



NVIDIA DOCA

End-user License Agreement

Table of Contents

Chapter 1. NVIDIA DOCA License..... 1

Chapter 1. NVIDIA DOCA License

This license is a legal agreement between you and Mellanox Technologies, Ltd. ("NVIDIA Mellanox") and governs the use of the NVIDIA DOCA software and materials provided hereunder ("SOFTWARE").

This license can be accepted only by an adult of legal age of majority in the country in which the SOFTWARE is used. If you are under the legal age of majority, you must ask your parent or legal guardian to consent to this license. If you are entering this license on behalf of a company or other legal entity, you represent that you have legal authority and "you" will mean the entity you represent.

By using the SOFTWARE, you affirm that you have reached the legal age of majority, you accept the terms of this license, and you take legal and financial responsibility for the actions of your permitted users.

You agree to use the SOFTWARE only for purposes that are permitted by (a) this license, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

1. LICENSE. Subject to the terms of this license, NVIDIA Mellanox hereby grants you a non-exclusive, non-transferable license, without the right to sublicense (except as expressly provided in this license) to:
 - a). Install and use the SOFTWARE,
 - b). Modify and create derivative works of sample or reference source code delivered in the SOFTWARE, and
 - c). Distribute the following portions of the SOFTWARE as incorporated in object code format into a software application, subject to the distribution requirements indicated in this license: API headers, drivers, libraries and sample applications.

BlueField SNAP software and materials, if delivered to you under this license, are licensed only for use in BlueField DPUs and subject to license fees Per DPU. "Per DPU" license means a license that allows concurrent authorized users to use the SOFTWARE in a single DPU under the license, and in some cases the SKU or documentation will indicate the maximum number of concurrent authorized users or virtual machines per DPU. Notwithstanding contrary terms in Section 1 above, you may not use or copy BlueField SNAP software without the necessary licenses.

2. DISTRIBUTION REQUIREMENTS. These are the distribution requirements for you to exercise the grants above:

- a). An application must have material additional functionality, beyond the included portions of the SOFTWARE.
 - b). The following notice shall be included in modifications and derivative works of source code distributed: "This software contains source code provided by Mellanox Technologies Ltd."
 - c). You agree to distribute the SOFTWARE subject to the terms at least as protective as the terms of this license, including (without limitation) terms relating to the license grant, license restrictions and protection of NVIDIA Mellanox's intellectual property rights. Additionally, you agree that you will protect the privacy, security and legal rights of your application users.
 - d). You agree to notify NVIDIA Mellanox in writing of any known or suspected distribution or use of the SOFTWARE not in compliance with the requirements of this license, and to enforce the terms of your agreements with respect to the distributed portions of the SOFTWARE.
3. **AUTHORIZED USERS.** You may allow employees and contractors of your entity or of your subsidiary(ies) to access and use the SOFTWARE from your secure network to perform work on your behalf. If you are an academic institution you may allow users enrolled or employed by the academic institution to access and use the SOFTWARE from your secure network. You are responsible for the compliance with the terms of this license by your authorized users.
4. **LIMITATIONS.** Your license to use the SOFTWARE is restricted as follows:
- a). The SOFTWARE is licensed for you to develop applications only for their use in systems with NVIDIA DPUs or adapter products or related adapter products.
 - b). Except as provided in this Agreement, you may not modify, reverse engineer, decompile or disassemble, or remove copyright or other proprietary notices from any portion of the SOFTWARE or copies of the SOFTWARE.
 - c). You may not disclose the results of benchmarking, competitive analysis, regression or performance data relating to the SOFTWARE without the prior written permission from NVIDIA Mellanox.
 - d). Except as expressly provided in this license, you may not copy, sell, rent, sublicense, transfer, distribute, modify, or create derivative works of any portion of the SOFTWARE. For clarity, unless you have an agreement with NVIDIA Mellanox for this purpose you may not distribute or sublicense the SOFTWARE as a stand-alone product.
 - e). Unless you have an agreement with NVIDIA Mellanox for this purpose, you may not indicate that an application created with the SOFTWARE is sponsored or endorsed by NVIDIA Mellanox.
 - f). You may not bypass, disable, or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in the SOFTWARE.
 - g). You may not replace any NVIDIA Mellanox software components in the SOFTWARE that are governed by this license with other software that implements NVIDIA Mellanox APIs.
 - h). You may not use the SOFTWARE in any manner that would cause it to become subject to an open-source software license. As examples, licenses that require

as a condition of use, modification, and/or distribution that the SOFTWARE be:
(i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

