

## NVIDIA TensorRT Source Code License Agreement

This TensorRT Source Code License Agreement (the “Agreement”) is a legal agreement between the entity you represent, or if no entity is identified, you individually (“you” or “your”) and NVIDIA Corporation and its Affiliates (“NVIDIA”) and governs your use of the Licensed Materials that NVIDIA provides to you under this Agreement. NVIDIA and you are each a “party” and collectively the “parties.”

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

If you don’t have the required age or authority to accept this Agreement, or if you don’t accept all of the terms and conditions of this Agreement, do not use the Licensed Materials. You agree to use the Licensed Materials only for purposes that are permitted by this Agreement and any applicable law or regulation in the relevant jurisdictions.

### 1. **DEFINITIONS.** The following definitions apply to this Agreement:

- 1.1. “Affiliate” means an entity that owns or controls, is owned or controlled by, or is under common ownership or control with a party, 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.
- 1.2. “Authorized Employees” means your employees who (a) have a “need to know” or “need to access” the Licensed Materials for the Purpose, and (b) have signed a confidentiality agreement that includes obligations regarding the Licensed Materials that are no less restrictive than the obligations in this Agreement.
- 1.3. “Binary Code” means any binary code of the TensorRT materials in binary form, including updates, that NVIDIA provides to you under this Agreement.
- 1.4. “Confidential Information” means any non-public information, including this Agreement and its terms, provided in any format by one party to the other party under this Agreement during the term, that was designated or identified by the disclosing party as confidential, or should be known by the receiving party when exercising reasonable business judgment to be confidential given the nature or circumstances of its disclosure.
- 1.5. “Documentation” means any documentation or other information related to the Binary Code or Source Code NVIDIA provides to you under this Agreement.
- 1.6. “Licensed Materials” means the Source Code and Binary Code, and any related techniques, algorithms, underlying ideas, and structure NVIDIA provides to you under this Agreement, and any related Documentation NVIDIA provides to you under this Agreement.
- 1.7. “Modifications” means modifications to and derivative works of the Source Code either party creates under Section 2.1(a) of this Agreement.
- 1.8. “Open Source Software” means any software, data or documentation subject to any license identified as an open source license by the Open Source Initiative (<http://opensource.org>), Free Software Foundation (<http://www.fsf.org>) or other similar open source organization or listed by the Software Package Data Exchange (SPDX) Workgroup under the Linux Foundation (<http://www.spdx.org>).
- 1.9. “Purpose” means only for your employees to: (a) test and identify possible debug, performance or stability issues related to the Licensed Materials for use in your platforms or systems with NVIDIA GPUs, and (b) use the Licensed Materials on your platforms or systems with NVIDIA GPUs and only as licensed under Section 2.1 of this Agreement.

1.10. “Source Code” means source code of the TensorRT materials, including but not limited to the the C++ files compiled into libtensorrt\_llm\_batch\_manager\_static.a, that NVIDIA provides to you under this Agreement. Source Code may also include CUDA custom implementations of neural network layers and any other software in source code form, including updates, that NVIDIA provides to you under this Agreement.

**2. LICENSES.**

2.1. License to you. Subject to the terms of this Agreement and solely for the Purpose, NVIDIA grants to you during the Term a limited, non-exclusive, non-transferable, revocable, non-sublicensable (except as expressly permitted in Section 2.1(d) of this Agreement), royalty-free license to:

- (a) install, test, use, reproduce, modify, copy, create derivative works, and compile the Source Code and Modifications, in each case internally only;
- (b) install, use and reproduce the Binary Code;
- (c) reproduce, install, execute and deploy only compiled versions of the Licensed Materials and compiled versions of Modifications made under subsection (a) of this Section 2.1 in your systems and platforms, ;
- (d) make available or disclose only compiled versions of Licensed Materials and Modifications only to your contractors and original design manufacturers (including right to have contractors and original design manufacturers use and install) for the sole purpose of enabling services to you in connection with your systems and platforms with the Licensed Materials and NVIDIA GPUs, under terms at least as restrictive as this Agreement, and only after receiving prior written permission from NVIDIA by contacting your account manager; and,
- (e) use the Documentation.

