DEEP LEARNING MODELS LICENSE AGREEMENT

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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 entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the entity to this Agreement, in which case "you" will mean the entity you represent.

If you don't 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 download, install or use the SOFTWARE.

You agree to use the SOFTWARE only for purposes that are permitted by (a) this Agreement, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

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Subject to the terms of this Agreement, NVIDIA hereby grants you a non-exclusive, non-transferable license, without the right to sublicense (except as expressly provided in this Agreement) to:

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

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- (i) Your application must have material additional functionality, beyond the included portions of the SOFTWARE.
- (ii) The distributable portions of the SOFTWARE shall only be accessed by your application.
- (iii) 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. Additionally, you agree that you will protect the privacy, security and legal rights of your application users.
- (iv) 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.

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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 work 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 from your secure network.

You are responsible for the compliance with the terms of this Agreement by your authorized users. If you become aware that your authorized users didn't follow the terms of this Agreement, you agree to take reasonable steps to resolve the non-compliance and prevent new occurrences.

1.4 Pre-Release SOFTWARE

The 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. Use of a pre-release SOFTWARE may result in unexpected results, loss of data, project delays or other unpredictable damage or loss.

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6. Termination.

- 6.1 This Agreement will continue to apply until terminated by either you or NVIDIA as described below.
- 6.2 If you want to terminate this Agreement, you may do so by stopping to use the SOFTWARE.
- 6.3 NVIDIA may, at any time, terminate this Agreement if: (i) you fail to comply with any term of this Agreement and the non-compliance is not fixed within thirty (30) days following notice from NVIDIA (or immediately if you violate NVIDIA's intellectual property rights); (ii) you commence or participate in any legal proceeding against NVIDIA with respect to the SOFTWARE; or (iii) NVIDIA decides to no longer provide the SOFTWARE in a country or, in NVIDIA's sole discretion, the continued use of it is no longer commercially viable.
- 6.4 Upon any termination of this Agreement, you agree to promptly discontinue use of the SOFTWARE and destroy all copies in your possession or control. Your prior distributions in accordance with this Agreement are not affected by the termination of this Agreement. Upon written request, you will certify in writing that you have complied with your commitments under this section. Upon any termination of this Agreement all provisions survive except for the licenses granted to you.

7. General.

If you wish to assign this Agreement or your rights and obligations, including by merger, consolidation, dissolution or operation of law, contact NVIDIA to ask for permission. Any attempted assignment not approved by NVIDIA in writing shall be void and of no effect. NVIDIA may assign, delegate or transfer this Agreement and its rights and obligations, and if to a non-affiliate you will be notified.

You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement.

This Agreement will be governed in all respects by the laws of the United States and of the State of Delaware as those laws are applied to contracts entered into and performed entirely within Delaware by Delaware residents, without regard to the conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. You agree to all terms of this Agreement in the English language.

The state or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of this Agreement. Notwithstanding this, you agree that NVIDIA shall still be allowed to apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law and the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative.

Each party acknowledges and agrees that the other is an independent contractor in the performance of this Agreement.

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Any notice delivered by NVIDIA to you under this Agreement will be delivered via mail, email or fax. You agree that any notices that NVIDIA sends you electronically will satisfy any legal communication requirements. 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.

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(v. August 10, 2021)