

## NVIDIA Software Evaluation License Agreement

IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE USING THE SOFTWARE.

This software evaluation license agreement (“Agreement”) is a legal agreement between you, whether an individual or entity (“you”) and NVIDIA Corporation (“NVIDIA”) and governs the use of the NVIDIA BioNeMo Framework software and materials provided under this Agreement (“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 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 use the Software.

You agree to use the Software only for purposes that are permitted by this Agreement and any applicable law or regulation in the relevant jurisdictions.

**1. License Grant.** Subject to the terms of this Agreement, NVIDIA grants you a non-exclusive, revocable, non-transferable, non-sublicensable (except as expressly granted in this Agreement), license to: (a) install, use, and configure (if applicable) the Software, and (b) create derivative works of Models provided (“Derivative Works”), all the foregoing only for test and evaluation purposes in systems with NVIDIA GPUs, without use in production. For the purpose of this Agreement, “Model” means machine-learning based assemblies (including checkpoints), consisting of learnt weights, parameters (including optimizer states) that may be trained or tuned, in whole or in part, on data.

**2. Limitations.** Your license to use the Software and Derivative Works is restricted as follows:

2.1 The Software and Derivative Works may not be used in any commercial-ready products or services.

2.2 You may not reverse engineer, decompile or disassemble the Software components provided in binary form, nor attempt in any other manner to obtain source code of such Software.

2.3 You may not change or remove copyright or other proprietary notices in the Software.

2.4 Except as expressly granted in this Agreement, you may not copy, sell, rent, sublicense, transfer, distribute, modify or create derivative works of the Software, or make its functionality available to others.

2.5 You may not bypass, disable or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in the Software.

2.6 You may not replace any NVIDIA software components that are governed by this Agreement with other software that implements NVIDIA APIs.

2.7 You may not use the Software or Derivative Works for the purpose of developing competing products or technologies or assist a third party in such activities.

2.8 You may not use the Software in any manner that would cause it to become subject to an open source software license; subject to the terms in the “Components Under Other Licenses” section below.

2.9 You may not use the Software provided under this Agreement or Derivative Works in a system or application where the use or failure of such system or application developed or deployed with Software could result in injury, death or catastrophic damage (each, a “Mission Critical Application”). Examples of Mission Critical Applications include use in avionics, navigation, autonomous vehicle applications, AI solutions for automotive products, military, medical, life support or other mission-critical or life-critical applications. NVIDIA will not be liable to you or any third party, in whole or in part, for any claims or damages arising from these uses. You are solely responsible for ensuring that systems and applications developed with the Software include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements.

2.10 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 use of the Software or Derivative Works outside of the scope of this Agreement or not in compliance with its terms.

2.11 You may not reverse engineer, decompile or disassemble any portion of the output generated using the NVIDIA proprietary software for the purpose of translating such output artifacts to target a non-NVIDIA platform.

**3. 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:

3.1 **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.

3.2 **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.

3.3 **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.

3.4 **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) for the purpose of exploiting, sexualizing, harming or attempting to exploit or harm minors in any way, or is intending to facilitate inappropriate interactions with minors, (f) 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, (g) 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, (h) to engage in the unauthorized or unlicensed practice of any profession, (i) 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.

**4. 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 the work authorized by this Agreement 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 as authorized by this Agreement from your secure network. You are responsible for the compliance with the terms of 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.

**5. Pre-Release Versions.** Software versions or specific features 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 offerings. You may use pre-release Software at your own risk, understanding that such 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 Software. NVIDIA may also choose to abandon development and terminate the availability of pre-release Software at any time without liability.

**6. Updates.** NVIDIA may, at its option, make available patches, workarounds or other updates to the 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.

**7. Components Under Other Licenses.** The Software may include or be distributed with components provided with separate legal notices or terms that accompany the components, such as open source software licenses and

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**8. Term and Termination.** This license has a duration of six (6) months starting from the date of first download (even if updates are provided later), unless earlier terminated. This Agreement will automatically terminate without notice from NVIDIA if you fail to comply with any of the terms in this Agreement or if you commence or participate in any legal proceeding against NVIDIA with respect to the Software. You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement. Upon any termination, you must stop using and destroy all copies of the Software and Derivative Works. Upon written request, you will certify in writing that you have complied with your commitments under this section. All provisions will survive termination, except for the licenses granted to you.

