or any applicable export laws, restrictions or regulations. These laws include restrictions on destinations, end users and end use. By accepting this Agreement, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the SOFTWARE.

Any notice delivered by NVIDIA to you under this Agreement will be delivered via mail, email or fax. You agree that any notices that NVIDIA sends you electronically 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.

This Agreement and any exhibits incorporated into this Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all prior negotiations or documentation exchanged between the parties relating to this SOFTWARE license. Any additional and/or conflicting terms on documents issued by you are null, void, and invalid. Any amendment or waiver under this Agreement shall be in writing and signed by representatives of both parties.

(v. April 23, 2020)