

NVIDIA RIVA ON LAUNCHPAD TERMS OF USE

These terms are a legal agreement between you and NVIDIA Corporation ("NVIDIA") for the use of the NVIDIA Riva on Launchpad, as updated from time to time.

By using the NVIDIA Riva, you are affirming that you have read and agree to these terms.

These terms can be accepted only by an adult of legal age of majority in the country in which the NVIDIA Riva is used.

If you are not old enough to enter into these terms or if you don't accept all the terms and conditions below, do not use the NVIDIA Riva.

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

1 Offering

The NVIDIA Riva on LaunchPad trial consists of services, software and content that enable you during your trial period to try NVIDIA Riva (the "Trial Offering") from NVIDIA servers. NVIDIA will at its sole discretion define which Trial Offering will be available for you to try.

Under these terms NVIDIA grants you a personal, non-exclusive, non-transferable license to: (a) access and use NVIDIA Riva, and (b) modify and create derivative works of samples or example source code delivered as part of NVIDIA Riva (if applicable), all the foregoing for trial purposes without use in production.

NVIDIA Riva versions on LaunchPad are available only for test purposes and may have design flaws, and reduced or different security, privacy, availability, and reliability standards relative to commercially provided NVIDIA software, materials and services. You will be provisioned for trial purposes with a NVIDIA hosted platform where you will be responsible for the secure deployment and management of the platform, as well as the security of applications and services you deploy on the platform. While NVIDIA Riva on LaunchPad is deployed in accordance with industry recommended practices, NVIDIA does not provide assurance over the security of your provisioned platform once handed over to you.

You may import training data, which may include (but is not limited to) audio recordings and associated transcriptions, ("Training Data") to experience/try the fine-tuning capabilities of NVIDIA Riva. Please import Training Data that you own or have sufficient rights and permissions to use, and no other content. Please do not provide Training Data that contains confidential information or any third-party patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy unless you have permission from that party or sufficient rights to do so. This Training Data will be deleted after the trial ends.

You acknowledge and agree that NVIDIA may, but is not obligated to, block, monitor, scan or review communications or content transmitted through the NVIDIA Riva on LaunchPad and that NVIDIA shall not be responsible for the content of any such communications or transmissions but may remove content as it deems appropriate, including if content: doesn't comply with these terms; pose a security risk; doesn't comply with the rights of others; or doesn't comply with applicable law, rule or regulation, or the order or requirement of a court, administrative agency or other governmental body.

2 Your Privacy

NVIDIA may require certain personal information such as name and email address in order to deliver or provide the services to you.

You hereby acknowledge that NVIDIA Riva may access and collect usage data such as ASR usage and TTS usage data to improve NVIDIA products and services, and diagnostic data, including crash reports, to provide technical support where requested.

You should 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.

3 Restrictions

Your use of NVIDIA Riva, including NVIDIA-provided software and materials, is subject to these restrictions:

3.1 You may not use NVIDIA Riva, which includes use of LaunchPad, including its internet connection, for any purpose other than as described in section 1 above.

3.2 You may not copy, sell, rent, sublicense, transfer or distribute or make available to others any portion of NVIDIA Riva.

3.3 You may not use NVIDIA servers for general cloud storage of your data. Further, you are solely responsible for any content that you upload or store, including any personal information relating to an identifiable individual, financial, health or governmental information, or any other information which may be subject to data privacy or data security laws, rules, or regulations.

3.4 You may not reverse engineer, decompile, disassemble, modify, create derivative works or remove copyright or other proprietary notices from any portion of NVIDIA Riva.

3.5 You may not misuse, disrupt or exploit NVIDIA Riva or NVIDIA servers for any unauthorized use, or try to access areas not intended for users, or use NVIDIA servers for any form of excessive automated bulk activity, or to relay any other form of unsolicited advertising or solicitation.

3.6 You may not use NVIDIA Riva to create or distribute to others any defamatory, obscene, pornographic, vulgar, offensive or violent content.