- i). Unless you have an agreement with NVIDIA Mellanox for this purpose, you may not use the SOFTWARE with any system or application where the use or failure of the system or application can reasonably be expected to threaten or result in personal injury, death, or catastrophic loss. Examples include use in avionics, navigation, military, medical, life support or other life critical applications. NVIDIA Mellanox does not design, test or manufacture the SOFTWARE for these critical uses and NVIDIA Mellanox shall not be liable to you or any third party, in whole or in part, for any claims or damages arising from such uses.
 - j). You agree to defend, indemnify and hold harmless NVIDIA Mellanox and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, fines, restitutions and expenses (including but not limited to attorney's fees and costs incident to establishing the right of indemnification) arising out of or related to your use of the SOFTWARE outside of the scope of this license, or not in compliance with its terms.
5. UPDATES. NVIDIA Mellanox may, at its option, make available patches, workarounds or other updates to this SOFTWARE. Unless the updates are provided with their separate governing terms, they are deemed part of the SOFTWARE licensed to you as provided in this license. You agree that the form and content of the SOFTWARE that NVIDIA Mellanox provides may change without prior notice to you. While NVIDIA Mellanox generally maintains compatibility between versions, NVIDIA Mellanox may in some cases make changes that introduce incompatibilities in future versions of the SOFTWARE.
 6. PRE-RELEASE VERSIONS. 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, availability, and reliability standards relative to commercial versions of NVIDIA Mellanox software and materials. You may use a pre-release SOFTWARE version at your own risk, understanding that these versions are not intended for use in production or business-critical systems. NVIDIA Mellanox may choose not to make available a commercial version of any pre-release SOFTWARE. NVIDIA Mellanox may also choose to abandon development and terminate the availability of a pre-release SOFTWARE at any time without liability.
 7. COMPONENTS UNDER OTHER LICENSES. The SOFTWARE may include NVIDIA Mellanox or third-party components with separate legal notices or terms as may be described in proprietary notices accompanying the SOFTWARE, such as components governed by open source software licenses. If and to the extent there is a conflict between the terms in this license and the license terms associated with a component, the license terms associated with the components control only to the extent necessary to resolve the conflict.
 8. OWNERSHIP
 - a). NVIDIA Mellanox reserves all rights, title and interest in and to the SOFTWARE not expressly granted to you under this license. NVIDIA Mellanox and its suppliers hold all rights, title and interest in and to the SOFTWARE, including

their respective intellectual property rights. The SOFTWARE is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions.

- b). Subject to the rights of NVIDIA Mellanox and its suppliers in the SOFTWARE, you hold all rights, title and interest in and to your applications and your derivative works of the sample source code delivered in the SOFTWARE including their respective intellectual property rights.
9. FEEDBACK. You may, but are not obligated to, provide to NVIDIA Mellanox Feedback. "Feedback" means suggestions, fixes, modifications, feature requests or other feedback regarding the SOFTWARE. Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for NVIDIA Mellanox. NVIDIA Mellanox and its designees have a perpetual, non-exclusive, worldwide, irrevocable license to use, reproduce, publicly display, modify, create derivative works of, license, sublicense, and otherwise distribute and exploit Feedback as NVIDIA Mellanox sees fit without payment and without obligation or restriction of any kind on account of intellectual property rights or otherwise.
10. NO WARRANTIES. THE SOFTWARE IS PROVIDED AS-IS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NVIDIA MELLANOX AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NVIDIA MELLANOX DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.
11. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NVIDIA MELLANOX AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, PROJECT DELAYS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF NVIDIA MELLANOX HAS PREVIOUSLY BEEN ADVISED OF, OR COULD REASONABLY HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NVIDIA MELLANOX'S AND ITS AFFILIATES TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS LICENSE EXCEED US\$10.00. THE NATURE OF THE LIABILITY OR THE NUMBER OF CLAIMS OR SUITS SHALL NOT ENLARGE OR EXTEND THIS LIMIT.
12. TERMINATION. Your rights under this license will terminate automatically without notice from NVIDIA Mellanox if you fail to comply with any term and condition of this license or if you commence or participate in any legal proceeding against NVIDIA Mellanox with respect to the SOFTWARE. NVIDIA Mellanox may terminate this license with advance written notice to you, if NVIDIA Mellanox decides to no longer provide the SOFTWARE in a country or, in NVIDIA Mellanox's sole discretion, the continued use of it is no longer commercially viable. Upon any termination of this license, you agree to promptly discontinue use of the SOFTWARE and destroy all copies in your

possession or control. Your prior distributions in accordance with this license are not affected by the termination of this license. All provisions of this license will survive termination, except for the license granted to you.

