Product-Specific Terms for NVIDIA Omniverse

These Product Specific Terms for NVIDIA Omniverse ("Omniverse Product-Specific Terms") are an exhibit to the NVIDIA Software License Agreement at https://www.nvidia.com/en-us/agreements/enterprise-software/nvidia-software-license-agreement/ (the "Agreement") and are incorporated as an integral part of the Agreement.

1. Scope. The Agreement and these Omniverse Product-Specific Terms govern the use of NVIDIA Omniverse including:

1.1 Enterprise Products, versions of the Kit SDK, Nucleus Enterprise, and Omniverse Cloud Containers, as updated from time to time,

1.2 Free SDKs, all publicly available versions of the Software, with the exception of the Software listed above as an Enterprise Product, as updated from time to time, and

1.3 Supported SDKs, the publicly available versions of OpenUSD Exchange SDK.

1.4 For the purposes of the Agreement:

   1.4.1 "Kit SDK" means an NVIDIA toolkit for Omniverse including extensions for the development of applications, microservices or plugins.

   1.4.2 "Nucleus" means an NVIDIA application that enables a database and collaboration service for Omniverse.

   1.4.3 "Omniverse Cloud Containers" means Omniverse software containers accessible via Omniverse APIs and deployable on Kubernetes in which Omniverse software is packaged, along with its libraries and dependencies, including NVIDIA's Omniverse inference microservices containers, such as USD Code and USD Search.

2. Grant. Section 1.1 of the Agreement is amended and restated to read as follows:

1.1 Subject to the terms of the Agreement, Customer's Order Form and license parameters of an Enterprise Product Part Number, and payment of applicable fees, NVIDIA grants Customer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable (except as expressly provided in the Agreement) license to do the following for the duration of the license:

   1.1.1 install, use, reproduce, create Derivative Samples, and configure (if applicable) the Software,

   1.1.2 offer as a service the Software and Derivative Samples in Compatible Applications on infrastructure Customer owns or leases, and

   1.1.3 sublicense and distribute the Software and Derivative Samples in Compatible Applications.

3. Limited Grant. Section 1.2 of the Agreement is amended and restated to read as follows:

1.2 Limited Grants. The grants above are further limited as follows:

   1.2.1 Users that receive an Enterprise Product identified as "not for resale" or "NFR" (typically a license to a distributor or reseller) may exercise only the grant in Section 1.1.1 above solely for internal evaluation or to demonstrate the Enterprise Product to others. Software offered as part of the developer program is not for use, distribution or deployment in production.

   1.2.2 Users that receive an Enterprise Product for trial may exercise the grants in Section 1.1 solely for the trial period.

   1.2.3 Users that receive an Enterprise Product via the NVIDIA developer program for Omniverse products have a personal use license to exercise only the grant in Section 1.1.1 above for Software that is part of this program (as updated by NVIDIA from time to time) solely for internal evaluation,

development or test purposes. Software offered as part of the developer program is not for use, distribution or deployment in production. NVIDIA will admit persons into the developer program for Omniverse products, as well as change or discontinue the program and its offerings, at NVIDIA's sole discretion.

4. License Types. Section 1.4 ("License Types") of the Agreement is amended to add the following:

    NVIDIA may offer and sell, with different prices and terms, Subscriptions for use of Enterprise Products in a designated platform. For example, NVIDIA may indicate that use of the Software within the NVIDIA Graphics Delivery Network (GDN) is subject to payment of GDN use fees and Customer is exempt from payment of fees for use of the Enterprise Product under this Agreement. If you obtained a Subscription at a different price solely for use in a particular platform (such as GDN) and you use in other platforms, NVIDIA or a reseller may invoice you to pay a higher value Enterprise Product Subscription.

5. A new subsection 1.7 is added to the Agreement as follows:
    1.7 <u>Requirements</u>. The requirements in this section apply to Software and Derivative Samples that Customer deploys as a service and for Customer to exercise the distribution grants:
    1.7.1 <u>Additional Functionality</u>. A Compatible Application or Customer service that Customer provides to third parties must have material additional functionality beyond the included portions of Software.

    1.7.2 <u>Notification of Misuse</u>. Customer agrees to notify NVIDIA in writing of any known or suspected use or distribution of Software and Derivative Samples not in compliance with the terms and conditions the Agreement, and to enforce the terms of Customer's agreements with respect to Software.
    1.7.3 <u>NVIDIA Works Notice</u>. The following notice must be included in Derivative Samples: "This software contains source code provided by NVIDIA Corporation."
    1.7.4 <u>Customer Agreements</u>. The terms under which Customer deploys as a service or distributes the Software and Derivative Samples must be at least as protective as the terms of the Agreement (including, but not limited to, terms relating to the grant, restrictions and protection of Intellectual Property Rights).

    1.7.5 <u>Use Report</u>. Customer must report upon NVIDIA's email request, no more than monthly, the Software in use by all users Customer enabled, quantity, start and end dates, and any other reasonably requested information for NVIDIA to determine the fees due.
    1.7.6 <u>Enterprise Support</u>. Subject to the terms of the Agreement, NVIDIA will provide Enterprise Support to Customer for the duration indicated in the Part Number, and Enterprise Support does not extend to any other parties.

    1.7.7 <u>License Administration</u>. Customer will be responsible for the administration of licenses and services to Customer's users during their use period.

6. A new subsection 6.3 is added to the Agreement as follows:
    6.3   <u>Source Code Offer</u>. To obtain source code for software provided under licenses that require redistribution of source code, including the GNU General Public License (GPL) and GNU Lesser General Public License (LGPL), contact oss-requests@nvidia.com. This offer is valid for a period of three (3) years from the date of the distribution of the product by NVIDIA CORPORATION.

7. Section 11.1 of the Agreement is amended and restated to read as follows:

    11.1 <u>Collection Purposes</u>. Customer hereby acknowledges that the Software collects the following data for the following purposes: (i) configuration, operating system and installation data to optimize for better performance; (ii) feature usage data to improve stability and understand user workflow; and (iii) performance logs for diagnostic and troubleshooting purposes. Further, NVIDIA may require certain

personal information such as name, email address, and entitlement information to deliver or provide the Software or Services to Customer and its authorized users.

If Customer is using Software without purchasing a Subscription License, Customer can opt-out of data collection by visiting https://docs.omniverse.nvidia.com/usd/latest/common/data-collection.html, and Customer can exercise the data subject rights by visiting Privacy Center | NVIDIA. If Customer is using the Software under a Subscription License, there is no data collection by default and Customer can opt-into data collection by visiting . Subscription License users can exercise data subject rights by submitting a request in Enterprise Support portal.

8.   Limitation. A new subsection 8.16 is added to the "Limitations" section of the Agreement as follows:

8.16 The following proprietary Software components are licensed only to run on systems with NVIDIA Platforms: Kit SDK and Omniverse Cloud Containers.

(v. January 30, 2025)