

## NVIDIA DATA CENTER GPU MANAGER LICENSE

This license is a legal agreement between you and NVIDIA Corporation ("NVIDIA") and governs your use of the NVIDIA Data Center GPU Manager (DCGM) software and materials provided hereunder ("SOFTWARE").

This license 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 license. If you are entering into this license on behalf of a company or other legal entity, you represent that you have legal authority and "you" will mean the entity you represent.

By using the SOFTWARE, you affirm that you have reached the legal age of majority, you accept the terms of this license, and you take legal and financial responsibility for the actions of your permitted users.

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

1. LICENSE. Subject to the terms of this license, NVIDIA hereby grants you a non-exclusive, non-transferable license to install and use the SOFTWARE for your purposes in systems with NVIDIA GPUs.

2. LIMITATIONS. Your license to use the SOFTWARE is restricted as follows:

- a. You may not reverse engineer, decompile or disassemble, or remove copyright or other proprietary notices from any portion of the SOFTWARE or copies of the SOFTWARE.
- b. You may not modify or create derivative works of any portion of the SOFTWARE.
- c. Except as provided in this license, you may not sell, rent, sublicense, transfer or distribute the SOFTWARE, or make its functionality available to others.
- d. You may not bypass, disable, or circumvent any technical limitations, encryption, security, digital rights management or authentication mechanism in the SOFTWARE.
- e. You may not use the SOFTWARE in any manner that would cause it to become subject to an open source software license. As examples, licenses that require as a condition of use, modification, and/or distribution that the SOFTWARE be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

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 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 license by your authorized users.

4. UPDATES. NVIDIA is not obligated to support or update the SOFTWARE. This license also applies to SOFTWARE patches, workarounds or other updates, unless other terms accompany those items.

5. PRE-RELEASE VERSIONS. SOFTWARE versions identified as alpha, beta, preview, early access or otherwise as 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 commercial versions of NVIDIA software and materials. You may use a pre-release SOFTWARE version at your own risk, understanding that these versions are not intended for use in production or business-critical systems.

6. THIRD-PARTY COMPONENTS. The SOFTWARE may include third-party components with separate legal notices or terms as may be described in proprietary notices accompanying the SOFTWARE. If and to the extent there is a conflict between the terms in this license and the third-party license terms, the third-party terms control only to the extent necessary to resolve the conflict.

7. OWNERSHIP. NVIDIA reserves all rights, title and interest in and to the SOFTWARE not expressly granted to you under this license. The SOFTWARE and the related intellectual property rights therein are and will remain the sole and exclusive property of NVIDIA or its licensors. The SOFTWARE is copyrighted and protected by the laws of the United States and other countries,

and international treaty provisions.

8. FEEDBACK. You may, but are not obligated to, provide to NVIDIA suggestions, fixes, modifications, feature requests or other feedback regarding the SOFTWARE ("Feedback"). For any Feedback that you voluntarily provide, you hereby grant NVIDIA and its affiliates a perpetual, non-exclusive, worldwide, irrevocable license to use, reproduce, modify, license, sublicense (through multiple tiers of sublicensees), and distribute (through multiple tiers of distributors) the Feedback without the payment of any royalties or fees to you. NVIDIA will use Feedback at its choice.

9. NO WARRANTIES. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NVIDIA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. NVIDIA does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE.

10. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NVIDIA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, PROJECT DELAYS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF NVIDIA HAS PREVIOUSLY BEEN ADVISED OF, OR COULD REASONABLY HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NVIDIA'S AND ITS AFFILIATES TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS LICENSE EXCEED US\$10.00. THE NATURE OF THE LIABILITY OR THE NUMBER OF CLAIMS OR SUITS SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

11. TERMINATION. Your rights under this license will terminate automatically without notice from NVIDIA if you fail to comply with any term of this license or if you commence or participate in any legal proceeding against NVIDIA with respect to the SOFTWARE. NVIDIA may terminate this license with advance written notice to you, if 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. Upon any termination of this license, you agree to promptly discontinue use of the SOFTWARE and destroy all copies in your possession or control. All provisions of this license will survive termination, except for the license granted to you.

12. APPLICABLE LAW. This license 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 license. 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.

13. NO ASSIGNMENT. This license and your rights and obligations thereunder may not be assigned by you by any means or operation of law without NVIDIA's permission. Any attempted assignment not approved by NVIDIA in writing shall be void and of no effect.

14. EXPORT. The SOFTWARE is subject to United States export laws and regulations. You agree to comply with all applicable U.S. and international export laws, including the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce and economic sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). These laws include restrictions on destinations, end-users and end-use. By accepting this license, you confirm that you are not currently residing in a country or region currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the SOFTWARE.

15. GOVERNMENT USE. The SOFTWARE is, and shall be treated as being, "Commercial Items" as that term is defined at 48 CFR § 2.101, consisting of "commercial computer software" and "commercial computer software documentation",

respectively, as such terms are used in, respectively, 48 CFR § 12.212 and 48 CFR §§ 227.7202 & 252.227-7014(a)(1). Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions in this license pursuant to 48 CFR § 12.212 or 48 CFR § 227.7202. In no event shall the US Government user acquire rights in the SOFTWARE beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2).

16. 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.

17. ENTIRE AGREEMENT. This license is the final, complete and exclusive agreement between the parties relating to the subject matter of this license and supersedes all prior or contemporaneous understandings and agreements relating to this subject matter, whether oral or written. If any court of competent jurisdiction determines that any provision of this license is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. This license may only be modified in a writing signed by an authorized representative of each party.

(v. January 22, 2021)