

TEST AND EVALUATION SUPPLEMENT
TO NVIDIA DRIVER LICENSE AGREEMENT

The terms and conditions in this driver test and evaluation supplement ("Supplement") govern your use of the NVIDIA driver, and any additional software and materials provided (the "SOFTWARE") under the terms of the NVIDIA driver license agreement ("Agreement") as modified by this Supplement.

This Supplement is an exhibit to the Agreement and is incorporated as an integral part of the Agreement. In the event of conflict between the terms in this Supplement and the terms in the Agreement, the terms in this Supplement will govern.

This Supplement governs the use of SOFTWARE versions made available to you solely for evaluation and testing purposes, without use in production. If you have access to a pre-release and you are being presented with this Supplement the SOFTWARE must not be distributed to any third parties, notwithstanding contrary terms in the Agreement. Either party may terminate this Supplement at any time with prior written notice to the other party.

NVIDIA will from time to time release production versions of NVIDIA IGX-OS software as part of NVIDIA AI Enterprise. Contact NVIDIA sales for NVIDIA AI Enterprise (see: NVIDIA AI Enterprise | Cloud-native Software Platform | NVIDIA).

(v. April 15, 2024)

NVIDIA Driver License Agreement

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 driver, and any additional software and materials provided (the "SOFTWARE").

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.

1.1 Subject to the terms of this Agreement, NVIDIA grants you a non-exclusive, revocable, non-transferable and non-sublicensable (except as expressly provided in this Agreement) license to:

- a. Install and use copies of the SOFTWARE,
- b. Modify and create derivative works of any portion of the SOFTWARE delivered by NVIDIA in source code format,
- c. Deploy, for your own use, the SOFTWARE on infrastructure you own or lease, and

d. Distribute the SOFTWARE provided for use with operating system kernels distributed under the terms of an OSI-approved open source license as listed by the Open Source Initiative at <http://opensource.org>, provided that (i) the binary files thereof are not modified in any way (except for uncompressing of compressed files) and (ii) this Agreement is provided to each SOFTWARE recipient.

2. Limitations.

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

2.1 The SOFTWARE is only licensed for use in conjunction with microprocessor(s), SoCs, and GPUs which have been (i) designed by NVIDIA and/or its affiliates and (ii) sold (directly or indirectly) by NVIDIA and/or its affiliates ("NVIDIA Platform"). You may only use firmware in NVIDIA Platforms. You may not translate firmware, nor cause or permit firmware to be translated, from the architecture or language in which it is originally provided by NVIDIA, into any other architecture or language.

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

2.3 You may not modify or create derivative works of the SOFTWARE provided in binary form.

2.4 You may not distribute any modified header files.

2.5 You may not change or remove copyright or other proprietary notices in the SOFTWARE, or misrepresent the authorship of the SOFTWARE, and you must cause any modified files to carry prominent notices stating that you changed the files such that modifications are not misrepresented as an original SOFTWARE.

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

2.7 Except as expressly granted in this Agreement, you may not sell, rent, sublicense, distribute or transfer the SOFTWARE or provide commercial hosting services with the SOFTWARE.

2.8 You agree that GeForce or Titan SOFTWARE: (i) is licensed for use only on GeForce or Titan hardware products you own, and (ii) is not licensed for datacenter deployment.

2.9 You may not use the SOFTWARE in any manner that would cause it to become subject to an open source software license, subject to the terms in the "Components Under Other Licenses" section below. 2.10 You acknowledge that the SOFTWARE as delivered is not tested or certified by NVIDIA for use in any system or application where the use of or failure of such system or application developed with the SOFTWARE could result in injury, death or catastrophic damage (each, a "Critical Application"). Examples of Critical Applications include use in avionics, navigation, autonomous vehicle applications, automotive products, 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. 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. 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 products or services that have been developed with or use the SOFTWARE (including for use in or for Critical Applications), and for use of the SOFTWARE outside of the scope of this Agreement or not in compliance with its terms.

3. Authorized Users.

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.

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 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. Support and Updates.

NVIDIA is not obligated to support any SOFTWARE, unless there is a separate agreement for this purpose. 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.

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>). You acknowledge and agree that it is your sole responsibility to obtain any additional third-party licenses required to make, have made, use, have used, sell, import, and offer for sale your products or services that include or incorporate any third-party software and content, including, without limitation, audio and/or video encoders and decoders and implementations of technical standards. NVIDIA does not grant to you under this Agreement any necessary patent or other rights, including standard essential patent rights, with respect to any third-party software and content.

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. Upon any termination, you must stop using and destroy all copies of the SOFTWARE. You can terminate this Agreement whenever you want by stopping use of the SOFTWARE and destroying all copies of the SOFTWARE. Your prior distributions according to this Agreement are not affected by termination. All provisions will survive termination, except for the licenses granted to you.

8. 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, (i) NVIDIA reserves all rights, interests, and remedies in connection with the SOFTWARE, and (ii) no other license or right is granted to you by implication, estoppel or otherwise. You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement.

9. Feedback.

You may, but you are not obligated to, provide suggestions, requests, fixes, modifications, enhancements, or other feedback regarding the SOFTWARE (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. You will not give Feedback (i) that you have reason to believe is subject to any restriction that impairs the exercise of the grant stated in this section; or (ii) subject to license terms which seek to require any product incorporating or developed using such Feedback, or other intellectual property of NVIDIA or its affiliates, to be licensed to or otherwise shared with any third party.