Provided that (a) through (e) are only licensed for use: (i) with NVIDIA TensorRT software, and (ii) on your systems or platforms with NVIDIA GPU(s), except that Licensed Materials may be present on systems without NVIDIA GPUs if not running on such systems.

2.2. No Implied Licenses. Except as expressly granted in this Agreement, no other license or right is granted to you by implication, estoppel or otherwise.

**3. LICENSE LIMITATIONS.** The following license limitations apply to your use of the Licensed Materials:

- 3.1. You may not use the Licensed Materials or Modifications other than as permitted in Section 2 above.
- 3.2. You may not use the Licensed Materials other than with NVIDIA TensorRT software and on systems with NVIDIA GPU(s).
- 3.3. You may not use the Licensed Materials, included any related techniques, for any reason other than the Purpose, even if use is on NVIDIA GPUs.
- 3.4. You may not use the Licensed Materials to develop competing products or technologies or assisting a third party in such activities.
- 3.5. You may not disclose the Source Code to anyone other than Authorized Employees and subcontractors in accordance with Section 4 of this Agreement.
- 3.6. You may not reverse engineer, decompile, or disassemble the Binary Code or compiled code, nor attempt in any other manner to obtain source code, underlying ideas, algorithm or structure of Binary Code or compiled code.

- 3.7. Except as expressly provided in Section 2.1(d) and Section 4.2 of this Agreement, you may not sell, transfer, assign, distribute, rent, loan, lease, sublicense or otherwise make available the Licensed Materials or its functionality to third parties, unless expressly separately licensed to do so by NVIDIA.
- 3.8. You may not change or remove copyright or other proprietary notices in the Licensed Materials.
- 3.9. You may not bypass, disable, or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in the Licensed Materials.
- 3.10. You may not use the Licensed Materials in any manner that would cause it to become subject to an Open Source Software license.
- 3.11. You may not disclose the results of any benchmarking or other competitive analysis or regression or performance data relating to the Licensed Materials or use the results of any benchmarking or competitive analysis to develop competing products or technologies or assisting a third party in such activities.
- 3.12. You may not use the Licensed Materials' source code, underlying ideas, algorithm or structure with any other software, including other NVIDIA software.
- 3.13. You will not use the Licensed Materials, Modifications, or NVIDIA's confidential information to:  
(a) identify or support an assertion or potential assertion of any intellectual property rights (including patent, copyright, or trade secret); or (b) prepare, file, amend, or prosecute any patent applications.

#### **4. AUTHORIZED USERS.**

- 4.1. Authorized Employees. You will grant access to the Source Code only to your Authorized Employees and will maintain a list of such authorized employees to be managed by a project lead.
- 4.2. Subcontractors. You may make available or disclose the Source Code to subcontractors to do work on your behalf for the sole purpose of integrating the Licensed Materials in your products and services, provide that: (a) you receive prior written permission from NVIDIA by contacting your account manager, (b) your subcontractors use the Source Code only as permitted under this Agreement, and (c) your subcontractors have signed an agreement that binds them to terms at least as restrictive as this Agreement. You will be liable for all acts and omissions of your subcontractors and all acts and omissions of your subcontractors will be treated as your own under this Agreement.

#### **5. CONFIDENTIALITY**

- 5.1. Right to Use Confidential Information. The receiving party may use the disclosing party's Confidential Information only to exercise its rights and perform its obligations under this Agreement. The receiving party may disclose the disclosing party's Confidential Information to its affiliates, directors, officers, employees, contractors, independent external auditors, and advisors (including legal and accounting) who have a need to know that information in their work for the receiving party under this Agreement and who are bound to protect that information under obligations of confidentiality at least as restrictive as those described in this Agreement. The receiving party will not disclose the disclosing party's Confidential Information to any third party, except as expressly authorized in this Agreement, without first having written approval of the disclosing party. The receiving party will protect the Confidential Information of the disclosing party with at least the same degree of care that the receiving party uses to protect its own similar confidential and proprietary information, but no less than a reasonable degree of care. If the disclosing party sends a written request, the receiving party will promptly return or destroy all Confidential Information received from the disclosing party, together with copies, except that a party may retain archival copies in accordance with its document retention policy or as required by law.

