

NVIDIA Software License Agreement

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

This 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 software development tool and materials for NVIDIA DeepStream 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:

1.1 install and use copies of the Software, and

1.2 modify and create derivative works of sample or example Software provided by NVIDIA in source code format.

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

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 the 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 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.

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

2.8 You may not indicate that a product or service developed with the Software is sponsored or endorsed by NVIDIA.

2.9 You may not replace any NVIDIA software components in the Software that are governed by this Agreement with other software that implements NVIDIA APIs.

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

2.11 You may not distribute or disclose to third parties results of benchmarking, competitive analysis, or regression or performance data relating to the Software or NVIDIA GPUs if comparing directly with non-NVIDIA platforms unless you have prior written permission from NVIDIA.

2.12 You acknowledge that the Software provided under this Agreement is not designed or tested by NVIDIA for use in any system or application where the use or failure of such system or application developed or deployed

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2.13 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 (i) products or services that have been developed or deployed with or use the Software, or claims that they violate laws, or infringe, violate, or misappropriate any third party right; or (ii) a violation of the terms and conditions of this Agreement.

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 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.

4. **Pre-Release Versions.** Software versions or specific features identified as alpha, beta, developer 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.

5. **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.

6. **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 other license. 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>).

7. **Termination.** 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. Additionally, either party may terminate this Agreement at any time with prior written notice to the other party. 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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11.1 **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.

11.2 **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).

12. **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.

13. **General.**

13.1 **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.

13.2 **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.

13.3 **Trade and 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. 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 it 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. Use of the Software under this Agreement must be consistent with NVIDIA's [HumanRightsPolicy.pdf \(nvidia.com\)](#).

13.4 **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.

13.5 **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. 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.

13.6 **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.

13.7 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.

13.8 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.

13.9 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.

13.10 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. April 17, 2024)