



**ACCELERATED
COMPUTING**

NVIDIA SOFTWARE LICENSE AGREEMENT FOR HPC SOFTWARE DEVELOPMENT KIT

Release 26.9

NVIDIA Corporation

Sep 22, 2026

Contents

NOTICE: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE DOWNLOADING, COPYING OR USING THE LICENSED SOFTWARE.

THIS SOFTWARE LICENSE AGREEMENT ("SLA") IS A LEGAL AGREEMENT BETWEEN YOU, THE LICENSEE (A SINGLE PERSON, INSTITUTION, OR LEGAL ENTITY) ("YOU"), AND NVIDIA CORPORATION, A DELAWARE CORPORATION HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 2788 SAN TOMAS EXPRESSWAY, SANTA CLARA CA AND ITS SUBSIDIARIES ("NVIDIA") FOR THE LICENSED SOFTWARE, ASSOCIATED MEDIA, PRINTED MATERIAL, ELECTRONIC DOCUMENTATION OR ANY PORTION THEREOF ("SOFTWARE"). NVIDIA IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS SLA. PLEASE READ THE SLA CAREFULLY. BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THIS SOFTWARE, YOU ACCEPT ALL OF THE TERMS OF THIS SLA. IF YOU DO NOT AGREE TO THE TERMS OF THIS SLA, DO NOT DOWNLOAD, INSTALL, COPY OR OTHERWISE USE THIS SOFTWARE.

1. OWNERSHIP.

The SOFTWARE distributed and licensed to You hereunder, including, if and when provided, any updates furnished to You for free or for additional fees, is proprietary to NVIDIA or its licensors (NVIDIA and licensors hereafter referred to as "Licensors"). The SOFTWARE is not sold, and instead is only licensed for Your use, strictly in accordance with this SLA. The SOFTWARE is protected by copyright laws and international treaty provisions.

- (i) The Licensors retain all right, title and interest to, and ownership of, the SOFTWARE and modifications, including their respective intellectual property rights, subject to Your rights under subsection 1(ii) below and the terms in Section 3. All rights not expressly granted in this SLA are reserved.
- (ii) You retain all right, title and interest to, and ownership of Your applications and Your derivative works of the sample source code delivered, including their respective intellectual property rights, subject to Licensor's rights as described in subsection 1(i) above.

2. LICENSE.

2A) Grant

Subject to the terms and conditions of this SLA, NVIDIA hereby grants You a limited, non-transferable, and non-exclusive license, without the right to sublicense or distribute (except as expressly provided in this SLA), to:

- (i) Install and use the SOFTWARE:
 - a. only on computer system(s) running a specific operating system on which the SOFTWARE is designed to run and for which the SOFTWARE is intended to produce an executable image ("Target Systems"), and
 - b. only by the number of concurrent users for which Your corresponding product configuration has been licensed,
- (ii) Modify and create derivative works of sample source code delivered in the SOFTWARE,
- (iii) Distribute the below described distributable SOFTWARE in an application that You build with the SOFTWARE that provides material additional functionality beyond that included with the SOFTWARE ("End-User Application") to users within Your organization as well as third party users outside Your organization ("Sublicensees") only for use on Target Systems, subject to the Distribution Requirements indicated in this SLA. The distributable SOFTWARE is

(continues on next page)

(continued from previous page)

as follows:

- a. SOFTWARE compiled or linked into, and inseverable from, Your End-User Application, or
- b. files contained or listed in folders or directories whose names begin with "REDIST" within the SOFTWARE installation ("Run-Time Files") that are required by, and bundled with, Your End-User Application.

