

## PRODUCT SPECIFIC TERMS FOR NVIDIA AI PRODUCTS

These Product Specific Terms for NVIDIA AI products (“AI Product 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.

**Terms Consolidation.** *As of the date of publication, NVIDIA has consolidated the Product Specific Terms for NVIDIA Omniverse into these AI Products Terms. As a result, certain legacy definitions, including “NVIDIA Enterprise,” and “Omniverse Enterprise”, have been integrated or rebranded within this unified framework under “NVIDIA AI Enterprise”. Your current Subscription and Part Number remain valid until your Subscription Term ends. New purchases or renewals will transition to updated Part Numbers.*

**A. Scope.** The Agreement and these AI Product Terms govern the use of the Software listed below. Capitalized terms not defined here have the meanings given in the Agreement. Definitions in these AI Product Terms supplement the Agreement definitions for these specific Software and Services.

**A.1 “Community Products”** is amended to include the following: the Software in the NVIDIA NGC catalog at <https://ngc.nvidia.com/> (as updated from time to time), or any other publicly available no-cost software repositories, which are not part of NVIDIA AI Enterprise and are not Separate Components. Community Products include publicly available versions of NVIDIA Base Command Manager, NVIDIA AI Workbench and the NVIDIA OpenUSD Exchange SDK.

**A.2 “Custom TTS Application”** means a custom text-to-speech application that enables the creation of synthetic voice output that resembles an input voice.

**A.3 “DGX Systems”** means NVIDIA-branded DGX systems, except for DGX Spark which may be NVIDIA or OEM branded systems.

**A.4 “Enterprise Products”** is amended to include the following: Software in NVIDIA AI Enterprise, NVIDIA Base Command Manager software, NVIDIA AI Workbench software, NVIDIA Run:ai, NVIDIA DGX Software (as defined) and NVIDIA Mission Control.

**A.5 “NVIDIA AI Enterprise”** means NVIDIA AI software in the NVIDIA NGC AI Enterprise catalog at <https://ngc.nvidia.com/nvaie-supported>, including NVIDIA NIMs, NVIDIA NeMo, NVIDIA Omniverse (including Kit) and NVIDIA Run:ai (except as otherwise expressly permitted under these AI Product Terms), as updated from time to time.

**A.6 “NVIDIA DGX Software”** means NVIDIA-provided operating system and software specific for DGX Systems as indicated by NVIDIA in documentation, including the following if delivered: NVIDIA Base Command Manager, NVIDIA Magnum IO, NVIDIA Unified Fabric Manager, and other software and materials.

**A.7 “NVIDIA Mission Control”** means the NVIDIA provided software tool for management and monitoring NVIDIA GPU systems and includes features like cluster management, health monitoring and optimization.

## B. LICENSE GRANTS

**B.1 Expanded Grant.** Section 1.1 of the Agreement is amended and restated to read as follows:

1.1 Subject to the terms of the Agreement, the license parameters of an Enterprise Product Part Number (ordered through an NVIDIA authorized reseller or distributor) or Customer’s Order Form (ordered directly from NVIDIA, e.g. through a third-party marketplace) and payment of applicable fees, NVIDIA

hereby grants Customer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable (except as expressly provided in the Agreement) license during the Term to do the following:

- 1.1.1 install, use, reproduce, create Derivative Samples and Derivative Models, and configure the Software; and
- 1.1.2 for Software in these AI Product Terms:
  - 1.1.2.1 offer as a service the Software, Derivative Samples and Derivative Models as part of a Customer Product on infrastructure Customer owns or leases; and
  - 1.1.2.2 sublicense and distribute the Software, Derivative Samples and Derivative Models as part of a Customer Product.

**B.2 Limited Grants.** Section 1.2 of the Agreement is amended and restated to read as follows:

- 1.2 The grants in Section 1.1 above are further limited as follows:
  - 1.2.1 “not for resale” or “NFR” licenses to Enterprise Products (typically a license to a distributor or an authorized reseller or distributor) are licensed for limited use under Section 1.1.1 solely for internal evaluation or to demonstrate the Enterprise Product to others, and not for other uses, distribution or deployment in production.
  - 1.2.2 trial licenses to Enterprise Products are licensed for limited use under Section 1.1.1 solely for the trial period.

**B.3 Requirements for Distribution.** A new Section 1.7 is added to the Agreement as follows:

- 1.7 Requirements for Distribution. To exercise the grants in Section 1.1.2.1 and 1.1.2.2 Customer must comply with the following requirements:
  - 1.7.1 NVIDIA Notice File. The following notice must be included in source files of distributed Derivative Samples and Derivative Models: “This software contains source code provided by NVIDIA Corporation.”
  - 1.7.2 Use Reporting. Customer must report upon NVIDIA’s email request, no more than monthly, the Software in use by Customer Personnel and Customer End Users Customer enabled, quantity, start and end dates, and any other reasonably required information for NVIDIA to determine the fees due.

