

Third Party Licenses / Notice

grpcio

Version: 1.68.1

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grpcio-tools

Version: 1.68.1

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protobuf

Version: 5.29.1

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Python-dotenv

Version: 1.0.0

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pandas

Version: 2.2.3

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seaborn

Version: 0.13.2

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Omniverse Isaac Sim

Version: 4.2.0

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Last Modified: June 27, 2024

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Subcontracting. NVIDIA may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

Notices. If NVIDIA needs to contact Customer about a Software Offering, Customer consents to receive notices electronically. Customer is responsible for keeping Customer' s notification email current. The parties agree that electronic notice will satisfy any legal communication requirements, and that email notices will be treated as received when the email is sent. Customer is required to send legal notices to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department, with an emailed copy to legalnotices@nvidia.com.

Trade and Compliance. Customer agrees 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. Customer confirms (a) its 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 it knows or has 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 Offerings under the Agreement must be consistent with NVIDIA' s [HumanRightsPolicy.pdf](#) ([nvidia.com](https://www.nvidia.com)).

Government Rights. The Software, including its 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, Customer 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 Customer 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.

Force Majeure. Except for payment of fees or taxes, neither party will be liable during an instance of Force Majeure.

Audit. During the term of the Agreement and for a period of three (3) years thereafter, Customer will maintain complete and accurate information regarding Customer' s activities under the Agreement and NVIDIA or an independent auditor will have the right to audit Customer during regular business hours to validate and confirm Customer' s information and compliance with the terms of the Agreement. Audits will be conducted no more frequently than annually, unless non-compliance was previously found. If an audit reveals an underpayment, Customer will promptly remit the full amount of such underpayment to NVIDIA including interest that will accrue (without the requirement of a notice) at the lower of 1.5% per month or the highest rate permissible by law. If the underpaid amount exceeds five percent (5%) of the amounts payable to NVIDIA during the audited period or if the audit reveals a material non-conformance with the terms of the Agreement, then Customer will reimburse NVIDIA' s reasonable audit costs. Further, Customer agrees that the party transacting to sell Software Offerings to Customer may share with NVIDIA information regarding Customer' s compliance with the Agreement.

Entire Agreement. Regarding the subject matter of the Agreement, the parties agree that the Agreement constitutes the entire and exclusive agreement between the parties regarding the Software Offerings and supersedes all prior and contemporaneous communications. 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.

Severability. If any provision of the Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of the Agreement, which will remain in full force and effect.

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.

Independent Contractors. The parties are independent contractors, and this Agreement does not create a partnership, joint venture, joint employment, agency or other form of business association between the parties or their respective employees, or authorize either party to make or enter into any commitments for or on behalf of the other party. 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.

Neither party, or their respective employees, is entitled to receive or make a claim for any benefits that the other party or its Affiliates may make available to its respective employees, such as health insurance, retirement plan contributions, equity awards or sick or vacation pay.

Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

Order of Precedence. If there is a conflict between the documents that make up the Agreement, the documents will control in the following order (starting with the highest order of precedence): (a) the NVIDIA privacy policy, (b) the remainder of the Agreement (excluding the privacy policy and Product Specific Terms), (c) the Product Specific Terms, (d) the Enterprise Support Policy, and (e) the Order Form.

Construction. The parties and their respective counsel have reviewed the Agreement and it will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. 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.

Definitions.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership or control with a party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

"Authorized Users" means Customer Personnel and Persons.

"CCU" means a license that allows concurrent Authorized Users to use the Software, however the simultaneous number of Authorized Users cannot exceed the maximum number of CCUs authorized under the license.

"Community Products" means the unsupported Software generally accessible to the public and free of charge, as updated from time to time, that Customer may use without a paid Subscription or Services.

"Compatible Application" means an application that includes the Software, while not adversely affecting the functionality of the other components in the Software.

"CPU Socket" means (i) for on-premise deployments, the number of physical processors in the computing environment on which the Enterprise Product is installed, or (ii) in a cloud computing environment, the compute instance on which the Enterprise Product is installed. For per CPU Socket licenses, NVIDIA requires one Enterprise Product license per compute instance.

"Confidential Information" means any non-public information provided, including the Order Form, in any format by one party to the other party under the Agreement during the term, that was designated or identified by the disclosing party as

confidential or should be known by the receiving party when exercising reasonable business judgment to be confidential given the nature or circumstances of its disclosure.

