

NVIDIA Community Model License

IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE USING THE NVIDIA MODELS.

This license agreement (“Agreement”) is a legal agreement between you, whether an individual or entity (“you”) and NVIDIA Corporation (“NVIDIA”) and governs the use of the NVIDIA AI Foundation Models, consisting of models including software, checkpoints, learnt weights, algorithms, parameters, configuration files, datasets and documentation, if and when available (collectively, “NVIDIA Models”).

This Agreement can be accepted only by an adult of legal age of majority in the country in which the NVIDIA Models are used. If you do not have the required age or authority to accept this Agreement, or if you do not accept all the terms and conditions of this Agreement, do not use the NVIDIA Models.

1. LICENSE GRANTS.

1.1 Service Grant. If you receive access to NVIDIA Models as part of an NVIDIA service, subject to the terms of this Agreement, you may access and use such NVIDIA Models with the service.

1.2 General Downloadable Grant. Except as described in Section 1.3 below, if you receive access to NVIDIA Models for download, subject to the terms of this Agreement, NVIDIA grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable (except as expressly permitted in this Agreement), license to: (a) install, use and reproduce NVIDIA Models, (b) create Derivative Models (as defined below), and (c) distribute NVIDIA Models and Derivative Models with a copy of this Agreement, except that to exercise these grants in production you must use an NVIDIA Inference Microservice runtime (NVIDIA NIM) available through an NVIDIA AI Enterprise subscription, unless:

(i) an NVIDIA Model is designated by NVIDIA for use with NVIDIA RTX or GeForce RTX GPUs if such NVIDIA Models are: (a) used on a PC or workstation with NVIDIA RTX or GeForce RTX GPUs and (b) not used in a commercial kiosk, server or similar system used to service multiple users, or

(ii) an NVIDIA Model listed at <https://docs.nvidia.com/models-aim-commercialized.pdf> is used in gaming applications with a NVIDIA AIM Plugin, and you obtain a separate production use license for the NVIDIA Model.

Contact NVIDIA sales for a subscription to NVIDIA AI Enterprise (see <https://www.nvidia.com/en-us/data-center/products/ai-enterprise/>). Contact NVIDIA Developer Relations for an NVIDIA Model license for gaming applications.

1.3 Product Grant. If you receive access to NVIDIA Models listed at <https://docs.nvidia.com/nvidia-models-for-nvidia-products.pdf> with an NVIDIA product, subject to the terms of this Agreement, NVIDIA grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable (except as expressly permitted in this Agreement), license to: (a) install, use and reproduce NVIDIA Models, and (b) create Derivative Models (as defined below), in all cases for use only with the NVIDIA product.

1.4 “Derivative Models” means (a) all derivatives, modifications, adaptations, extensions or enhancements to the NVIDIA Models, (b) works based on the NVIDIA Models, or (c) any other model that is created or initialized by transfer of patterns of the weights, parameters, activations or output of the NVIDIA Models, to the other model, in order to cause the other model to perform similarly to the NVIDIA Models, including (but not limited to) distillation methods that use intermediate data representations or methods based on the generation of synthetic data by the NVIDIA Models for training the other model.

2. LIMITED USE. The following terms apply to your use of the NVIDIA Models and Derivative Models as authorized in Section 1, and you are responsible for the consequences of non-conformance with these terms.

2.1 Limitations. You may not:

2.1.1 Use the NVIDIA Models and Derivative Models for purposes that are not permitted by this Agreement, inconsistent with the rights of others, or violate any applicable laws or regulations.

2.1.2 Use the NVIDIA Models, Derivative Models or any output or results of them to develop or improve any other AI models (excluding NVIDIA Models or Derivative Models), unless approved by NVIDIA in writing (email approval being sufficient).

2.1.3 Change or remove copyright or other proprietary notices in the NVIDIA Models or misrepresent the authorship of the NVIDIA Models.

2.1.4 Use the NVIDIA Models in any manner that would cause them to become subject to an open source software license; subject to the terms in the “Components Under Other Licenses” section below.

2.1.5 Use the NVIDIA Models or Derivative Models in a manner that infringes any third-party rights.

2.1.6 Bypass, disable, reduce the efficacy of, or circumvent any technical limitation, safety guardrail or associated safety guardrail hyperparameter, encryption, security, digital rights management, or authentication mechanism contained in the NVIDIA Models or Derivative Models.

