

## **NVIDIA SOFTWARE LICENSE AGREEMENT**

### **IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE USING THE SOFTWARE**

This software 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 CloudXR Framework software and materials that NVIDIA delivers to you under this Agreement (“Software”). 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 Software is 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 Software.

#### **1. License Grants.**

- 1.1 License Grant to You. The Software is 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, use, reproduce and configure (if applicable) the Software,
  - (b) modify and create derivative works of any sample or example source code NVIDIA delivers to you as part of the Software (“Derivatives”) (if applicable), and
  - (c) distribute any portions of the Software subject to the following distribution requirements:
    - (i) Your application must have material additional functionality, beyond the included portions of the Software.
    - (ii) The distributable portions of the Software will only be accessed by your application.
    - (iii) The following notice will be included in modifications and derivative works of sample source code distributed: “This software contains source code provided by NVIDIA Corporation.”
    - (iv) Unless a developer tool is identified in this Agreement as distributable, it is delivered for your internal use only.
    - (v) The terms under which you distribute your application must be consistent with the terms of this Agreement, including (without limitation) terms relating to the license grant and license restrictions and protection of NVIDIA’s intellectual property rights.
    - (vi) You agree that you will protect the privacy, security and legal rights of your application users.
    - (vii) You agree to notify NVIDIA in writing of any known or suspected distribution or use of the Software not in compliance with the requirements of this Agreement, and to enforce the terms of your agreements with respect to distributed Software.

All the foregoing (a) through (c) are only for you to develop applications for use with any client systems and only for use in servers 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 any Derivatives to NVIDIA.

- 2. License Restrictions.** Your license to use the Software and Derivatives is restricted as stated in this Section 2 (“License Restrictions”). 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 Software or Derivatives for anything other than the Purpose;
  - 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 Software or Derivatives, except as expressly granted in Section 1.1 (“License Grant to You”);
  - 2.3 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;
  - 2.4 Modify or create derivative works of the Software, except as expressly granted in Section 1.1 (“License Grant to You”);
  - 2.5 Change or remove copyright or other proprietary notices in the Software;
  - 2.6 Bypass, disable, or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in the Software;
  - 2.7 Use the Software or Derivatives 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”);
  - 2.8 Use the Software or Derivatives for the purpose of developing competing products or technologies or assist a third party in such activities;
  - 2.9 Replace any Software components governed by this Agreement with other software that implements NVIDIA APIs;
  - 2.10 Use the Software or Derivatives in violation of any applicable law or regulation in relevant jurisdictions;
  - 2.11 Reverse engineer, decompile or disassemble any portion of the output generated using Software elements for the purpose of translating such output artifacts to target a non-NVIDIA platform; or
  - 2.12 Indicate that a product or service developed with the Software is sponsored or endorsed by NVIDIA, unless expressly authorized in writing by NVIDIA.
- 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 Software 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.** Software 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 Software at your own risk. NVIDIA did not design or test the Software for use in production or business critical systems. NVIDIA may choose not to make available a commercial version of Pre-Release Software. NVIDIA may also choose to abandon development and terminate the availability of Pre-Release Software 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 collects functional data (e.g., session connectivity events, session error events, and session performance metrics) to improve NVIDIA's products and services. Where appropriate you will disclose to, and obtain any necessary consent from, your authorized users to allow NVIDIA to collect such information.

**Third Party Privacy Practices.** 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.

6. **Updates.** NVIDIA may at any time and at its option, change, discontinue, or deprecate any part, or all, of the Software, or change or remove features or functionality, or 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 under this Agreement, and your continued use of the Software is deemed acceptance of such changes.

7. **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>).

## 8. **Ownership.**

8.1 **NVIDIA 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, (a) NVIDIA reserves all rights, interests and remedies in connection with the Software, 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 Software, which continue to be licensed as stated in this Agreement, even when incorporated in your products or services, 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 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 Software ("**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. Term and Termination.**

10.1 Term. This Agreement commences when you accept delivery or begin use of the Software and is effective until terminated under this Section 10.

11.2 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, NVIDIA may terminate this Agreement in its sole discretion with 30 days prior written notice to you. You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement. 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.

**11. Disclaimer of Warranties.** THE SOFTWARE 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. NVIDIA DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY THIRD-PARTY INFORMATION, TEXT, GRAPHICS, LINKS CONTAINED IN THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ANY DEFECTS OR ERRORS WILL BE CORRECTED, ANY CERTAIN CONTENT WILL BE AVAILABLE, OR THAT THE SOFTWARE IS 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 SOFTWARE OR DERIVATIVES AND ASSUME ANY RISKS ASSOCIATED WITH YOUR USE OF THE SOFTWARE OR DERIVATIVES.

#### **12. Limitations of Liability.**

12.1 EXCLUSIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY (A) INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (B) DAMAGES FOR THE (I) COST OF PROCURING SUBSTITUTE GOODS OR (II) 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.

12.2 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 ONE HUNDRED U.S. DOLLARS (US\$100).

**Mission Critical Applications.** You acknowledge that the Software provided under this Agreement is not designed or tested by NVIDIA for use in any system or application where the use or failure of such system or application developed or deployed with NVIDIA's Software could result in injury, death or catastrophic damage (each, a "Mission Critical Application"). Examples of Mission Critical Applications include use in

avionics, navigation, autonomous vehicle applications, AI solutions for automotive products, military, medical, life support or other mission-critical or life-critical applications. 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.

- 13. 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 (a) products or services that have been developed or deployed with or use the Software, or claims that such products or services violate laws, or infringe, violate, or misappropriate any third party right; or (b) use of the Software and Derivatives outside of the scope of this Agreement or in breach of the terms of this Agreement.

**14. General.**

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.

- 14.6 Government Rights. The Software, 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.
- 14.7 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 about the Software, you consent to receive the notices by email and agree that such notices will satisfy any legal communication requirements.
- 14.8 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.
- 14.9 Amendment. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.
- 14.10 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. November 26, 2024)