“Critical Application” means any system or application where the use or failure of such system or application could result in injury, death, or catastrophic damage. Examples of Critical Applications include, without limitation, use in avionics, navigation, autonomous vehicle applications, AI solutions for automotive products, military, medical, or life support or other life or mission critical application.

“Customer Infrastructure” means Customer owned or leased infrastructure.

“Customer Personnel” means employees and contractors of Customer and its Affiliates, and for educational institutions include enrolled students, who may access or use the Software Offerings from Customer Infrastructure to perform work authorized by the Agreement on Customer’ s behalf.

“Customer Product” means a service hosted by Customer or Customer’ s Compatible Applications.

“Derivative Models” means all modifications, derivatives, adaptations, extensions or enhancements to a Model, works based on a Model, or any other model created or initialized by transfer of patterns of the weights, parameters, activations or output of a Model, to the other model, to cause the other model to perform similarly to the Model, including (but not limited to) distillation methods entailing the use of intermediate data representations or methods based on the generation of synthetic data by the Model for training the other model.

“Derivative Samples” means all modifications, derivatives, adaptations, extensions or enhancements to sample or example source code delivered by NVIDIA that Customer develops as authorized under the Agreement.

“Enterprise Products” means the Software and Services provided via gated access to users who have a valid contract for the Subscription or Services.

“Enterprise Support” has the meaning assigned to it in the Enterprise Support Policy.

“Enterprise Support Policy” means the then-current support terms that apply to a particular Software Offering described at <https://www.nvidia.com/en-us/agreements/enterprise-services/nvidia-enterprise-support-policy/>.

“Error(s)” has the meaning assigned to it in the Enterprise Support Policy.

“Error Correction(s)” has the meaning assigned to it in the Enterprise Support Policy.

“Feedback” means suggestions, fixes, modifications, enhancements, techniques, requests, other feedback or materials, whether oral or in writing, for the Software Offerings.

“Force Majeure” means an event or circumstance that prevents or delays a party from performing its obligations under the 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 (including, without limitation, acts of God, natural disaster, acts of government, flood, fire, earthquakes, pandemics, civil unrest, war, acts of terror or general labor or delivery chain disturbances such as strikes), and (ii) cannot be overcome or avoided by that party using reasonably diligent efforts.

"GPU" means (i) for on-premise deployments, the number of physical GPUs in the computing environment which is accessed by the Enterprise Product, or (ii) in a cloud computing environment, the number and type of GPUs attached to the compute instance on which the Enterprise Product is installed. For per GPU licenses, NVIDIA requires one Enterprise Product license for each GPU. For per GPU licenses that run on computing environments or compute instances without an NVIDIA GPU, NVIDIA requires one Enterprise Product license for each computing environment, or compute instance.

"HCA" means an NVIDIA host channel adapter in a Node.

"Intellectual Property Rights" means all intellectual property rights, including all patents, trademarks, trade dress, copyrights, database rights, trade secrets, know-how, mask works, and any other similar protected rights in any country including all related applications for and registrations of these rights.

"Maintenance" means security patch(es), documentation revisions, Error Correction(s) and Workaround(s) to the Supported Product made generally available by NVIDIA in its sole discretion to its other commercial customers of the Supported Product who have the same Supported Product version under a Service contract with NVIDIA that includes "Maintenance."

"Model" means any Software that is a machine-learning based assembly (including checkpoints), consisting of learnt weights, parameters (including optimizer states) and configuration files that may be trained or tuned, in whole or in part, on data.

"NVIDIA Platform" means a system with NVIDIA GPUs or NVIDIA CPUs, or for networking a system with NVIDIA HCAs.

"Node" means (i) for on-premise deployments, the number of physical servers in the computing environment on which the Enterprise Product is installed, or (ii) in a cloud computing environment, the number of compute instances on which the Enterprise Product runs. For per Node licenses, NVIDIA requires one Enterprise Product license per Node.

"Order Form" means the order that Customer places with: (i) NVIDIA, or (ii) a cloud marketplace, in each case including all applicable sales terms and conditions issued by NVIDIA (such as a public listing or private offer) and that are accepted by Customer for the purchase of Subscriptions or Perpetual licenses.

"OSS 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>).

