

NVIDIA Model Evaluation Agreement

IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE USING THE NVIDIA LICENSED MATERIALS

This Evaluation Agreement (“Agreement”) is a legal agreement by and between NVIDIA Corporation, a Delaware corporation, on behalf of itself and its affiliates (“NVIDIA”) and you, whether an individual or entity (“you” or “your”). NVIDIA and you are each a “party” and collectively the “parties.” This Agreement governs the use of certain NVIDIA artificial intelligence models, including software, checkpoints, learnt weights, algorithms, parameters, configuration files, datasets and documentation, if and when available (collectively, the “Licensed Materials”) that NVIDIA delivers to you under this Agreement.

This Agreement can be accepted only by an adult of legal age of majority in the country in which the Licensed Materials are 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 Licensed Materials.

1 Licenses.

- 1.1 License Grant to You. The Licensed Materials made available by NVIDIA to you are licensed, not sold. Subject to the terms of this Agreement, NVIDIA grants you a non-exclusive, revocable, non-transferable and non-sublicensable (except as expressly provided in this Agreement) license to: (i) install and use copies of the Licensed Materials; and (ii) modify and create Derivative Models of the Licensed Materials; both (i) and (ii) for the sole purpose of internal test and evaluation in systems with NVIDIA GPUs and without use in production (“Purpose”).
- 1.2 License Grant to NVIDIA. If you create Derivative Models, you grant NVIDIA 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, distribute (through multiple tiers of distribution), import, create derivative works of and otherwise commercialize and exploit at NVIDIA’s discretion any modifications and Derivative Models created by or for you, excluding any Derivative Model weights or parameters. You may, but are not required, to deliver Derivative Models to NVIDIA.
- 1.3 Derivative Models. “Derivative Models” mean all derivative works, adaptations, extensions or enhancements to the Licensed Materials, works based on the Licensed Materials, or any other model that is created or initialized by transfer of patterns of the weights, parameters, activations or output of the Licensed Materials to another model, to cause the other model to perform similarly to the Licensed Materials, including distillation methods entailing the use of intermediate data representations or methods based on the generation of synthetic data by the Licensed Materials for training the other model. If you create a Derivative Model or modify any files in the Licensed Materials, those modifications must carry prominent notices stating that you changed the files such that modifications are not misrepresented as the original Licensed Materials. Except as necessary to give attribution to works as described in this section, you are not granted any trademark license under this Agreement.

2 License Restrictions. You may not:

- 2.1 Use the Licensed Materials for any purpose other than as described in Section 1 above.
 - 2.2 Sell, rent, sublicense, transfer or distribute or make available to others (beyond Authorized Users) any portion of the Licensed Materials or Derivative Models.
 - 2.3 Reverse engineer, decompile or disassemble any portion of the Licensed Materials.
 - 2.4 Modify or create derivative works of the Licensed Materials, except as expressly granted in Section 1 above.
 - 2.5 Use Licensed Materials to create or distribute to others any defamatory, obscene, pornographic, vulgar, offensive or violent content.
 - 2.6 Use an output or artifact of the Licensed Materials or Licensed Material Derivatives to improve or develop any other artificial intelligence model (excluding the Licensed Materials).
 - 2.7 Change or remove copyright or other proprietary notices in the Licensed Materials.
 - 2.8 Use the Licensed Materials in any manner that would cause them to become subject to an open source software license; subject to the terms in the “Components Under Other Licenses” section below.
- 3 Authorized Users. You may allow your employees or employees of your subsidiary(ies), and for educational institutions including enrolled students, to access and use the Licensed Materials from your secure network to perform the work authorized by this Agreement on your behalf. 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.

