

NVIDIA SOFTWARE AND MODEL EVALUATION LICENSE AGREEMENT

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This software and model 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 certain NVIDIA software, models and documentation that NVIDIA delivers to you under this Agreement (“Licensed Materials”). NVIDIA and you are each a “party” and collectively the “parties.”

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 do not 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. License Grants.

- 1.1 License Grant to You. The Licensed Materials are licensed, not sold. Subject to the terms of this Agreement, NVIDIA grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable (except as expressly granted in this Agreement), license to:

- (a) install and use copies of the Licensed Materials;
- (b) configure the software using configuration files provided (if applicable),
- (c) modify and create derivative works of any sample or example source code NVIDIA delivers to you as part of the software (if applicable) and create Derivative Models (collectively, “Derivatives”), and

All the foregoing (a) through (c) are only for internal test and evaluation purposes, without use in production and in systems with NVIDIA GPUs (“Purpose”).

- 1.2 License Grant to NVIDIA. Subject to the terms of this Agreement, you grant NVIDIA and its affiliates 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 at NVIDIA’s discretion any Derivatives created by or for you. You may, but are not required to, deliver Derivatives to NVIDIA.

- 1.3 Derivative Models. “Derivative Models” mean all derivative works, adaptations, extensions or enhancements to models licensed as part of the Licensed Materials, works based on such Licensed Materials, or any other model that is created or initialized by transfer of patterns of the weights, parameters, activations or output of such 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. Your license to use the Licensed Materials and Derivatives is restricted as stated in this Section 2 (“License Restrictions”). You will cooperate with NVIDIA and, upon NVIDIA’s written request, you will confirm in writing and provide reasonably requested information to verify your compliance with the terms of this Agreement. You may not:

- 2.1 Use the Licensed Materials, Derivatives or Derivative Models for any purpose other than as described in Section 1 above.
- 2.2 Sell, rent, sublicense, transfer, distribute or otherwise make available to others (except authorized users as stated in Section 3 (“Authorized Users”) any portion of the Licensed Materials, Derivatives or Derivative Models, except as expressly granted in Section 1.1 (“License Grant to You”);

- 2.3 Reverse engineer, decompile, or disassemble the Licensed Materials components provided in binary form, nor attempt in any other manner to obtain source code of such Licensed Materials;
 - 2.4 Modify or create derivative works of the Licensed Materials, except as expressly granted in Section 1.1 ("License Grant to You");
 - 2.5 Use an output or artifact of the Licensed Materials, Derivatives or Derivative Models to improve or develop any other artificial intelligence model (excluding the Licensed Materials and Derivative Models).
 - 2.6 Change or remove copyright or other proprietary notices in the Licensed Materials.
 - 2.7 Bypass, disable, or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in the Licensed Materials;
 - 2.8 Use the Licensed Materials, Derivatives or Derivative Models in any manner that would cause them to become subject to an open source software license, subject to the terms in Section 7 ("Components Under Other Licenses");
 - 2.9 Use the Licensed Materials, Derivatives or Derivative Models for the purpose of developing competing products or technologies or assist a third party in such activities;
 - 2.10 Replace any Licensed Materials components governed by this Agreement with other Licensed Materials that implements NVIDIA APIs;
 - 2.11 Use the Licensed Materials, Derivatives or Derivative Models in violation of any applicable law or regulation in relevant jurisdictions;
 - 2.12 Use the Licensed materials in or with any system or application where the use or failure of such system or application developed or deployed with Licensed Materials could result in injury, death or catastrophic damage ("Mission 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 uses in Mission Critical Applications; or
 - 2.13 Disclose any evaluation or test results regarding the Licensed Materials, Derivatives or Derivative Models without NVIDIA's prior written consent.
3. Authorized Users. You may allow employees and contractors of your entity or of your subsidiary(ies), and for educational institutions also enrolled students, to internally access and use the Licensed Materials as authorized by this Agreement 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. Licensed Materials versions identified as alpha, beta, preview, early access or otherwise as pre-release ("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 NVIDIA commercial offerings. You use Pre-Release Licensed Materials at your own risk. NVIDIA did not design or test the Licensed Materials for use in production or business critical systems. NVIDIA may choose not to make available a commercial version of Pre-Release Licensed Materials. NVIDIA may also choose to abandon development and terminate the availability of Pre-Release 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. NVIDIA may collect certain personal information, such as your name and email address or those of your authorized users, and other information necessary to authenticate and enable you or your

authorized users' access to the Licensed Materials. Where appropriate you will disclose to, and obtain any necessary consent from, your authorized users to allow NVIDIA to collect such information.