2B) Distribution Requirements

For SOFTWARE versions that are not "Pre-Release" versions as defined in Section 2C below, You may exercise the distribution license grant above subject to all of the following:

- (i) The terms under which you distribute Your End-User Application must be consistent with the terms of this SLA, including (without limitation) terms relating to the license grant and license restrictions and protection of NVIDIA's intellectual property rights,
- (ii) You may identify NVIDIA as the SOFTWARE licensor or as having NVIDIA Target System compatibility, where appropriate, provided that You shall not otherwise use NVIDIA's name or trademarks to market, endorse, or promote any End-User Application without prior written permission from NVIDIA,
- (iii) The distributable portions of the SOFTWARE shall only be accessed by Your End-User Application,
- (iv) You will not allow Sublicensees to remove any copyright or other proprietary notice from the SOFTWARE,
- (v) You will not allow Sublicensees to modify, create derivative works reverse engineer, disassemble or attempt in any manner to obtain the source code of the SOFTWARE,
- (vi) You shall disclaim any and all warranties on behalf of Licensors,
- (vii) You shall disclaim, to the maximum extent permitted by law, Licensors' and their respective affiliates' liability for all damages, direct or indirect, incidental or consequential, that may arise from any use of the SOFTWARE,
- (viii) You shall not export the SOFTWARE, directly or indirectly, in violation of U.S. export control laws or any export or import regulations in other countries,
- (ix) You shall strictly prohibit the further distribution of the Run-Time Files by users of an End-User Application, and
- (x) You shall include the following notice in Your modifications and derivative works of sample source code that are distributed: "This software contains source code provided by NVIDIA Corporation."
- (xi) You agree to notify NVIDIA in writing of any known or suspected distribution or use of the SOFTWARE not in compliance with the requirements of this SLA, and to enforce the terms of your agreements with respect to distributed SOFTWARE.

2C) Pre-Release SOFTWARE

SOFTWARE versions identified as alpha, beta, preview, "early access", or otherwise as "Pre-Release", may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercial versions of NVIDIA software and materials. Use of a Pre-Release version may result in unexpected results, loss of data,

(continues on next page)

(continued from previous page)

project delays or other unpredictable damage or loss.

You may use a Pre-Release version internally, at Your own risk, understanding that Pre-Release versions are not intended for distribution or for use in production or business-critical systems.

Only You may use an application compiled with a Pre-Release version. You do not have any rights to distribute or otherwise transfer an application compiled with a Pre-Release version.

NVIDIA may choose not to make available a commercial version of any Pre-Release SOFTWARE. NVIDIA may also choose to abandon development and terminate the availability of a Pre-Release version at any time without liability.

3. THIRD PARTY SOFTWARE.

You acknowledge that the SOFTWARE may come bundled with, or otherwise include or be distributed with open source, freeware, or other software provided to NVIDIA under license from third parties ("Third Party Components"). Such software is provided to You subject to the terms and conditions that accompany and are applied to such Third Party Components by third parties, and may require notices and/or additional terms and conditions, which are made a part of and incorporated by reference into the SLA. Please be sure to consult the individual product files and/or documentation for specific copyright notices and author attributions. Use of the Third Party Components is subject to the third party license terms in addition to this SLA. To the extent the terms of this license conflict with the terms of such third party licenses with respect to the Third Party Components, the terms of such third party licenses will govern.

4. RESTRICTIONS.

- 4A) You may make copies of the SOFTWARE in machine-readable form solely for archival or backup purposes, or for distribution as expressly permitted in this SLA. You shall retain copyright notices and other proprietary legends on the SOFTWARE and all copies of the SOFTWARE. You may not modify or create derivative works, in whole or in part, based on the SOFTWARE, except as expressly authorized in this SLA. You may not reverse engineer, de-compile, or disassemble the SOFTWARE, or attempt in any manner to obtain the source code. You may not rent, lease, loan, sublicense, or transfer, electronically or otherwise, the SOFTWARE to others or authorize any portion of the SOFTWARE to be copied onto another individual or legal entity's computer except as expressly provided in this SLA. For clarity, you may not distribute or sublicense the SOFTWARE as a stand-alone product. The SOFTWARE is licensed as a single product. You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in the SOFTWARE. Unless you have an agreement with NVIDIA for this purpose, you may not indicate that an application created with the SOFTWARE is sponsored or endorsed by NVIDIA.
- 4B) You acknowledge that the Licensors have valuable intellectual property rights in the SOFTWARE and agree to respect and protect such intellectual property rights. No right, title, or interest in or to any trademark, service mark, logo or trade name of the Licensors is granted under this SLA.