- 4 Pre-Release. The Licensed Materials may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility and reliability standards relative to commercial offerings. You use the Licensed Materials at your own risk, understanding Licensed Materials are not intended for use and should not be used in production or business-critical systems. NVIDIA may choose not to make available a commercial version of Licensed Materials. NVIDIA may also choose to abandon development and terminate the availability of Licensed Materials at any time without liability.
- 5 Your Privacy: Collection and Use of Information.
 - 5.1 Privacy Policy. Please review the NVIDIA Privacy Policy, located at <https://www.nvidia.com/en-us/about-nvidia/privacy-policy>, which explains NVIDIA's policy for collecting and using data, as well as visit the NVIDIA Privacy Center, located at <https://www.nvidia.com/en-us/privacy-center>, to manage your consent and privacy preferences.
 - 5.2 Collection Purposes. You hereby acknowledge that access to tools, applications, or services provided by NVIDIA as reasonably needed under this Agreement and amendments to this Agreement, may collect certain personal information, such as your name and email address or those of your employees, and other information necessary to authenticate and enable you or your employees' access to such tools, applications, or services. Where appropriate you will disclose to, and obtain any necessary consent from, your employees to allow NVIDIA to provide such access.
 - 5.3 Third Party Privacy Practices. The Licensed Materials may contain links to third party websites and services. NVIDIA encourages you to review the privacy statements on those sites and services that you choose to visit to understand how they may collect, use and share your data. NVIDIA is not responsible for the privacy statements or practices of third party sites or services.
- 6 Confidentiality; No Publicity. You may use 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. You may not issue any public statements about this Agreement, disclose the Licensed Materials or Derivative Models, or any information or results related to your use of the Licensed Materials, without prior written approval of NVIDIA.
- 7 Updates. NVIDIA may, at its option, make available patches, workarounds or other updates to the Licensed Materials. Unless the updates are provided with their separate governing terms, they are deemed part of the Licensed Materials licensed to you as provided in this Agreement.
- 8 Components Under Other Licenses. The Licensed Materials 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 other license terms ("Other Licenses"). The components are subject to the applicable Other Licenses, 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 open source software license requires its license terms to prevail. Open source software 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>).
- 9 Term and Termination.
 - 9.1 Term. This Agreement has a duration of six (6) months starting from the date of the first download of the Licensed Materials (even if subsequent downloads of the same Licensed Materials occur and is accompanied by this Agreement), unless terminated earlier in accordance with this Agreement.
 - 9.2 Termination for Convenience. Either party may terminate this Agreement at any time with thirty (30) days' advance written notice to the other party.
 - 9.3 Termination for Cause. Either party may terminate this Agreement in whole or in part for cause if the other party (i) fails to cure a material breach of this Agreement within ten (10) days of the non-breaching party's written notice of the breach, or immediately upon written notice in the event of breach of confidentiality obligations; (ii) stops doing business in the ordinary course; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the party and not dismissed within sixty (60) days. Additionally, this Agreement will automatically terminate without notice from NVIDIA if you commence or participates in any legal proceeding against NVIDIA with respect to the Licensed Materials.