2.2 Requirements. Your use of NVIDIA Models or Derivative Models are subject to the following requirements:

2.2.1 You must cause any modified files to carry prominent notices stating that you changed the files such that modifications are not misrepresented as original NVIDIA Models. Except as necessary to give attribution to works as described in this Section, you are not granted any trademark license under this Agreement.

2.2.2 You are solely responsible and must have sufficient rights or licenses for content used with NVIDIA Models.

2.2.3 You may use certain NVIDIA Models to create a custom text-to-speech application (“TTS Application”) for your personal use and may not distribute or offer TTS Applications as a service to third parties.

2.2.4 You agree that due to the nature of machine learning, output of NVIDIA Models may not be unique, could be generated by other licensees using the NVIDIA Models or derivatives thereof, and outputs created by other licensees are not yours. You are responsible for your outputs and their subsequent uses.

2.2.5 You will defend, indemnify and hold harmless NVIDIA and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all third-party 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: (a) products or services that have been developed or deployed with or use the NVIDIA Models or Derivative Models (including outputs, results or data generated from such use), or claims that they violate laws, or infringe, violate, or misappropriate any third party rights; or (b) a violation of the terms and conditions of this Agreement.

3. YOUR PRIVACY: COLLECTION AND USE OF INFORMATION.

3.1 Privacy Policy. 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, as well as visit the NVIDIA Privacy Center, located at <https://www.nvidia.com/en-us/about-nvidia/privacy-center/>, to manage your consent and privacy preferences.

3.2 Collection Purposes. NVIDIA may require certain personal information such as name, email address or entitlement information to provide you access to the NVIDIA Models.

3.3 Third Party Privacy Practices. The NVIDIA Models 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.

4. AI ETHICS. Use of the NVIDIA Models under the Agreement must be consistent with NVIDIA’s Trustworthy AI terms at <https://www.nvidia.com/en-us/agreements/trustworthy-ai/terms/>.

5. COMPONENTS UNDER OTHER LICENSES. The NVIDIA Models may include or be distributed with components provided with separate legal notices or terms that accompany the components, such as an Open Source Software

License or other third-party license. 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 License, 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>).

6. 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 NVIDIA Models, Derivative Models or any output or results of them. Upon any termination, you must stop using and destroy all copies of the NVIDIA Models and Derivative Models. Upon written request, you will certify in writing that you have complied with your commitments under this Section 6. All provisions of the Agreement will survive termination, except for the licenses granted to you (Section 1).

7. OWNERSHIP.

7.1 NVIDIA Ownership. The NVIDIA Models, including all intellectual property rights, are and will remain the sole and exclusive property of NVIDIA or its licensors. Except as expressly granted in this Agreement, (a) NVIDIA reserves all rights, interests and remedies in connection with the NVIDIA Models, and (b) no other license or right is granted to you by implication, estoppel or otherwise.

7.2 Your Ownership. Subject to the rights of NVIDIA and its suppliers in the NVIDIA Models and to the extent permitted by applicable law, as between you and NVIDIA, you hold all rights, title and interest in and to: (i) Derivative Models that you develop as permitted in this Agreement including their respective intellectual property rights, and (ii) outputs of the NVIDIA Models or Derivative Models, subject to the limitations in Section 2.2.4.

8. FEEDBACK. You may, but are not obligated to, provide suggestions, requests, fixes, modifications, enhancements, or other feedback regarding or in connection with NVIDIA Models (“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 hereby 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.

9. DISCLAIMER OF WARRANTIES. THE NVIDIA MODELS, OUTPUT OR RESULTS ARE PROVIDED “AS IS”. TO THE MAXIMUM 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 NVIDIA MODELS, OUTPUT OR RESULTS WILL MEET YOUR REQUIREMENTS OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING OR REDISTRIBUTING THE NVIDIA MODELS, OUTPUTS OR RESULTS AND ASSUME ANY RISKS ASSOCIATED WITH YOUR USE OF THE NVIDIA MODELS, OUTPUTS OR RESULTS.

10. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NVIDIA OR ITS AFFILIATES BE LIABLE UNDER ANY LEGAL THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE ARISING FROM THIS AGREEMENT, FOR ANY DAMAGES, INCLUDING DIRECT OR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS OF ANY KIND, EVEN IF NVIDIA OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. 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.

12. TRADE AND COMPLIANCE. You agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, as amended, including without limitation U.S. Export Administration Regulations and Office of Foreign Assets Control regulations. These laws include restrictions on destinations, end-users and end-use.

(v. January 30, 2025)