(continues on next page)

(continued from previous page)

- 4C) You acknowledge and agree that the SOFTWARE is not designed, manufactured or intended for use in connection with the design, construction, maintenance, and/or operation of any system or application where the use or failure of such system or application could result in a situation that threatens the safety of human life or results in catastrophic damages (including, for example, in on-line control equipment in hazardous environments such as nuclear activities, aircraft navigation or control, or life support systems). The Licensors disclaim any express or implied warranty of fitness for such uses. NVIDIA SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY, IN WHOLE OR IN PART, FOR ANY CLAIMS OR DAMAGES ARISING FROM SUCH USES.
- 4D) You will not use the SOFTWARE so that any part of it becomes subject to an Excluded License. As used in this SLA, an "Excluded License" is one that requires, as a condition of use, modification, and/or distribution, that
- (i) the SOFTWARE be disclosed or distributed in source code form; or
 - (ii) others have a right to modify it, or
 - (iii) the SOFTWARE becomes redistributable at no charge, or
 - (iv) the SOFTWARE loses its proprietary nature.
- 4E) Under no circumstances should anything in this SLA be construed as NVIDIA granting by implication, estoppel or otherwise, (i) a license to any NVIDIA product or technology other than the SOFTWARE; or (ii) any additional license rights for the SOFTWARE other than the licenses expressly granted in this SLA.

5. FEEDBACK.

You may, but are not obligated to, provide NVIDIA any suggestions, comments and feedback regarding the SOFTWARE delivered to You hereunder("Feedback"). NVIDIA and its affiliates may use and include any Feedback that You have voluntarily provided to improve the SOFTWARE and other NVIDIA products or technologies. Accordingly, if You provide Feedback, You grant NVIDIA and its affiliates and their licensees a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license grant to freely use, have used, sell, modify, reproduce, transmit, license, sublicense (through multiple tiers of sublicensees), distribute (through multiple tiers of distributors), and otherwise commercialize the Feedback in the SOFTWARE and other products or technologies.

6. LIMITED WARRANTY; LIMITATION OF LIABILITY.

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSORS FURTHER DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER PECUNIARY LOSS ARISING OUT OF THIS SLA OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF THE LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT NVIDIA OR ITS AFFILIATES MAY BE HELD LEGALLY

(continues on next page)

(continued from previous page)

LIABLE TO YOU BY A COURT OF COMPETENT JURISDICTION UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, THE MAXIMUM LIABILITY SHALL NOT EXCEED THE APPLICABLE PURCHASE PRICE OF THE SOFTWARE OR ONE THOUSAND DOLLARS (US\$1,000), WHICHEVER IS GREATER.

NVIDIA has no obligation to support or provide any updates of the SOFTWARE.

You agree that You are solely responsible for maintaining appropriate data backups and system restore points for Target Systems.

7. INDEMNITY AND AUDIT.

You agree to indemnify, defend, and hold the Licensors and their respective employees, directors, officers, and agents harmless from and against any and all claims, liabilities, damages, penalties, settlements, and costs and expenses (including, without limitation, reasonable attorneys' fees and court or arbitration costs), (collectively "Claims") arising from, or resulting from:

- (i) Your breach of any term or condition of this SLA;
- (ii) alleged or actual infringement of the intellectual property or other proprietary rights of a third party by You or Your Sublicensees;
- (iii) the use, modifications, derivative works or distribution of the SOFTWARE by You or Your Sublicensees;
- (iv) combination of the SOFTWARE or derivative products with other software, products or materials not in accordance with the terms of this SLA; or
- (v) any acts or omissions by You, Your employees, directors, officers, and agents or Sublicensees either under this SLA or outside its scope, including personal injury, death, or property damage to anyone or anything.

NVIDIA reserves the right, upon reasonable prior written notice to You and during Your normal business hours, to audit Your use of the SOFTWARE and any derivative products made therefrom to confirm Your compliance with the terms of this SLA.

