

LICENSE AGREEMENT FOR NVIDIA AUDIO EFFECTS MICROSERVICE EVALUATION

IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE USING NVIDIA 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 an early access version of the NVIDIA Audio Effects microservice, including the software and materials provided hereunder (“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 under the legal age of majority, you must ask your parent or legal guardian to consent to this Agreement.

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.

Subject to the terms of this Agreement, NVIDIA grants you a non-exclusive, non-transferable, non-sublicensable (except as described in this Agreement), license to: (a) install and use copies of the SOFTWARE, (b) configure the SOFTWARE using the configuration files provided (as applicable), and (c) modify and create derivative works of sample or example source code delivered by NVIDIA as part of the SOFTWARE, all the foregoing only for development, test and evaluation purposes in systems with NVIDIA GPUs, without use in production.

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2. Limitations. Your license to use the SOFTWARE and derivative works of the SOFTWARE is restricted as follows:

2.1 The SOFTWARE and derivative works may not be used in any commercial-ready products or services, or used separately to even for development, test or evaluation of other NVIDIA non-NVIDIA 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 and derivative works, or make its functionality available to others.

2.5 You may not bypass, disable, or circumvent any technical limitations, 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 to develop, train or improve any 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 them to become subject to an open source software license; subject to the terms in the “Components Under Other Licenses” section below.

2.9 Unless you have an agreement with NVIDIA for this purpose, you may not use the SOFTWARE provided under this Agreement and derivative works in a system or application where the use of or failure of such system or application developed with SOFTWARE provided by NVIDIA could result in injury, death or catastrophic damage. 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 and 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. 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. Your Privacy: Collection and Use of Information

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.

NVIDIA may require certain personal information such as name and email address to deliver or provide products or services to you.

The SOFTWARE 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.

5. Confidentiality.

You agree that you will not use, nor authorize others to use, NVIDIA Confidential Information, except as necessary for the performance of this Agreement, and that you will not disclose NVIDIA Confidential Information to any third party, except to permitted users under this Agreement that have a need to know such Confidential Information for the purpose of this Agreement, provided that each such recipient is subject to a written agreement that includes confidentiality obligations consistent with these terms. You agree to use all reasonable efforts to maintain the confidentiality of NVIDIA Confidential Information in your possession or control, but in no event less than the efforts that you ordinarily use with respect to your own Confidential Information of similar nature and importance. "Confidential Information" means the SOFTWARE including its features and functionality, and any results of benchmarking or other competitive analysis or regression or performance data relating to the SOFTWARE.

6. 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 a pre-release SOFTWARE at your own risk, understanding that such versions are not intended for use in 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.

7. 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.

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9. Term and Termination.

This Agreement has a duration of one (1) year starting from the date of download, 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. 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.

10. Ownership.

The SOFTWARE, 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, (i) NVIDIA reserves all rights, interests, and remedies in connection with the SOFTWARE, 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.

11. Feedback.

You may, but you are not obligated to, provide suggestions, requests, fixes, modifications, enhancements, or other feedback regarding the SOFTWARE (collectively, "Feedback"). Feedback, even if designated as confidential by you, shall 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. You will not give Feedback (i) that you have reason to believe is subject to any restriction that impairs the exercise of the grant stated in this section, such as third-party intellectual property rights; or (ii) subject to license terms which seek to require any product incorporating or developed using such Feedback, or other intellectual property of NVIDIA or its affiliates, to be licensed to or otherwise shared with any third party.

12. Disclaimer of Warranties.

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responsibility for the accuracy or completeness of any third-party information, text, graphics, links contained in THE SOFTWARE.

13. Limitations of Liability.

TO THE FULLEST 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.

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).

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. 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.

16. Waiver.

No failure or delay by a party to enforce any Agreement term or obligation will operate as a waiver by that party, nor prevent the enforcement of such term or obligation later.

17. Export.

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. These laws include restrictions on destinations, end-users and end-use.

18. Government Use.

The SOFTWARE is, and must be treated as being, "Commercial Items" as that term is defined at 48 CFR § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", respectively, as such terms are used in, respectively, 48 CFR § 12.212 and 48 CFR §§ 227.7202 & 252.227-7014(a)(1). 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 48 CFR § 12.212 or 48 CFR § 227.7202. In no event may the US Government user acquire rights in the SOFTWARE beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2).

19. Notices.

Unless otherwise specifically stated in this Agreement, all notices, requests, consents and other communications, which are required or permitted under this Agreement, will be in writing to the address below and will be effective (i) upon receipt if by personal delivery, (ii) upon receipt if by certified or registered mail (return receipt requested), or (iii) one (1) day after it is sent if by next day delivery by a major commercial delivery service. 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.

20. 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.

21. 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.

22. 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. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

(v. January 11, 2023)