5.2. **Exceptions.** Confidential Information does not and will not include information that: (a) was in the public domain at the time it was communicated to the receiving party by the disclosing party, or later entered the public domain other than by a breach of this Agreement by the receiving party, (b) is or was rightfully received or known by the receiving party without restriction on disclosure or any obligation of confidentiality, (c) is or was independently developed by or for the receiving party without using any of the disclosing party's Confidential Information, or (d) is or was generally made available by the disclosing party without restriction on disclosure. The receiving party will not be liable for disclosure of Confidential Information required to be disclosed in response to a valid order by a court or other governmental body of competent jurisdiction, if the receiving party provides the disclosing party with prior written notice of the required disclosure to permit the disclosing party to seek confidential treatment of such information and the receiving party discloses only the information necessary to comply with the requirements.

6. **SECURITY.** You will take adequate measures to protect the security and confidentiality of the Licensed Materials by performing the following:

6.1. **Copying.** You will obtain all copies of the Source Code directly from NVIDIA's NVOnline Portal at <https://partners.nvidia.com/>, access to be provided, via registered and authenticated login.

6.2. **Access.** Relevant Authorized Employees will be issued login credentials for access to the Source Code. If any employee having access to the Source Code is reassigned or terminates employment with you, you will remind the person of his/her confidentiality obligations, and you will promptly take steps to recover and delete copies of the Source Code from said individual. You will use commercially reasonable efforts to inform NVIDIA so that the employee's access to NVIDIA's NVOnline Portal is appropriately deactivated, where applicable.

6.3. **Storage.** All copies of the Licensed Materials will be stored in a manner consistent with the manner you store your software and materials of like importance, for example the Source Code will be stored by you similarly to how you store your own source code.

6.4. **Notification.** Each party agrees to notify the other party in writing in a timely manner of any known or suspected violation of obligations under this Section 6 of the Agreement, including a description of the event, and to cooperate in good faith to resolve any non-compliance.

7. **COMPONENTS UNDER OTHER LICENSES.** The Licensed Materials may include or be distributed with third-party Open Source Software provided to NVIDIA under an Open Source Software license. Open Source Software delivered with the Licensed Materials is subject to the relevant third-party Open Source Software license terms, including any proprietary notices, disclaimers, requirements and extended use rights. In the event of any conflict between this Agreement's terms and the applicable third-party Open Source Software license terms, this Agreement will prevail regarding the use of the Open Source Software, unless the third-party Open Source Software license requires its license terms to prevail.

8. **OWNERSHIP.** The Licensed Materials and any Modifications thereto, including all intellectual property rights, is and will remain the sole and exclusive property of NVIDIA or its licensors. This Agreement does not provide for any transfer of title or ownership of NVIDIA's owned or licensed intellectual property.

9. **MODIFICATIONS AND FEEDBACK.**

9.1. **Modifications.** You may, but are not required to, deliver to NVIDIA any Modifications. NVIDIA will provide instructions for delivery of any Modifications to NVIDIA under this Agreement.

9.2. **Feedback.** You may, but are not obligated to, provide suggestions, requests, fixes, enhancements, Modifications, or other feedback regarding the Licensed Materials or products, services, technologies or

other materials of NVIDIA or its affiliates (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 grants 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. You will not give Feedback (i) that you have reason to believe is subject to any restriction that impairs the exercise of the grant stated in this section, such as third-party intellectual property rights; or (ii) subject to license terms that seek to require any product incorporating or developed using such Feedback, or other intellectual property of NVIDIA or its affiliates, to be licensed to or otherwise shared with any third party.