3.7 You shall not use NVIDIA Riva with any system or application where the use or failure of such system or application can reasonably be expected to threaten or result in personal injury, death, or catastrophic loss including, without limitation, use in connection with any avionics, navigation, military, medical, or life support or other life critical application ("Critical Applications"). You acknowledge that NVIDIA does not design, test, manufacture or certify NVIDIA Riva for use in the context of a Critical Application or processing of controlled or sensitive data, including (but not limited to) protected health information, personal data, payment card industry information or sensitive human subject research data such as biometric data, and NVIDIA shall not be liable to you or any third party, in whole or in part, for any claims or damages arising from such use.

3.8 You may not bypass, disable, or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in NVIDIA Riva.

4 The NVIDIA Riva General Terms

4.1 Ownership. NVIDIA Riva, including related intellectual property rights, is and will remain the sole and exclusive property of NVIDIA or its licensors. Except as expressly granted, NVIDIA and its licensors reserve all rights.

4.2 Feedback. NVIDIA and its affiliates are free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to NVIDIA or its affiliates regarding NVIDIA Riva ("Feedback"), including responses to questionnaires or through postings to NVIDIA Riva, including the NVIDIA website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products or services and creating, modifying or improving NVIDIA Riva, and you hereby assign to NVIDIA any and all rights, including but not limited to intellectual property rights, in any Feedback you provide. In addition, you agree not to enforce any Moral Rights (as defined below) in and to the Feedback, to the extent permitted by applicable law. A "Moral Right" means any right to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right." If you send any Feedback, whether or not solicited, you do so with the understanding that no additional consideration of any sort will be provided to you, and you hereby irrevocably waive any claim against NVIDIA and its affiliates regarding the use of such Feedback, even if information, an idea, concept, technique or material is used that is substantially similar to the Feedback you sent.

4.3 Updates. NVIDIA may at any time change, discontinue, or deprecate any part, or all, of NVIDIA Riva, or change or remove features or functionality of NVIDIA Riva, and your continued use of the NVIDIA Riva is deemed acceptance of such changes. Additionally, NVIDIA Riva may be temporarily unavailable, inaccessible or slow when NVIDIA is performing maintenance or upgrades or at other times for reasons not within NVIDIA's reasonable control.

4.4 Components Governed by Other Licenses. NVIDIA Riva may come bundled with, or otherwise include or be distributed with, components with separate legal notices or terms as may be described in proprietary notices accompanying NVIDIA Riva software or as described in documentation. If and to the extent there is a conflict between these terms and the license terms associated with a component, the license terms associated with the components control only to the extent necessary to resolve the conflict.

4.5 Indemnity. By using NVIDIA Riva you agree to defend, indemnify and hold harmless NVIDIA and its affiliates and their respective officers, directors, employees and agents from and against any claims, disputes, demands, liabilities, damages, losses, costs and expenses arising out of or in any way connected with your use of NVIDIA Riva in breach of these terms.

5 Termination

5.1 If you want to terminate these terms, you may do so by stopping your use of NVIDIA Riva.

5.2 Your right to use NVIDIA Riva terminates automatically without notice from NVIDIA (a) if you fail to comply with these terms, (b) if you engage in illegal or improper use of NVIDIA Riva, or (c) if you commence or participate in any legal proceeding against NVIDIA with respect to NVIDIA Riva. Additionally, NVIDIA may at any time terminate the availability or your use of NVIDIA Riva.

5.3 After termination NVIDIA has no obligation to retain and may delete or otherwise cease to provide access to the Trial Offerings and any other content associated with the trial at any time. All provisions of these terms which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

6 No Warranties

NVIDIA RIVA IS PROVIDED BY NVIDIA "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." TO THE MAXIMUM

EXTENT PERMITTED BY LAW, NVIDIA AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE.

