

NVIDIA DATA LICENSE AGREEMENT

IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE USING THE DATA

This data 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 data, including its metadata, that NVIDIA delivers to you under this Agreement (“Data”). NVIDIA and you are each a “party” and collectively the “parties.”

By using the Data, you are affirming that you have read and agree to this Agreement.

If you don’t accept all the terms and conditions below, do not use the Data.

1. License Grant. The Data made available by NVIDIA to you is licensed, not sold. Subject to the terms of this Agreement, NVIDIA grants you a limited, non-exclusive, revocable, non-transferable, and non-sublicensable (except as expressly granted in this Agreement), license to use, reproduce, modify and create derivative works of the Data to advance access to technology for the Deaf community (“Purpose”).
2. License Restrictions. Your license to use the Data for the Purpose is subject to the restrictions in this Section 2. You may not:
 - a. Use the Data for any purpose other than the Purpose;
 - b. 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 Data;
 - c. Change or remove copyright or other proprietary notices in the Data;
 - d. Identify or attempt to identify any individual in the Data or combine it with any other dataset to profile or attempt to profile any individual in the Data;
 - e. Infer, measure, detect or otherwise label the race, ethnicity, gender, age or health (or any other sensitive attributes) of individuals in the Data, perform biometric processing, or use the Data to develop or evaluate any identity recognition technology;
 - f. Use the Data in any manner that would cause them to become subject to an open source software license;
 - g. Use the Data in violation of any applicable law or regulation in relevant jurisdictions; or
 - h. Bypass, disable, or circumvent any technology limitation, encryption, security, digital rights management or authentication mechanism relating to the Data.

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 Data 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. You must keep track of any copies of Data and store Data in a manner such that the origin of Data is traceable.
4. Cooperation with NVIDIA. 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.
5. Data Contains Personal Data. Upon NVIDIA's request, you will cooperate with NVIDIA to honor any data subject request for deletion or correction of Data. If requested by NVIDIA, you will delete all copies of and cease use of any Data.
6. Your Privacy: Collection and Use of Information.
 - 6.1 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.
 - 6.2 Collection Purposes. NVIDIA will collect your name and email address to enable you to access the Data and contact you about updates to the Data including new releases or data subject right request.
7. Updates. NVIDIA may at any time and at its option, change, discontinue, or deprecate any part, or all, of the Data, or change or remove features or functionality, or make available patches, workarounds or other updates to the Data. Unless the updates are provided with their separate governing terms, they are deemed part of the Data licensed to you under this Agreement, and your continued use of the Data is deemed acceptance of such changes.
8. Ownership. The Data, 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 Data, and (b) no other license or right is granted to you by implication, estoppel or otherwise.

9. **Feedback.** You may, but you are not obligated to, provide suggestions, requests, fixes, modifications, enhancements, or other feedback regarding the Data (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.
10. **No Publicity.** You may give attribution to the use of the Data in a project, and otherwise you will not issue any public statements about this Agreement, without NVIDIA’s prior written approval.
11. **AI Ethics.** Use of the Data under this Agreement must be consistent with NVIDIA’s Trustworthy AI terms at <https://www.nvidia.com/en-us/agreements/trustworthy-ai/terms/>.
12. **Termination.**
 - 12.1 **Termination for Convenience.** Either party may terminate this Agreement at any time with thirty (30) days’ advance written notice to the other party.
 - 12.2 **Termination for Cause.** If you commence or participate in any legal proceeding against NVIDIA with respect to the Data, 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; or
 - b. the other party breaches its confidentiality obligations or license rights under this Agreement, which termination will be effective immediately upon written notice.
 - 12.3 **Effect of Termination.** Upon any expiration or termination of this Agreement, you will promptly (a) stop using and return, delete or destroy all Data received under this Agreement. Upon written request, you will certify in writing that you have complied with your obligations under this Section 12.3 (“Effect of Termination”).
 - 12.4 **Survival.** Section 8 (“Ownership”), Section 9 (“Feedback”), Section 10 (“No Publicity”), Section 12.3 (“Effect of Termination”), Section 12.4 (“Survival”), Section 13 (“Disclaimer of Warranties”), Section 14 (“Limitation of Liability”), Section 15

(“Governing Law and Jurisdiction and Section 16 (“General”) will survive any expiration or termination of this Agreement.

13. Disclaimer of Warranties. THE DATA IS 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.

14. Limitations of Liability.

14.1 EXCLUSIONS. 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 (a) THE 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.

14.2 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).

15. 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.

16. General.

16.1 Indemnity. By using the Data you agree to defend, indemnify and hold harmless NVIDIA and its affiliates and their respective officers, directors, employees and agents from and against any claims, disputes, demands, liabilities, damages, losses, costs and expenses arising out of or in any way connected with your use of the Data in breach of the terms of this Agreement.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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. 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.

(v. February 4, 2025)