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**11. Disclaimer of Warranties.** THE SOFTWARE IS PROVIDED BY NVIDIA AS-IS 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. WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT ANY CERTAIN CONTENT WILL BE AVAILABLE; OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO INFORMATION OR ADVICE GIVEN BY NVIDIA WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY PROVIDED IN THIS AGREEMENT. NVIDIA does not warrant or assume responsibility for the accuracy or completeness of any third-party information, text, graphics or links contained in the Software.

**12. Limitations of Liability.**

**12.1 DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY (I) INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (II) DAMAGES FOR THE (A) COST OF PROCURING SUBSTITUTE GOODS OR (B) LOSS OF PROFITS, REVENUES, USE, DATA OR GOODWILL ARISING OUT OF OR RELATED TO THIS AGREEMENT, 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.

12.2 DAMAGES CAP. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA'S TOTAL CUMULATIVE AGGREGATE LIABILITY FOR ANY AND ALL LIABILITIES, OBLIGATIONS OR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED FIVE U.S. DOLLARS (US\$5).

**13. Governing Law and 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 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.

**14. General.**

14.1 No Assignment. NVIDIA may assign, delegate or transfer its rights or obligations under this Agreement by any means or operation of law. You may not, without NVIDIA's prior written consent, assign, delegate or transfer any of your rights or obligations under this Agreement by any means or operation of law, and any attempt to do so is null and void.

14.2 No Waiver. No waiver of any term of the Agreement will be deemed a further or continuing waiver of such term or any other term, and NVIDIA's failure to assert any right or provision under the Agreement will not constitute a waiver of such right or provision.

14.3 Trade and Compliance. 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 reexport 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 you know or have 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 Software under this Agreement must be consistent with NVIDIA's [HumanRightsPolicy.pdf \(nvidia.com\)](#).

14.4 Government Rights. The Software, documentation and technology ("Protected Items") are "Commercial products" as this term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in, respectively, 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 & 252.227-7014(a)(1). Before any Protected Items are supplied to the U.S. Government, you will (i) inform the U.S. Government in writing that the Protected Items are and must be treated as commercial computer software and commercial computer software documentation developed at private expense; (ii) inform the U.S. Government that the Protected Items are provided subject to the terms of the Agreement; and (iii) mark the Protected Items as commercial computer software and commercial computer software documentation developed at private expense. In no event will you permit the U.S. Government to acquire rights in Protected Items beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2) or 252.227-7013(c) except as expressly approved by NVIDIA in writing.

14.5 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, with a copy

emailed to [legalnotices@nvidia.com](mailto:legalnotices@nvidia.com). If NVIDIA needs to contact you about the Software, you consent to receive the notices by email and agree that such notices will satisfy any legal communication requirements.

14.6 Force Majeure. Neither party will be liable during any period where an event or circumstance prevents or delays that party from performing its obligations under this Agreement and that event or circumstance: (i) is not within the reasonable control of that party and is not the result of that party's negligence, and (ii) cannot be overcome or avoided by that party using reasonably diligent efforts.

14.7 Severability and Amendment. If a court of competent jurisdiction rules that a provision of this Agreement is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable and the remainder of this Agreement will continue in full force and effect. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

14.8 Independent Contractors. The parties are independent contractors, and this Agreement does not create a joint venture, partnership, agency or other form of business association between the parties. Neither party will have the power to bind the other party or incur any obligation on its behalf without the other party's prior written consent.

14.9 Construction. The headings in the Agreement are included solely for convenience and are not intended to affect the meaning or interpretation of the Agreement. As required by the context of the Agreement, the singular of a term includes the plural and vice versa.

14.10 Entire Agreement. 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.

(v. November 14, 2023)