- 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. Updates. NVIDIA may at any time and at its option, change, discontinue, or deprecate any part, or all, of the Licensed Materials, or change or remove features or functionality, or 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 under this Agreement, and your continued use of the Licensed Materials is deemed acceptance of such changes.
7. 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>).
8. Ownership.
- 8.1 NVIDIA Ownership. The Licensed Materials, including all intellectual property rights, is and will remain the sole and exclusive property of NVIDIA or its licensors. Except as expressly granted in this Agreement, (a) NVIDIA reserves all rights, interests and remedies in connection with the Licensed Materials, and (b) no other license or right is granted to you by implication, estoppel or otherwise.
- 8.2 Your Ownership. Subject to the rights of NVIDIA and its suppliers in the Licensed Materials, which continue to be licensed as stated in this Agreement, even when incorporated in your products, and the extent permitted by applicable law, as between you and NVIDIA, you hold all rights, title and interest in and to your products, services, applications and Derivatives you develop as permitted in this Agreement including their respective intellectual property rights.
9. Feedback. You may, but are not obligated to, provide suggestions, requests, fixes, modifications, enhancements or other feedback regarding your use of the 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 nonexclusive, 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.
10. Confidentiality. You may use NVIDIA confidential information only to exercise your rights and perform your obligations under this Agreement. You will not disclose, nor authorize others to disclose NVIDIA confidential information to any third party, except as expressly authorized in this Agreement and as necessary for the Purpose, without obtaining NVIDIA's prior written approval. Each recipient of confidential information must be subject to a written agreement that includes confidentiality obligations consistent with these terms and must have a need to know for the Purpose. You will protect the NVIDIA confidential information with at least the same degree of care that you use to protect your own similar confidential and proprietary information, but no less than a reasonable degree of care. Confidential information includes, but is not limited to, the Licensed Materials, including its features and functionality, Derivatives, and any results of benchmarking or other competitive analysis or regression or performance data relating to the Licensed Materials.

11. **No Publicity.** You may not issue any public statements about this Agreement, disclose the Licensed Materials or Derivatives, or any information or results related to your use of the Licensed Materials, without NVIDIA's prior written approval.
12. **Trustworthy AI.** Use of the Licensed Materials, Derivatives or Derivative Models under the Agreement must be consistent with NVIDIA's Trustworthy AI terms at <https://www.nvidia.com/en-us/agreements/trustworthy-ai/terms/>.
13. **Term and Termination.**
- 13.1 **Term.** This Agreement has a duration of three (3) months starting from the date of initial download of the Licensed Materials (even if you download the same Licensed Materials version or updates of the Licensed Materials later and it is accompanied by this Agreement or another Agreement), unless terminated earlier in accordance with this Agreement.
- 13.2 **Termination for Convenience.** Either party may terminate this Agreement at any time with thirty (30) days' advance written notice to the other party.
- 13.3 **Termination for Cause.** If you commence or participate in any legal proceeding against NVIDIA with respect to the Licensed Materials, this Agreement will terminate immediately without notice. Either party may terminate this Agreement for cause if:
- (a) The other party fails to cure a material breach of this Agreement within ten (10) days of the non-breaching party's written notice of the breach;
 - (b) the other party breaches its confidentiality obligations or license rights under this Agreement, which termination will be effective immediately upon written notice;
 - (c) the other party stops doing business in the ordinary course, which termination will be effective immediately upon written notice;
 - (d) the other party 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, which termination will be effective immediately upon written notice.
- 13.4 **Effect of Termination.** Upon any expiration or termination of this Agreement, you will promptly (a) stop using and return, delete or destroy NVIDIA confidential information and Licensed Materials received under this Agreement, and (b) delete or destroy Derivatives created under this Agreement, unless an authorized NVIDIA representative provides prior written approval that you may keep a copy of the Derivatives solely for archival purposes. Upon written request, you will certify in writing that you have complied with your obligations under this Section 13.4 ("Effect of Termination").
- 13.5 **Survival.** Section 1.2 ("License Grant to NVIDIA"), Section 6 ("Updates"), Section 7 ("Components Under Other Licenses"), Section 8 ("Ownership"), Section 9 ("Feedback"), Section 10 ("Confidentiality"), Section 11 ("No Publicity"), Section 13.4 ("Effect of Termination"), Section 13.5 ("Survival"), Section 14 ("Disclaimer of Warranties"), Section 15 ("Limitation of Liability"), Section 16 ("Indemnity") and Section 17 ("General") will survive any expiration or termination of this Agreement.
14. **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. NO INFORMATION OR ADVICE GIVEN BY NVIDIA WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY

PROVIDED IN THIS AGREEMENT. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE LICENSED MATERIALS, DERIVATIVES OR OUTPUT AND ASSUME ANY RISKS ASSOCIATED WITH YOUR USE OF THE LICENSED MATERIALS, DERIVATIVES OR OUTPUT.

15. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, WILL NVIDIA BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE ARISING OUT OF OR AS A RESULT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES), EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
16. **Indemnity.** You will defend, indemnify and hold harmless NVIDIA and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all third-party 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 Licensed Materials and Derivatives outside of the scope of this Agreement or in breach of the terms of this Agreement.
17. **General.**
 - 17.1 **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.
 - 17.2 **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.
 - 17.3 **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.
 - 17.4 **No Waiver.** No failure or delay by a party to enforce any term or obligation of this Agreement will operate as a waiver by that party, or prevent the enforcement of such term or obligation later.
 - 17.5 **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. 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.

- 17.6 Government Rights. The Licensed Materials, 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.
- 17.7 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 agree that such notices will satisfy any legal communication requirements.
- 17.8 Severability. 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.
- 17.9 Amendment. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.
- 17.10 Entire Agreement. Regarding the subject matter of this Agreement, the parties agree that (a) this Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior and contemporaneous communications and (b) 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. January 10, 2025)