"Part Number" means an NVIDIA product identification for an Enterprise Product, consisting of a unique product code, product name and other characteristics about the product, such as the license type (e.g., per GPU) and the license duration.

“Perpetual” means a license to an Enterprise Product that is exclusive of Services, however NVIDIA may require Customer to separately purchase certain Services for a minimum period.

“Person” means any person that receives access from Customer or its Affiliates to a service or a Compatible Application that includes, in whole or in part, the Software.

“Pre-Release” means a version or feature of the Software that is identified by NVIDIA as beta, developer preview, early access or otherwise as pre-release.

“Product Specific Terms” means the then-current terms that apply to a particular Software Offering, which are incorporated into this Agreement by reference.

“Separate Component” means a component provided with separate legal notices or terms that accompany the components, such as OSS Licenses and other license terms.

“Services” means any combination of Enterprise Support, Maintenance and Updates.

“Software” means a Community Product or an Enterprise Product and their associated materials (such as AI Enterprise and NVIDIA Omniverse), all of which is available for on-premises use.

“Software Offering” means a specific Software together with Enterprise Support, as applicable.

“Subscription” means Customer’s fixed duration Software license, inclusive of Services, unless otherwise expressly stated in this Agreement or an Order Form.

“Supported Products” has the meaning assigned to it in the Enterprise Support Policy.

“Usage Based” means a license to an Enterprise Product that is metered and billed based on consumption, such as by the hour, and is inclusive of certain Enterprise Support for the duration of the license.

“Updates” means those modifications to the Supported Product other than Maintenance made generally available by NVIDIA in its sole discretion to its other commercial customers of the Supported Product who have the same Supported Product version under a Service contract with NVIDIA that includes “Updates” as indicated by a new version number (examples, from version 5.0 to version 5.2 or 6.0).

“Workaround” has the meaning assigned to it in the Enterprise Support Policy.

(v. June 5, 2024)

Product-Specific Terms for NVIDIA Omniverse

Last Modified: June 27, 2024

These Product Specific Terms for NVIDIA Omniverse ("Omniverse Product-Specific Terms") are an exhibit to the NVIDIA Software License Agreement at <https://www.nvidia.com/en-us/agreements/enterprise-software/nvidia-software-license-agreement/> (the "Agreement") and are incorporated as an integral part of the Agreement.

Scope. The Agreement and these Omniverse Product-Specific Terms govern the use of NVIDIA Omniverse including:

Community Products, all publicly available versions of the Software, with the exception of the Software listed below as an Enterprise Product, as updated from time to time, and

Enterprise Products, versions of the Kit SDK, Nucleus Enterprise, and Omniverse Cloud Containers, as updated from time to time.

For the purposes of the Agreement:

"Kit SDK" means an NVIDIA toolkit for Omniverse including extensions for the development of applications, microservices or plugins.

"Nucleus" means an NVIDIA application that enables collaboration service for Omniverse.

"Omniverse Cloud Containers" means Omniverse software containers accessible via Omniverse Core APIs and deployable on Kubernetes in which Omniverse software is packaged, along with its libraries and dependencies.

"Project Content" means a game, application, software, or other content that you develop using Omniverse Products.

Grant. Section 1.1 of the Agreement is amended and restated to read as follows:

Subject to the terms of the Agreement, Customer' s Order Form and license parameters of an Enterprise Product Part Number, and payment of applicable fees, NVIDIA grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except as expressly provided in the Agreement) license to do the following for the duration of the license:

install, use, reproduce, create Derivative Samples and Derivative Models, and configure (if applicable) the Software,

offer as a service the Software and Derivative Samples and Derivative Models in Compatible Applications on infrastructure Customer owns or leases, and

sublicense and distribute the Software, Derivative Samples and Derivative Models in Compatible Applications.

Limited Grant. Section 1.2 of the Agreement is amended and restated to read as follows:

Limited Grants. The grants above are further limited as follows:

Users that receive an Enterprise Product identified as “not for resale” or “NFR” (typically a license to a distributor or reseller) may exercise only the grant in Section 1.1.1 above solely for internal evaluation or to demonstrate the Enterprise Product to others. Software offered as part of the developer program is not for use, distribution or deployment in production.

Users that receive an Enterprise Product for trial may exercise the grants in Section 1.1 solely for the trial period.

