PRODUCT-SPECIFIC TERMS FOR NVIDIA AI PRODUCTS

These Product-Specific Terms for AI products ("AI 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.

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

1.1 Community Products, Free SDKs, the Software in the NVIDIA NGC AI catalog at https://ngc.nvidia.com/ (as updated from time to time) and publicly-available versions of NVIDIA AI Workbench software, and

1.2 Enterprise Products, the Software in the NVIDIA NGC AI Enterprise catalog at https://ngc.nvidia.com/nvaie-supported, as updated from time to time, NVIDIA Base Command Manager, NVIDIA AI Workbench, NVIDIA Aerial CUDA Accelerated RAN, NVIDIA Run:ai, NVIDIA DGX Software (as defined) and NVIDIA Advanced Cluster Manager (as defined).

1.3 "Advance Cluster Manager" means the NVIDIA provided software tool that allows users to manage and monitor NVIDIA DGX systems and includes features like cluster management, health monitoring and optimization, and includes the NVIDIA Unified Fabric Manager.

1.4 "NVIDIA DGX Software" means NVIDIA-provided operating system and software specific for NVIDIA DGX systems as indicated by NVIDIA in documentation, including NVIDIA Base Command Manager, NVIDIA Magnum IO, and NVIDIA Unified Fabric Manager.

1.5 "Research Projects" means the NVIDIA licensed source code released as part of the research projects listed at https://docs.nvidia.com/research-projects.pdf and documentation, and expressly exclude for the purpose of the Agreement any models, checkpoints, JSON file datasets, or third party licensed content available from the same repositories.

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

    1.1 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:

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

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

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

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

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

        1.2.1   NVIDIA DGX Software and NVIDIA Advance Cluster Manager are only licensed for use in NVIDIA DGX systems.

1.2.2 Users that receive access to NVIDIA AI Workbench may use it as described in Section 1.1.1 and sublicense and distribute it as described in Section 1.1.3, but may not under any circumstances offer it as a service as described in Section 1.1.2.

1.2.3 Customer may create a Custom TTS Application for their own use but cannot offer it as a service to third parties as described in Section 1.1.2 or distribute as part of a Compatible Application as described in Section 1.1.3. Customer must have sufficient rights and licenses for content used with a Custom TTS Application to generate new content. "Custom TTS Application" means a custom text-to-speech application that enables the creation of synthetic voice output that resembles an input voice.

1.2.4 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 solely for internal evaluation or to demonstrate the Enterprise Product to others.

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

1.2.6 Users that receive an Enterprise Product via the NVIDIA developer program for AI 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 non-production purposes. Software offered as part of the developer program is not for use, distribution or deployment in production. NVIDIA may admit persons into the developer program for AI products, as well as change or discontinue the program and its offerings, at NVIDIA's sole discretion.

1.2.7 Users that have an Enterprise Product Subscription for AI products may exercise only the grants in Section 1.1.1 and Section 1.1.2 above for Research Projects during the term of the Subscription solely for internal purposes, and Support, Maintenance and Updates are not provided for Software available as part of Research Projects. Customer will retrieve the Software from the Research Project repositories for use in accordance with the terms of the Agreement. Subject to the rights of NVIDIA and its suppliers in Software Offerings, Customer holds all rights, title and interest in and to Customer's output of Research Projects including their respective Intellectual Property Rights.

1.2.8 Users may use NVIDIA inference microservices (NVIDIA NIMs) designated by NVIDIA for use with NVIDIA RTX or GeForce RTX GPUs as Free SDKs without the purchase of a Subscription or Services if such NIMs are: (a) used on a PC or workstation with NVIDIA RTX or NVIDIA GeForce RTX GPUs and (b) not used in a commercial kiosk, server or other system used to service multiple users. For other uses of these NIMs, you may purchase an NVIDIA AI Enterprise Subscription or obtain a license under an NVIDIA program, as available.

4. 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 a subset of the Software is supported in a certain platform (e.g., a Subscription for the IGX platform) and offer and sell a dedicated Enterprise Product Subscription for use of the applicable Enterprise Product only in the identified platform. If you obtained a dedicated Enterprise Product Subscription at a different price solely for use in a particular platform and you use in other platforms, NVIDIA or a reseller may invoice you to pay a higher value Enterprise Product Subscription.

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

1.7 <u>Requirements</u>. The requirements in this section apply to Software, Derivative Samples and Derivative Models to exercise the license grants in Sections 1.1.2 and 1.1.3:

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

1.7.2 <u>Notification of Misuse</u>. 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.

1.7.3 <u>NVIDIA Works Notice</u>. The following notice must be included in Derivative Samples and Derivative Models distributed: "This software contains source code provided by NVIDIA Corporation."

1.7.4 <u>Customer Agreements</u>. 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).

1.7.5 <u>Use Report</u>. 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.

1.7.6 <u>Enterprise Support</u>. 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.

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

6. Limitation. The following subsection 8.16 is added to the "Limitations" section of the Agreement as follows:

8.16 The following proprietary Software components are licensed only to run on systems with NVIDIA Platforms: NVIDIA software development kits (such as CUDA toolkit, TensorRT, cuDNN) and NVIDIA drivers.

(v. February 28, 2025)