

NVIDIA Open Model License Agreement

This NVIDIA Open Model License Agreement (the “Agreement”) is a legal agreement between the Legal Entity You represent, or if no entity is identified, You and NVIDIA Corporation and its Affiliates (“NVIDIA”) and governs Your use of the Models that NVIDIA provides to You under this Agreement. NVIDIA and You are each a “party” and collectively the “parties.”

NVIDIA models released under this Agreement are intended to be used permissively and enable the further development of AI technologies. Subject to the terms of this Agreement, NVIDIA confirms that:

- Models are commercially useable.
- You are free to create and distribute Derivative Models.
- NVIDIA does not claim ownership to any outputs generated using the Models or Model Derivatives.

By using, reproducing, modifying, distributing, performing or displaying any portion or element of the Model or Derivative Model, or otherwise accepting the terms of this Agreement, you agree to be bound by this Agreement.

1. **Definitions.** The following definitions apply to this Agreement:

- 1.1. “Derivative Model” means all (a) modifications to the Model, (b) works based on the Model, and (c) any other derivative works of the Model. An output is not a Derivative Model.
- 1.2. “Legal Entity” means the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, “control” means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares, or (c) beneficial ownership of such entity.
- 1.3. “Model” means the machine learning model, software, checkpoints, learnt weights, algorithms, parameters, configuration files and documentation shared under this Agreement.
- 1.4. “You” or “Your” means an individual or Legal Entity exercising permissions granted by this Agreement.

2. **Conditions for Use, License Grant, AI Ethics and IP Ownership.**

2.1. **Conditions for Use.** The Model and any Derivative Model are subject to additional terms as described in Section 2 and Section 3 of this Agreement and govern Your use. If You institute copyright or patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Model or a Derivative Model constitutes direct or contributory copyright or patent infringement, then any licenses granted to You under this Agreement for that Model or Derivative Model will terminate as of the date such litigation is filed. NVIDIA may update this Agreement to comply with legal and regulatory requirements at any time and You agree to either comply with any updated license or cease Your copying, use, and distribution of the Model and any Derivative Model.

2.2. **License Grant.** The rights granted herein are explicitly conditioned on Your full compliance with the terms of this Agreement. Subject to the terms and conditions of this Agreement, NVIDIA hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, revocable (as stated in Section 2.1) license to publicly perform, publicly display, reproduce, use, create derivative works of, make, have made, sell, offer for sale, distribute (through multiple tiers of distribution) and import the Model.

2.3. **AI Ethics.** NVIDIA is committed to safety, trust and transparency in AI development. NVIDIA encourages You to (a) ensure that the product or service You develop, use, offer as a service or distributes meets the legal and ethical requirements of the relevant industry or use case, (b) take reasonable measures to address unintended bias and to mitigate harm to others, including underrepresented or vulnerable groups, and (c) inform users of the nature and limitations of the product or service. NVIDIA expressly prohibits the use of its products or services for any purpose in violation of applicable law or regulation, including but not limited to (a) illegal surveillance, (b) illegal collection or processing of biometric information without the consent of the subject where required under applicable law, or (c) illegal harassment, abuse, threatening or bullying of individuals or groups of individuals or intentionally misleading or deceiving others.

2.4. NVIDIA owns the Model and any Model Derivatives created by NVIDIA. Subject to NVIDIA’s underlying ownership rights in the Model or its Model Derivatives, You are and will be the owner of Your Model Derivatives. NVIDIA claims no ownership rights in outputs. You are responsible for outputs and their subsequent uses. Except as expressly granted in this Agreement, (a) NVIDIA reserves all rights, interests and remedies in connection with the Model and (b) no other license or right is granted to you by implication, estoppel or otherwise.

3. **Redistribution.** You may reproduce and distribute copies of the Model or Derivative Models thereof in any medium, with or without modifications, provided that You meet the following conditions:

- 3.1. If you distribute the Model, You must give any other recipients of the Model a copy of this Agreement and include the following attribution notice within a "Notice" text file with such copies: "Licensed by NVIDIA Corporation under the NVIDIA Open Model License"; and
- 3.2. You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Models as a whole, provided Your use, reproduction, and distribution of the Model otherwise complies with the conditions stated in this Agreement.
4. **Trademarks.** This Agreement does not grant permission to use the trade names, trademarks, service marks, or product names of NVIDIA, except as required for reasonable and customary use in describing the origin of the Model and reproducing the content of the "Notice" text file.
5. **Disclaimer of Warranty.** Unless required by applicable law or agreed to in writing, NVIDIA provides the Model on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Model, Derivative Models and outputs and assume any risks associated with Your exercise of permissions under this Agreement.
6. **Limitation of Liability.** In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, will NVIDIA be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Agreement or out of the use or inability to use the Model, Derivative Models or outputs (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if NVIDIA has been advised of the possibility of such damages.
7. **Indemnity.** You will indemnify and hold harmless NVIDIA from and against any claim by any third party arising out of or related to your use or distribution of the Model, Model Derivatives or outputs.
8. **Feedback.** NVIDIA appreciates your feedback, and You agree that NVIDIA may use it without restriction or compensation to You.
9. **Governing Law.** 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.
10. **Trade and 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. These laws include restrictions on destinations, end-users and end-use.

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