## **C. PRODUCT SPECIFIC RESTRICTIONS.**

**C.1 Software Restrictions.** These restrictions apply to the Software in these AI Product Terms:

- 1.1 Emotion Recognition. Customer may not use the Software or any of its components for the purpose of emotion recognition.
- 1.2 Custom TTS Application. Customer may create a Custom TTS Application for their own use but cannot offer it as a service to third parties or distribute it as part of a Customer Product as described in Section 1.1.2. Customer must have sufficient rights and licenses for content used with a Custom TTS Application to generate new content.
- 1.3 DGX Software. NVIDIA DGX Software is only licensed for use in DGX Systems. Firmware licensed for specific DGX Systems may not be used in other products.
- 1.4 NVIDIA AI Workbench. NVIDIA AI Workbench is licensed for use under Section 1.1.1 and Section 1.1.2.2, and not licensed for use under Section 1.1.2.1.

**C.2 Platform Specific License Types.** Section 1.4 (License Types) of the Agreement is amended to add the following:

NVIDIA may offer Enterprise Product Subscriptions at different prices and terms solely for use on designated platforms, such as IGX, DGX Spark, or RTX PRO Server. If you obtain a Subscription specifically for one of these platforms, your license is restricted to use solely on that particular platform, NVIDIA or an authorized reseller or distributor may invoice you for the difference in fees for a full, unrestricted Enterprise Products Subscription.

#### **D. ADDITIONAL LIMITATIONS.**

**D.1** Section 8.5 of the Agreement is amended to add the following at the end of the existing section:

Notwithstanding the foregoing, with respect to Software governed by these AI Product Terms, Customer may sublicense and distribute Software, Derivative Samples and Derivative Models as part of a Customer Product to the extent expressly permitted under Sections 1.1.2.1 and 1.1.2.2 of these AI Product Terms, subject to compliance with Section 1.7.

**D.2** Section 8 of the Agreement is amended to add a new subsection 8.15 as follows:

8.15 NVIDIA Platform Requirement. The following proprietary Software components are licensed solely to run on systems with NVIDIA Platforms: (a) NVIDIA software development kits (such as CUDA toolkit, TensorRT, cuDNN), (b) NVIDIA drivers, and (c) NVIDIA Omniverse.

**D.3** Source Code Offer. A new subsection 6.1 is added to the Agreement as follows:

6.1 Source Code Offer. To obtain source code for Omniverse Software provided under licenses that require redistribution of source code, contact [oss-requests@nvidia.com](mailto:oss-requests@nvidia.com). This offer is valid for a period of three (3) years from the date of NVIDIA's distribution of the product.

**E. NIMs FOR WORKSTATIONS.** NVIDIA inference microservices (NIMs) designated by NVIDIA for use with NVIDIA RTX, GeForce RTX GPUs or NVIDIA Grace-Blackwell client systems as a Community Product may be used without the purchase of a Subscription or Services if such NIMs are: (a) used on a PC or workstation with NVIDIA RTX or NVIDIA GeForce RTX GPUs, and (b) not used in a commercial kiosk, server or other system used to service multiple users. For other uses of these NIMs, you may purchase an NVIDIA AI Enterprise Subscription or obtain a license under an NVIDIA program, as available.

**F. NVIDIA DEVELOPER PROGRAMS.** If Customer obtains a personal use license for Enterprise Products through the NVIDIA developer program, Customer may exercise the Section 1.1.1 grants for Software designated and updated by NVIDIA from time to time, solely for internal evaluation, development or testing for non-production purposes. Software offered as part of the developer program is not for use, distribution or deployment in production. Customer will not include developer program Software in a Customer Product. NVIDIA may, at its sole discretion, admit persons to the developer program, or change or discontinue such offerings at any time.

#### **G. DATA COLLECTION.**

**G.1** Section 11.1 of the Agreement is amended to add product specific details as follows:

**11.1.1** NIM Containers. Customer acknowledges that NIM container releases that collect data, collect it for the following purposes: (a) to properly configure and optimize products for use with Software; and (b) to improve NVIDIA products and services. NIM containers that collect telemetry will have environment variables to enable or disable data collection. When enabled with telemetry mode, telemetry information collected includes: (i) microservice settings, (ii) usage data and (iii) hardware environment. Customer can disable telemetry collection by setting the environment variable `NIM_TELEMETRY_MODE=0` and enable telemetry collection by setting `NIM_TELEMETRY_MODE=1`. For more details on NIM container telemetry, see the

listing page for each NIM container in the NVIDIA NGC AI Enterprise catalog at: <https://ngc.nvidia.com/nvaie-supported>.

**11.1.2** TAO Toolkit. Customer acknowledges that TAO Toolkit releases that collect data, collect it for the following purposes: (a) to properly configure and optimize products for use with Software; (b) to deliver content or service through the Software; and (c) to improve NVIDIA products and services. When enabled, telemetry information collected includes: (i) installed application versions used with Software, and (ii) performance, invocation and usage data. For Tao Toolkit releases that qualify as NVIDIA AI Enterprise Products, telemetry collection is disabled by default. For releases where telemetry is enabled by default, Customer can disable telemetry collection by setting the TELEMETRY\_OPT\_OUT environment variable or configuring telemetry opt-out parameters in deployment configurations.

**11.1.3** Omniverse. Customer acknowledges that Omniverse releases that collect data, collect it for the following purposes: (a) to properly configure and optimize products for use with the Software, and (b) to improve NVIDIA products and services. When enabled, telemetry data collected includes: (i) microservice settings, (ii) usage data, and (iii) hardware environment. Instructions for disabling collection of telemetry data are available at <https://docs.omniverse.nvidia.com/usd/latest/common/data-collection.html>.

(April 1, 2026)