8. EXPORT.

You acknowledge that the SOFTWARE is subject to U.S. Export law. This includes both the Export Administration Regulations (the "EAR") and the Office of Foreign Assets Control ("OFAC") and You agree to comply with these laws. You confirm that You will not export or re-export the SOFTWARE, directly or indirectly, to: (1) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, Syria and the Crimea region); (2) any end user who You know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, You are responsible for complying with any local laws which may impact Your right to import, export or use the SOFTWARE. You acknowledge that the use of the SOFTWARE or any NVIDIA products by military end-users or for military end-uses is prohibited in China, Russia, and Venezuela.

(continues on next page)

(continued from previous page)

9. SOFTWARE MANUALS.

All proprietary documentation provided with the SOFTWARE is copyrighted and may not be copied, photographed, reproduced, translated or reduced to any electronic medium or machine-readable form in whole or in part without the express, written, prior approval of NVIDIA.

10. GOVERNMENT USE.

The SOFTWARE has been developed at private expense and is "commercial item" consisting of "commercial computer software" and "commercial computer software documentation" provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions in this SLA pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs(b)(1) and (2) of the Commercial Computer SOFTWARE - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is NVIDIA, 2788 San Tomas Expressway, Santa Clara, CA 95051.

11. TERMINATION.

The license granted to You in this SLA is effective until terminated.

11A) This SLA will automatically terminate if You fail to comply with any of the terms and conditions hereof. You may terminate the license at any time by returning and/or destroying the SOFTWARE together with all copies. Upon termination of the license for any reason, You agree to destroy all copies of the SOFTWARE.

11B) If You commence or participate in any legal proceeding against NVIDIA with respect to the SOFTWARE, then NVIDIA may, in its sole discretion, suspend or terminate license grants or any other rights provided under this SLA during the pendency of such legal proceedings.

12. SURVIVING TERMS.

In the event this SLA is terminated for any reason, all provisions shall survive termination except for the license grants to You.

13. NO ASSIGNMENT.

This SLA, and each party's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by You without NVIDIA's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this SLA shall be binding upon assignees.

14. CONTROLLING LAW AND COMPLETE AGREEMENT.

This SLA shall be construed and interpreted under the laws of the state of Delaware, not including its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. You and NVIDIA agree that all disputes arising out of this SLA shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within Santa Clara County, California, and both parties

(continues on next page)

(continued from previous page)

hereby consent to the personal and exclusive jurisdiction and venue of these courts. If any provision of this SLA, or portion thereof, is found to be unenforceable, that provision shall be enforced to the maximum extent possible and the remainder of this SLA shall continue in full force and effect.

15. PRIVACY NOTICE & CONSENT TO COLLECTION AND USE OF INFORMATION.

You hereby acknowledge that during installation and compilation the SOFTWARE may access and collect data in order to: (a) properly configure and optimize for Target Systems; (b) deliver content or service through the SOFTWARE; and (c) improve NVIDIA products and services. Information collected by the SOFTWARE may include: (i) configuration data; (ii) operating system and driver configuration; (iii) installed applications; (iv) applications settings, performance and usage data; and (v) usage metrics of the SOFTWARE.

NVIDIA may require certain personal information such as Your name, email address and user credentials in order to deliver or provide products or services to You.

The SOFTWARE may contain links to websites and services. NVIDIA encourages You to review the privacy statements on those sites and services that You choose to visit so that You can understand how they may collect, use and share Your data. NVIDIA is not responsible for the privacy statements or practices of sites and services controlled by other companies or organizations.

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, and the NVIDIA Privacy Center, located at <https://www.nvidia.com/en-us/privacy-center/>, to manage Your consent and privacy preferences.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS SLA AND AGREE TO BE BOUND BY ITS TERMS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND NVIDIA AND THAT IT SUPERSEDES ANY PRIOR AGREEMENT, ORAL OR WRITTEN, ANY PROPOSAL, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND NVIDIA RELATING TO THE SUBJECT MATTER OF THIS SLA.

Rev 2020-June

~

Copyright

©2022-2026, NVIDIA Corporation & affiliates. All rights reserved