Users that receive an Enterprise Product via the NVIDIA developer program for Omniverse products have a personal use license to exercise only the grant in Section 1.1.1 above for Software that is part of this program (as updated by NVIDIA from time to time) solely for internal evaluation, development or test purposes. Software offered as part of the developer program is not for use, distribution or deployment in production. NVIDIA will admit persons into the developer program for Omniverse products, as well as change or discontinue the program and its offerings, at NVIDIA’s sole discretion.

License Types. Section 1.4 (“License Types”) of the Agreement is amended to add the following:

NVIDIA may offer and sell, with different prices and terms, Subscriptions for use of Enterprise Products in a designated platform. For example, NVIDIA may indicate that use of the Software within the NVIDIA Graphics Delivery Network (GDN) is subject to payment of GDN use fees and Customer is exempt from payment of fees for use of the Enterprise Product under this Agreement. If you obtained a Subscription at a different price solely for use in a particular platform (such as GDN) and you use in other platforms, NVIDIA or a reseller may invoice you to pay a higher value Enterprise Product Subscription.

Individual License: Omniverse Products obtained by individuals under this Agreement may be used commercially, provided however that (a) an authorized user can only use Kit SDK without Enterprise Support with one other individual in your entity or its Affiliates to create Project Content without purchasing a Subscription License, and (b) use is limited to a single GPU. For clarity, an entity and its Affiliates may have multiple groups of up to two individuals creating Project Content without purchasing Subscription License as authorized in this section.

A new subsection 1.7 is added to the Agreement as follows:

Requirements. The requirements in this section apply to Software, Derivative Samples and Derivative Models that Customer deploys as a service and for Customer to exercise the distribution grants:

Additional Functionality. A Compatible Application or Customer service that Customer provides to third parties must have material additional functionality beyond the included portions of Software.

Notification of Misuse. Customer agrees to notify NVIDIA in writing of any known or suspected use or distribution of Software, Derivative Samples and Derivative Models not in compliance with the terms and conditions the Agreement, and to enforce the terms of Customer’s agreements with respect to Software.

NVIDIA Works Notice. The following notice must be included in Derivative Samples and Derivative Models distributed:

“This software contains source code provided by NVIDIA Corporation.”

Customer Agreements. The terms under which Customer deploys as a service or distributes the Software, Derivative Samples and Derivative Models must be at least as protective as the terms of the Agreement (including, but not limited to, terms relating to the grant, restrictions and protection of Intellectual Property Rights).

Use Report. Customer must report upon NVIDIA' s email request, no more than monthly, the Software in use by all users Customer enabled, quantity, start and end dates, and any other reasonably requested information for NVIDIA to determine the fees due.

Enterprise Support. Subject to the terms of the Agreement, NVIDIA will provide Enterprise Support to Customer for the duration indicated in the Part Number, and Enterprise Support does not extend to any other parties.

License Administration. Customer will be responsible for the administration of licenses and services to Customer' s users during their use period.

A new subsection 6.3 is added to the Agreement as follows:

Source Code Offer. o obtain source code for software provided under licenses that require redistribution of source code, including the GNU General Public License (GPL) and GNU Lesser General Public License (LGPL), contact oss-requests@nvidia.com. This offer is valid for a period of three (3) years from the date of the distribution of the product by NVIDIA CORPORATION.

Section 11.1 of the Agreement is amended and restated to read as follows:

Collection Purposes. Customer hereby acknowledges that the Software collects the following data for the following purposes: (i) configuration, operating system and installation data to optimize for better performance; (ii) feature usage data to improve stability and understand user workflow; and (iii) performance logs for diagnostic and troubleshooting purposes. Further, NVIDIA may require certain personal information such as name, email address, and entitlement information to deliver or provide the Software or Services to Customer and its authorized users.

If Customer is using Software without purchasing a Subscription License, Customer can opt-out of data collection by visiting <https://docs.omniverse.nvidia.com/platform/latest/common/data-collection.html>, and Customer can exercise the data subject rights by visiting Privacy Center | NVIDIA. If Customer is using the Software under a Subscription License, there is no data collection by default and Customer can opt-into data collection by visiting <https://docs.omniverse.nvidia.com/launcher/latest/it-managed-launcher/data-collection-faq.html>. Subscription License users can exercise data subject rights by submitting a request in Enterprise Support portal.

(v. June 5, 2024)