- 9.4 Effect of Termination. Upon any expiration or termination of this Agreement, you will (i) return, delete or destroy NVIDIA confidential information and Licensed Materials received under this Agreement, and (ii) delete or destroy Derivative Models created under this Agreement, unless an authorized NVIDIA representative provides prior written approval that you may keep a copy of the Derivative Models solely for archival purposes. Upon NVIDIA's written request, you will confirm in writing your compliance with this requirement.
- 9.5 Survival. Section 1.2 and Sections 6 through Section 16 of this Agreement will survive any expiration or termination of this Agreement.
- 10 Ownership.
- 10.1 NVIDIA Ownership. The Licensed Materials including all intellectual property rights, are and will remain the sole and exclusive property of NVIDIA or its licensors. Except as expressly granted in this Agreement, (i) NVIDIA reserves all rights, interests and remedies in connection with the Licensed Materials, and (ii) no other license or right is granted to you by implication, estoppel or otherwise. You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement.
- 10.2 Your Ownership. Subject to the rights of NVIDIA and its suppliers in the Licensed Materials, which continue to be licensed as described in this Agreement even when incorporated in Derivative Models, and to the extent permitted by applicable law, as between you and NVIDIA, you hold all rights, title and interest in and to: (i) Derivative Models that you develop as permitted in this Agreement including their respective intellectual property rights, and (ii) outputs of the Licensed Materials or Derivative Models.
- 10.3 Model Outputs. Due to the nature of machine learning, your output may not be unique, could be generated by other licensees using the Licensed Materials or derivatives thereof, and outputs created by other NVIDIA licensees are not yours.
- 11 Feedback. You may, but are not obligated to, provide suggestions, requests, fixes, modifications, enhancements, or other feedback regarding or in connection with Licensed Materials ("Feedback"). 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 at NVIDIA's discretion.
- 12 Disclaimer of Warranties. THE LICENSED MATERIALS ARE 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. NVIDIA DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY THIRD-PARTY INFORMATION, TEXT, GRAPHICS, LINKS CONTAINED IN THE LICENSED MATERIALS. WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE LICENSED MATERIALS WILL MEET YOUR REQUIREMENTS, ANY DEFECTS OR ERRORS WILL BE CORRECTED, ANY CERTAIN CONTENT WILL BE AVAILABLE, OR THAT THE LICENSED MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE LICENSED MATERIALS OR DERIVATIVE MODELS, OUTPUTS OR RESULTS AND ASSUME ANY RISKS ASSOCIATED WITH YOUR USE OF THE LICENSED MATERIALS, OUTPUTS OR RESULTS.
- 13 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS (INCLUDING BREACH OF THE LICENSE RIGHTS IN THIS AGREEMENT), 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 (A) THE 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 YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF YOUR REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
- ADDITIONALLY, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS (INCLUDING BREACH OF THE LICENSE RIGHTS IN THIS AGREEMENT), 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 ONE HUNDRED U.S. DOLLARS (US\$100).
- 14 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.

- 15 AI Ethics. 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:
- 15.1 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.
 - 15.2 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.
 - 15.3 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.
 - 15.4 Prohibited Uses. NVIDIA expressly prohibits the use of Licensed Materials (i) for surveillance in unauthorized private places, (ii) for real-time remote biometric identification systems in publicly accessible areas, (iii) for collecting or processing biometric information without the consent of the subject, (iv) to conduct activities that infringe on or violate the rights of others, (v) that violate any applicable law or regulation such as 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, (vi) to engage in, promote, incite or facilitate the unanticipated or unwelcome harassment, abuse, threatening or bullying of individuals or groups of individuals or intentionally misleading or deceiving others, (vii) to engage in the unauthorized or unlicensed practice of any profession, or (viii) 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.
- 16 General.
- 16.1 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 its rights or obligations under this Agreement by any means or operation of law, and any attempt to do so is null and void.
 - 16.2 Indemnity. By using the Licensed Materials 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 your use of the Licensed Materials in breach of the terms of this Agreement.
 - 16.3 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. Nothing in this Agreement prevents either party from participating in similar arrangements with third parties.
 - 16.4 Trade Compliance. You agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, as amended, including without limitation U.S. Export Administration Regulations and Office of Foreign Assets Control regulations. Any violation of such laws by you will void any warranty for the associated products and technologies. You confirm (a) your understanding that export or reexport of certain NVIDIA products or technologies may require a license or other approval from appropriate authorities and (b) 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, Belarus, Cuba, Iran, North Korea, Russia, 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 capable of a maximum range of at least 300 kilometers, regardless of payload, or intended for military end-use, 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.

- 16.5 Notices. Please direct your legal notices or other correspondence to legalnotices@nvidia.com with a copy mailed to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department. If NVIDIA needs to contact you, you consent to receive the notices by email and that such notices will satisfy any legal communication requirements.
- 16.6 No Waiver. No failure or delay by a party to enforce any Agreement term or obligation will operate as a waiver by that party, or prevent the enforcement of such term or obligation later.
- 16.7 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 on the receiving party and are null and void. This Agreement may only be modified in a writing signed by an authorized representative of each party. 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.