

## NVIDIA JAX DEVELOPMENT AND EVALUATION LICENSE

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 JAX software and materials, as available from time to time, (collectively referred to as “SOFTWARE”) available for development, testing and evaluation purposes only. The SOFTWARE may be delivered by NVIDIA in a container (each, a “CONTAINER”) or other form.

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 Grant.

Subject to the terms of this Agreement, NVIDIA grants you a non-exclusive, non-transferable license, without the right to sublicense (except as expressly provided in this license) to: install and use copies of the SOFTWARE licensed to you whether delivered in a CONTAINER or other form, and modify and create derivative works of samples or example source code delivered in the SOFTWARE (if applicable), solely to develop and test your services and applications and to evaluate the SOFTWARE, in each case without use in production.

### 2. Limitations.

The following license limitations apply to your use of the SOFTWARE:

2.1 The SOFTWARE is licensed for you to develop services and applications only for their use in systems with NVIDIA GPUs.

2.2 You may not reverse engineer, decompile, or disassemble the SOFTWARE, nor attempt in any other manner to obtain source code of such SOFTWARE.

2.3 Except as expressly granted in this Agreement, you may not modify or create derivative works of SOFTWARE.

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

2.5 You may not bypass, disable, or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in the SOFTWARE.

2.6 You may not replace any NVIDIA software components in the SOFTWARE that are governed by this license with other software that implements NVIDIA APIs.

2.7 You are not permitted to disclose the results of benchmarking, competitive analysis, or regression or performance data relating to the SOFTWARE or NVIDIA GPUs without the prior written permission from NVIDIA.

2.8 You agree that you will not sell, rent, sublicense, distribute, transfer, provide commercial hosting services, or otherwise make the SOFTWARE available to third parties.

2.9 You may not use the SOFTWARE in any manner that would cause it to become subject to an open source software license.

2.10 Unless you have an agreement with NVIDIA for this purpose, you are not permitted to use SOFTWARE provided under this Agreement in a system or application where the use of or failure of such system or application developed with SOFTWARE provided by NVIDIA could result in injury, death or catastrophic damage. Examples include use in avionics, automotive solutions, navigation, military, medical, life support or other life critical applications. NVIDIA will not be liable to you or any third party, in whole or in part, for any claims or damages arising from these uses.

2.11 You agree to defend, indemnify and hold harmless NVIDIA and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all 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 or related to use of the SOFTWARE outside of the scope of this Agreement or not in compliance with its terms.

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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 SOFTWARE.

Any SOFTWARE versions identified as alpha, beta, preview or otherwise as pre-release may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercial versions of NVIDIA software and materials. You may use pre-release SOFTWARE at your own risk, understanding that pre-release SOFTWARE is not intended for use in production or business-critical systems and 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.

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Microsoft, Thomson, Fraunhofer IIS, Sisvel S.p.A., MPEG-LA, and Coding Technologies. NVIDIA does not grant to you under this license any necessary patent or other rights with respect to any audio and/or video encoders and decoders.

#### 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. All provisions will survive termination, except for the licenses granted to you.

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#### 9. Feedback.

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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. 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. Export.

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 has been developed entirely at private expense and is "commercial items" consisting of "commercial computer software" and "commercial computer software documentation" provided with RESTRICTED RIGHTS. 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 DFARS 227.7202-3(a) or as set forth in subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, CA 95051.

#### 17. Notices.

Unless otherwise specifically stated in this Agreement, all notices, requests, consents and other communications, which are required or permitted under this Agreement, will be in writing to the address below and will be effective (i) upon receipt if by personal delivery, (ii) upon receipt if by certified or registered mail (return receipt requested), or (iii) one (1) day after it is sent if by next day delivery by a major commercial delivery service. 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.

#### 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. October 25, 2022)