10. Governing Law and Dispute Resolution.

10.1 Informal Resolution. If you or NVIDIA have any dispute, claim or controversy arising out of or relating to the SOFTWARE or this Agreement ("Dispute"), the parties agree to work in good faith to resolve the Dispute informally. If you have a Dispute, you must first contact NVIDIA and give NVIDIA an opportunity to resolve it by contacting NVIDIA by mail at NVIDIA Corporation, ATTN: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051. Either you or NVIDIA may seek to have a Dispute resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or NVIDIA may seek to have a Dispute resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence at any time before an arbitrator is appointed, and you may also bring a Dispute in small claims court in the Superior Court of California, County of Santa Clara.

10.2 Binding Arbitration. For any Disputes that are not resolved informally or by the small claims court, you and NVIDIA each agree to resolve any such Dispute by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") (rules available at <https://www.jamsadr.com/>). Except as otherwise provided in this section, all issues are for the arbitrator to decide, including jurisdictional and arbitrability issues and the formation, existence, validity, interpretation, and scope of this arbitration provision. The arbitration will be conducted in Santa Clara County, California (or the nearest JAMS office to Santa Clara County), unless you request an in-person hearing in your hometown or you and NVIDIA agree otherwise. You and NVIDIA agree that the parties will arbitrate all Disputes, remedies, and requests for relief subject to individual arbitration first, the arbitrator will only

determine issues of liability on the merits of any claim asserted, and the arbitrator may only award declaratory or injunctive relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and NVIDIA agree that any remaining unresolved Disputes, remedies, or requests for relief may be pursued in court only after the arbitrator's award has been issued. In any later court proceeding, the arbitrator's factual findings will not be entitled to deference by the court. Nothing in these terms will prevent a party from seeking injunctive or other equitable relief from the courts in any jurisdiction to prevent the actual or threatened violation of that party's data security, intellectual property rights, or other proprietary rights. If for any reason this Section 10.2 is unenforceable concerning any Dispute, and a Dispute proceeds in a court of general jurisdiction, the Dispute will be exclusively brought in state or federal court located in Santa Clara County, California.

10.3 Class Action, Representative Action, & Jury Trial Waiver. All Disputes must be brought by a party in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and NVIDIA agree to waive the right to a jury trial, participate in class action lawsuits, class-wide arbitrations, any collective, consolidated, or other proceeding or request for relief where someone acts in a representative capacity.

10.4 Right to Opt-Out. You may opt-out of the foregoing jury trial, class action, arbitration, and collective or consolidated proceeding waiver provision by notifying NVIDIA in writing within 30 days of commencement of use of the SOFTWARE, within 30 days of the effective date of this Agreement, or within 30 days of any future change NVIDIA may make to this Section 10.4. Such written notification must be sent by mail to NVIDIA Corporation, Attn: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051 and must include (1) your name, (2) your address, (3) the reference to NVIDIA drivers as the software to which the notice relates, and (4) a clear statement indicating that you do not wish to resolve disputes through arbitration and demonstrating compliance with the 30-day time limit to opt-out. Any opt-out notification received after the opt-out deadline or not including the required items noted in (1)-(4) in the preceding sentence will not be valid and you will be required to pursue your Dispute in arbitration or small claims court. Opting out of this dispute resolution procedure will not affect the terms and conditions of this Agreement, which still apply to you. If you opt-out of any future change NVIDIA may make to this Section 10.4, the most recent version of Section 10.4 before the change you rejected will apply.

10.5 Governing Law. You and NVIDIA each agree that all Disputes will be governed by the Federal Arbitration Act, in addition to the internal substantive laws of the State of Delaware and the United States, without regard to or application of its conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any translation of this Agreement is done for local requirements and, if there is a dispute between the English and any non-English versions, you and NVIDIA agree that the English version of this Agreement will govern to the extent not prohibited by local law in your jurisdiction.

11. Disclaimer of Warranties.

THE SOFTWARE IS PROVIDED BY NVIDIA AS-IS AND WITH ALL FAULTS. TO THE FULLEST 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. WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT ANY CERTAIN CONTENT WILL BE AVAILABLE; OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

In addition, you agree that you are solely responsible for maintaining

appropriate data backups and system restore points for systems that include the SOFTWARE, and that NVIDIA will have no responsibility for any damage or loss to such systems (including loss of data or access) arising from or relating to (a) any changes to the configuration, application settings, environment variables, registry, drivers, BIOS, or other attributes of the system (or any part of such system) initiated through the SOFTWARE; or (b) installation of any SOFTWARE or third party software patches through the NVIDIA update service.

NO INFORMATION OR ADVICE GIVEN BY NVIDIA WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY PROVIDED IN THIS AGREEMENT. You are responsible for checking that a SOFTWARE version is the appropriate one for your NVIDIA product model, operating system, and computer hardware.

12. 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 (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.

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).

13. Data Collection.

If you are using the SOFTWARE on a Windows operating system, you hereby acknowledge that at the time of SOFTWARE installation, NVIDIA will access and collect data to: (a) properly configure and optimize the system for use with the SOFTWARE; (b) deliver content or service through SOFTWARE; and (c) improve NVIDIA products and services. Information collected may include configuration data such as GPU and CPU, and operating system.

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.

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.

14. 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 its rights or obligations under this Agreement by any means or operation of law, and any attempt to do so is null and void.

15. Trade Compliance.

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, including related documentation ("Protected Items") is a "Commercial product" 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 this 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.

17. Notices.

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. If NVIDIA needs to contact you about the SOFTWARE, you consent to receive the notices by email and that such notices will satisfy any legal communication requirements.

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.

19. No Waiver.

No failure or delay by a party to enforce any Agreement term or obligation will operate as a waiver by that party, or prevent the enforcement of such term or obligation later.

20. Licensing.

For any questions regarding this Agreement, please contact NVIDIA at driver-licensing@nvidia.com

(v. February 25, 2025)