

NVIDIA Dataset License Agreement

This NVIDIA Dataset License Agreement (“Agreement”) is a legal agreement between you, whether an individual or entity (“you”) and NVIDIA Corporation with an address 2788 San Tomas Expressway, Santa Clara, California 95051 (“NVIDIA”) and governs the use of certain datasets, including any annotations and metadata attached to the datasets, provided by NVIDIA (“Dataset”).

This Agreement can be accepted only by an adult of legal age of majority in the country in which the Dataset are used.

If you don’t have the required age or authority to accept this Agreement or if you don’t accept all the terms and conditions of this Agreement, do not use the Dataset.

You agree to use the Dataset only for purposes expressly permitted by this Agreement and in accordance with any applicable law or regulation in the relevant jurisdictions.

1. **License Grant.** Subject to the terms of this Agreement, NVIDIA grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable, license to download, use, reproduce, modify, and create derivative works of the Dataset, in each case solely for your training and development of AI Solutions (“Purpose”). “AI Solutions” means any artificial intelligence (“AI”) based models or machine learning algorithm and associated parameters and associated weights.
2. **Authorized Users.** You may allow your employees and contractors and Affiliates’ employees and contractors (all such users collectively “Authorized Users”) to access and use the Dataset from your secure network for the Purpose on your behalf. You are responsible for the compliance with the terms of this Agreement by your authorized users. Any act or omission by your authorized users that if committed by you would constitute a breach of this Agreement will be deemed to constitute a breach of this Agreement. “Affiliates” means an entity that owns or controls, is owned or controlled by, or is under common ownership or control with you, where “control” is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
3. **Limitations.** Your license to use the Dataset is restricted as follows:
 - 3.1 The rights granted to you in Section 1 and 2 are for the Purpose only.
 - 3.2 You may not sell, rent, sublicense, transfer, distribute, embed, or host the Dataset (in whole or in part), or otherwise make the Dataset (in whole or in part) available to others.
 - 3.3 You may not change or remove copyright or other proprietary notices in the Dataset.
 - 3.4 You may not use the Dataset in any manner that would cause it to become subject to an open source license.
 - 3.5 You may not use the Dataset for any unlawful, harmful, or unethical purpose, including but not limited to: violating any applicable law, regulation, or third-party rights; developing any technology or systems intended to cause harm to individuals or groups; or facilitate fraud, deception, or other malicious conduct.
4. **AI Ethics.** Your use of the Dataset must be consistent with NVIDIA’s [Trustworthy AI Terms](#).
5. **Ownership.** As between you and NVIDIA and to the maximum extent under applicable law, the Dataset, including all intellectual property rights, is and will remain the sole and exclusive property of NVIDIA or its licensors. Except as expressly granted in this Agreement, (i) NVIDIA reserves all rights, interests and remedies in connection with the Dataset, and (ii) no other license or right is granted to you by implication, estoppel or otherwise.
6. **Feedback.** You may, but are not obligated to, provide suggestions, requests, fixes, modifications, enhancements, or other feedback regarding or in connection with your use of the Dataset (collectively, “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.

7. **Termination.** This Agreement will automatically terminate (a) if you fail to comply with any of the terms in this Agreement or (b) if you commence or participate in any legal proceeding against NVIDIA with respect to the Dataset. Upon termination, you must stop using and destroy all copies of the Dataset. Upon written request, you will certify in writing that you have complied with your commitments under this section. All provisions will survive termination, except for the licenses granted to you.

8. **Disclaimer of Warranties.** THE DATASET IS PROVIDED BY NVIDIA AS-IS AND WITH ALL FAULTS. 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.

9. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, WILL NVIDIA BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE ARISING OUT OF OR AS A RESULT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE DATASET (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES), EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **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.

11. **Indemnity.** You will indemnify and hold harmless NVIDIA and its affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees and costs of establishing the right of indemnification) arising out of or related to your use of the Dataset.

12. **General.**

12.1 **No Assignment.** NVIDIA may assign, delegate or transfer its rights or obligations under this Agreement by any means or operation of law. You may not, without NVIDIA's prior written consent, assign, delegate or transfer any of your rights or obligations under this Agreement by any means or operation of law, and any attempt to do so is null and void.

12.2 **No Waiver.** No waiver of any term of the Agreement will be deemed a further or continuing waiver of such term or any other term, and NVIDIA's failure to assert any right or provision under the Agreement will not constitute a waiver of such right or provision.

12.3 **Trade Compliance.** Company agrees to comply with all applicable export, import, trade and economic sanctions laws and regulations, including the Export Administration Regulations and Office of Foreign Assets Control regulations. These laws include restrictions on destinations, end-users and end-use.

12.4 **Notices.** 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, with a copy emailed to legalnotices@nvidia.com.

12.5 Independent Contractors. The parties are independent contractors, and this Agreement does not create a joint venture, partnership, agency or other form of business association between the parties. Neither party will have the power to bind the other party or incur any obligation on its behalf without the other party's prior written consent

12.6 Severability. If a court of competent jurisdiction rules that a provision of this Agreement is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable and the remainder of this Agreement will continue in full force and effect.

12.7 Construction. The headings in the Agreement are included solely for convenience and are not intended to affect the meaning or interpretation of the Agreement. As required by the context of the Agreement, the singular of a term includes the plural and vice versa.

12.8 Entire Agreement. Regarding the subject matter of this Agreement, the parties agree that (a) this Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior and contemporaneous communications and (b) any additional or different terms or conditions, whether contained in purchase orders, order acknowledgments, invoices or otherwise, will not be binding and are null and void.

(v November 21, 2025)