7 Limitation 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, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OR PERFORMANCE OF NVIDIA RIVA, 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. IN NO EVENT WILL NVIDIA'S AND ITS AFFILIATES TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THESE TERMS EXCEED US\$10.00. THE NATURE OF THE LIABILITY OR THE NUMBER OF CLAIMS OR SUITS SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

These exclusions and limitations of liability shall apply regardless if NVIDIA or its affiliates have been advised of the possibility of such damages, and regardless of whether a remedy fails its essential purpose. These exclusions and limitations of liability form an essential basis of the bargain between the parties, and, absent any of these exclusions or limitations of liability, the provisions of these terms, including, without limitation, the economic terms, would be substantially different.

8 Governing Law; Dispute Resolution

8.1 Governing Law. These terms and all disputes that may arise from it or out of use of NVIDIA Riva in interstate commerce shall 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. You agree to these terms in the English language unless NVIDIA provided you these terms in another language.

8.2 Arbitration. For any claim against or dispute with NVIDIA relating to these terms or your use of NVIDIA Riva, please give NVIDIA a chance to resolve it and contact NVIDIA by U.S. Mail at NVIDIA Corporation, ATTN: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051. For any disputes that are not resolved informally, you and NVIDIA each agree to resolve any such dispute (excluding any NVIDIA claims for injunctive or other equitable relief) by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Santa Clara County, California under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. 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. Nothing in these terms shall 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 agreement to arbitrate is found not to apply to a dispute and as a result a dispute proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in Santa Clara County, California.

Class Action & Jury Trial Waiver. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION UNLESS SUCH ARBITRATION IS NECESSARY TO EFFECTUATE THE ENFORCEMENT OF THE COURT CLASS ACTION WAIVER OR IN THE EVENT THAT CLASS ARBITRATION IS EXPRESSLY AGREED TO BY NVIDIA. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND NVIDIA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Right to Opt-Out. YOU MAY OPT-OUT OF THE FOREGOING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION OF THESE TERMS BY NOTIFYING NVIDIA IN WRITING WITHIN 30 DAYS OF COMMENCEMENT OF USE OF NVIDIA RIVA. SUCH WRITTEN NOTIFICATION SHALL BE SENT TO ATTN: LEGAL, 2788 SAN TOMAS EXPRESSWAY, SANTA CLARA, CALIFORNIA, 95051 AND SHALL INCLUDE (1) YOUR NAME, (2) YOUR ADDRESS, (3) THE REFERENCE TO NVIDIA RIVA AS THE SERVICE THE NOTICE RELATES TO, 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.

9 Miscellaneous

9.1 You agree that you will not assign these terms or your rights and obligations by any means or operation of law without NVIDIA's permission. These terms do not create any third-party beneficiary rights.

9.2 If it turns out that any provision of these terms is not 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.

9.3 If NVIDIA needs to contact you about NVIDIA Riva, you consent to receive the notices by email or through NVIDIA Riva and agree that electronic notice 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.

9.4 You acknowledge that any software, technology or technical data provided by NVIDIA under these terms are subject to U.S. export controls and the service is subject to U.S. economic sanctions regulations. By using NVIDIA Riva, you confirm that you do not normally reside in any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving any software, technology or technical data.

9.5 These terms are the entire agreement between you and NVIDIA concerning NVIDIA Riva. If you do not comply with these terms, and NVIDIA doesn't take action right away, this doesn't mean that NVIDIA is giving up any rights that NVIDIA may have (such as taking action in the future).

9.6 NVIDIA may make changes to these terms from time to time. NVIDIA will publish the new terms at NVIDIA Riva website. The updated terms will be effective when published. Please review NVIDIA Riva terms of use on a regular basis. You understand and agree that your express acceptance of the updated terms of use or your use of NVIDIA Riva after the date of publication shall constitute your agreement to the updated NVIDIA Riva terms of use. If you do not agree with the updated terms, you must terminate your use of NVIDIA Riva.

(v. March 16, 2022)