- 10. NO WARRANTIES. All Licensed Materials and Confidential Information disclosed are provided “AS IS”. To the fullest 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.**
- 11. LIMITATION OF LIABILITY.**
  - 11.1. Except for breach of confidentiality obligations (Section 5) or breach of the intellectual property licenses under this Agreement (Sections 2 and 3), to the fullest extent permitted by applicable law in no event will either party be liable for any (i) indirect, punitive, special, incidental or consequential damages, or (ii) damages for the (a) cost of procuring substitute goods or (b) loss of profits, revenues, use, data or goodwill arising out of or related to this agreement, whether based on breach of contract, tort (including negligence), strict liability, or otherwise, and even if NVIDIA has been advised of the possibility of such damages and even if a party's remedies fail their essential purpose.**
  - 11.2. Except for breach of confidentiality obligations (Section 5) or breach of the intellectual property licenses under this Agreement (Sections 2 and 3), to the maximum extent permitted by applicable law, either party's total cumulative aggregate liability for any and all liabilities, obligations or claims arising out of or related to this agreement will not exceed one-hundred U.S. dollars (US\$100).**
- 12. TERM AND TERMINATION.**
  - 12.1. Term. This Agreement has an initial duration of one (1) year starting from the first date of your download of the Licensed Materials (“Initial Term”), unless terminated earlier in accordance with its terms. At the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each, a “Renewal Term”), unless terminated earlier in accordance with its terms. The Initial Term and each Renewal Term are collectively referred to as the “Term”.**
  - 13. Termination. Either party may terminate this Agreement at any time with five (5) days' advance written notice to the other party, or immediately upon notice if there is a breach of the Agreement, including of confidentiality obligations. NVIDIA may immediately suspend or terminate all license grants and any other rights provided under this Agreement if you or your Affiliates commence or participate in any legal proceeding against NVIDIA or its customers concerning the Licensed Materials, Modifications, or any other NVIDIA software or products.**
- 13.1. Effect of Termination. Upon any expiration or termination of this Agreement, you will promptly discontinue use of the Licensed Materials and destroy all copies in your possession or control. Upon written request, you will certify in writing that you have destroyed the Licensed Materials.**

13.2. **No Prospective Liability.** Each party acknowledges and agrees that neither party will incur any liability for any damage, loss or expense of any kind suffered or incurred by the other related to the expiration or any termination of this Agreement.

13.3. **Survival.** Upon any termination of this Agreement, all provisions survive except for the licenses granted to you under Section 2.

**14. GENERAL.**

14.1. **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, agreements, invoices or otherwise, will not be binding on the receiving party and are null and void.

14.2. **Severability and Amendment.** 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. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

14.3. **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 its rights or obligations under this Agreement by any means or operation of law, and any attempt to do so is null and void.

14.4. **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.

14.5. **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.

14.6. **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.

14.7. **Trade Compliance.** You agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, as amended, including without limitation U.S. Export Administration Regulations and Office of Foreign Assets Control regulations. Any violation of such laws by you will void any warranty for the associated products and technologies. You confirm (a) your understanding that export or reexport of certain NVIDIA products or technologies may require a license or other approval from appropriate authorities and (b) that it will not export or reexport any products or technology, directly or indirectly, without first obtaining any required license or other approval from appropriate authorities, (i) to any countries that are subject to any U.S. or local export restrictions (currently including, but not necessarily limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, the Region of Crimea, Donetsk People's Republic Region and Luhansk People's Republic Region); (ii) to any end-user who it knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or

biological weapons, missiles, rocket systems, unmanned air vehicles capable of a maximum range of at least 300 kilometers, regardless of payload, or intended for military end-use, or any weapons of mass destruction; (iii) to any end-user who has been prohibited from participating in the U.S. or local export transactions by any governing authority; or (iv) to any known military or military-intelligence end-user or for any known military or military-intelligence end-use in accordance with U.S. trade compliance laws and regulations.

- 14.8. **Government Rights.** The Licensed Materials (“Protected Items”) are “Commercial products” as this term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in, respectively, 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 & 252.227-7014(a)(1). Before any Protected Items are supplied to the U.S. Government, you will (i) inform the U.S. Government in writing that the Protected Items are and must be treated as commercial computer software and commercial computer software documentation developed at private expense; (ii) inform the U.S. Government that the Protected Items are provided subject to the terms of the Agreement; and (iii) mark the Protected Items as commercial computer software and commercial computer software documentation developed at private expense. In no event will you permit the U.S. Government to acquire rights in Protected Items beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2) or 252.227-7013(c) except as expressly approved by NVIDIA in writing.
- 14.9. **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](mailto:legalnotices@nvidia.com). If NVIDIA needs to contact you about the Software, you consent to receive the notices by email and agree that such notices will satisfy any legal communication requirements.
- 14.10. **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.