

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 your use of the NVIDIA Trust Broker scripts software and any associated materials provided (“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 enter into this Agreement or if you don’t accept all the terms below, 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 expressly provided in this Agreement), license to install and use copies of the SOFTWARE only for your internal development and testing for interoperability and/or compatibility between your products and NVIDIA hardware and software.

2. Limitations.

Your license to use the SOFTWARE is restricted as follows:

2.1 You may not reverse engineer, decompile, or disassemble SOFTWARE provided in binary form, nor attempt in any other manner to obtain source code of such SOFTWARE.

2.2 You may not change or remove copyright or other proprietary notices in the SOFTWARE.

2.3 You may not modify or create derivative works of the SOFTWARE.

2.4 Except as expressly granted in this Agreement, you may not copy, sell, rent, sublicense, transfer or distribute 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.

2.7 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.

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, 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.

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 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>).

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. Upon any termination, you must stop using and destroy all copies of the SOFTWARE. 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.

8. 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.

9. 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, will not create any confidentiality obligation for NVIDIA or its affiliates. If you provide Feedback, you 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.

10. Disclaimer of Warranties.

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11. 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).

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. 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.

14. No 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.

15. Trade Compliance.

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.

16. 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).

17. 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. If NVIDIA needs to contact you about the SOFTWARE, you consent to receive the notices by email and that such notices will satisfy any legal communication requirements.

18. 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.

(v. January 19, 2023)