

PRODUCT-SPECIFIC TERMS FOR NVIDIA NETWORKING PRODUCTS

These Product-Specific Terms for Networking products ("Networking 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/> ("Agreement") and are incorporated as an integral part of the Agreement. For the purposes of these Product-Specific Terms, "NVIDIA" mean NVIDIA and its Affiliates.

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

1.1 Community Products means free and publicly-available versions of DOCA Microservices software.

1.2 Enterprise Products means Unified Fabric Manager software, DOCA Microservices and NetQ (as defined).

1.3 "DOCA Microservices" means NVIDIA software components operating on DPUs that offload, accelerate, and secure data center workloads, including the DOCA Platform Framework (DPF Operator), DOCA HBN (Routing on Host), DOCA Argus, DOCA SNAP VirtIO-FS, DOCA Firefly and DOCA Telemetry.

1.4 "NetQ" means NVIDIA's software platform that delivers visibility, provisioning, troubleshooting, actionable insights, and operational intelligence regarding the health of NVLink and Spectrum Ethernet fabrics.

1.5 "Unified Fabric Manager" means NVIDIA's software platform for monitoring and managing InfiniBand networks.

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

1.1 Grant. 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 license to do the following for the duration of the license:

1.1.1 install, use, reproduce, and configure (if applicable) the Software.

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 trial licenses to Enterprise Products are licensed for limited use under Section 1.1 solely for the trial period.

4. **Authorized Users.** Section 1.3 of the Agreement is amended and restated to read as follows:

1.3 Authorized Users.

1.3.1 Software Users. Under the Agreement, Customer Personnel may access and use the Software Offerings.

1.3.2 Customer Personnel. Customer is responsible for the compliance with the terms of the Agreement by Customer Personnel. Any act or omission that if committed by Customer would constitute a breach of the Agreement will be deemed to constitute a breach of the Agreement if committed by Customer Personnel.

5. **Limitation.** Section 8 of the Agreement is amended and restated to read as follows:

The following limitations and restrictions apply to the Software, and Customer is responsible for the consequences of non-conformance with these limitations:

- 8.1 Customer will use the Software exclusively for authorized purposes, consistent with the Agreement's terms and all applicable laws, regulations and the rights of others.
- 8.2 Customer acknowledges that the Software as delivered is an NVIDIA proprietary Software and are licensed only to run on NVIDIA Platforms.
- 8.3 Customer may not combine the use of paid and unpaid Software in a way that avoids incurring fees or exceeding use limits or quotas.
- 8.4 Customer may not reverse engineer, decompile, disassemble Software components provided in binary form, nor attempt in any other manner to obtain source code of such Software components.
- 8.5 Except as expressly granted in the Agreement, including the Product-Specific Terms, Customer may not copy, sell, resell, rent, sublicense, transfer, assign, timeshare, distribute, modify, or create derivative works of any portion of the Software, including, without limitation, in any publicly accessible software repositories.
- 8.6 Customer may not indicate that a product or service developed with the Software is sponsored or endorsed by NVIDIA unless expressly authorized in writing by NVIDIA.
- 8.7 Customer may not bypass, disable, or circumvent any technical limitations, encryption, security, digital rights management or authentication mechanism contained in the Software.
- 8.8 Customer may not use the Software components governed by the Agreement in any manner that would cause components to become subject to an OSS License or other shareware license.
- 8.9 Customer may not distribute or disclose to third parties the results of benchmarking, competitive analysis, regression or performance data relating to the Software without the prior written permission from NVIDIA, except as described at <https://docs.nvidia.com/nvidia-containers-benchmarking.pdf>.
- 8.10 Customer may not replace any NVIDIA software components in the Software that are governed by the Agreement with other software that implements NVIDIA application programming interfaces (APIs).
- 8.11 Customer may not reverse engineer, decompile or disassemble any portion of the output generated using Software elements for the purpose of translating such output artifacts to target a non-NVIDIA platform.
- 8.12 Customer may not use the Software or NVIDIA Confidential Information for the purpose of (i) developing competing products or technologies or assisting a third party in such activities, or (ii) identifying or supporting an assertion or potential assertion of any intellectual property rights against NVIDIA (including patent, copyright, or trade secret).
- 8.13 Customer acknowledges that the Software as delivered under the Agreement is not tested or certified by NVIDIA for use in any Critical Application. Beyond NVIDIA delivering the Software in accordance with the Agreement, NVIDIA will not be liable to Customer or any third party, in whole or in part, for any claims or damages arising from such uses. Customer is solely responsible for ensuring that systems and applications developed or deployed with the Software include

sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements.

8.14 Customer may not use the Software to infringe any third party's Intellectual Property Rights.

5. **Definitions.** Section 17.30 of the Agreement is amended and restated as follows:

17.30 "NVIDIA Platform" means a system with NVIDIA GPUs or NVIDIA CPUs, or for a networking system with NVIDIA DPUs, NVIDIA HCAs, or NVIDIA switches.

6. **Definitions.** New Section 17.49 is added as follows:

17.49 "DPU" means NVIDIA data processing units that offload, accelerate, and secure data center workloads.

(v. October 27, 2025)