13. **APPLICABLE LAW.** This license will be governed in all respects by the laws of the United States and of the State of Delaware, without regard to the conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. You agree to all terms of this license in the English language. The state or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of this license. Notwithstanding this, you agree that NVIDIA Mellanox shall still be allowed to apply for injunctive remedies or urgent legal relief in any jurisdiction.
14. **NO ASSIGNMENT.** This license and your rights and obligations thereunder may not be assigned by you by any means or operation of law without NVIDIA Mellanox's permission. Any attempted assignment not approved by NVIDIA Mellanox in writing shall be void and of no effect. NVIDIA Mellanox may assign, delegate or transfer this license and its rights and obligations, and if to a non-affiliate you will be notified.
15. **EXPORT.** The SOFTWARE is subject to United States export laws and regulations. You agree to comply with all applicable U.S. and international export laws, including the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce and economic sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). These laws include restrictions on destinations, end-users and end-use. By accepting this license, you confirm that you are not currently residing in a country or region currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the SOFTWARE.
16. **GOVERNMENT USE.** The SOFTWARE is, and shall be treated as being, "Commercial Items" as that term is defined at 48 CFR § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", respectively, as such terms are used in, respectively, 48 CFR § 12.212 and 48 CFR §§ 227.7202 & 252.227-7014(a)(1). Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions in this license pursuant to 48 CFR § 12.212 or 48 CFR § 227.7202. In no event shall the US Government user acquire rights in the SOFTWARE beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2).
17. **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 and NBU legal_notices@exchange.nvidia.com.
18. **ENTIRE AGREEMENT.** This license is the final, complete and exclusive agreement between the parties relating to the subject matter of this license and supersedes all prior or contemporaneous understandings and agreements relating to this subject matter, whether oral or written. If any court of competent jurisdiction determines that any provision of this license is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Any amendment or waiver under this license shall be in writing and signed by representatives of both parties.
19. **LICENSING.** If the distribution terms in this license are not suitable for your organization, or for any questions regarding this license, please contact NVIDIA Mellanox at doca_license@nvidia.com.

Last updated: May 10, 2022

Notice

This document is provided for information purposes only and shall not be regarded as a warranty of a certain functionality, condition, or quality of a product. NVIDIA Corporation nor any of its direct or indirect subsidiaries and affiliates (collectively: "NVIDIA") make no representations or warranties, expressed or implied, as to the accuracy or completeness of the information contained in this document and assume no responsibility for any errors contained herein. NVIDIA shall have no liability for the consequences or use of such information or for any infringement of patents or other rights of third parties that may result from its use. This document is not a commitment to develop, release, or deliver any Material (defined below), code, or functionality.

NVIDIA reserves the right to make corrections, modifications, enhancements, improvements, and any other changes to this document, at any time without notice.

Customer should obtain the latest relevant information before placing orders and should verify that such information is current and complete.

NVIDIA products are sold subject to the NVIDIA standard terms and conditions of sale supplied at the time of order acknowledgement, unless otherwise agreed in an individual sales agreement signed by authorized representatives of NVIDIA and customer ("Terms of Sale"). NVIDIA hereby expressly objects to applying any customer general terms and conditions with regards to the purchase of the NVIDIA product referenced in this document. No contractual obligations are formed either directly or indirectly by this document.

NVIDIA products are not designed, authorized, or warranted to be suitable for use in medical, military, aircraft, space, or life support equipment, nor in applications where failure or malfunction of the NVIDIA product can reasonably be expected to result in personal injury, death, or property or environmental damage. NVIDIA accepts no liability for inclusion and/or use of NVIDIA products in such equipment or applications and therefore such inclusion and/or use is at customer's own risk.

NVIDIA makes no representation or warranty that products based on this document will be suitable for any specified use. Testing of all parameters of each product is not necessarily performed by NVIDIA. It is customer's sole responsibility to evaluate and determine the applicability of any information contained in this document, ensure the product is suitable and fit for the application planned by customer, and perform the necessary testing for the application in order to avoid a default of the application or the product. Weaknesses in customer's product designs may affect the quality and reliability of the NVIDIA product and may result in additional or different conditions and/or requirements beyond those contained in this document. NVIDIA accepts no liability related to any default, damage, costs, or problem which may be based on or attributable to: (i) the use of the NVIDIA product in any manner that is contrary to this document or (ii) customer product designs.

No license, either expressed or implied, is granted under any NVIDIA patent right, copyright, or other NVIDIA intellectual property right under this document. Information published by NVIDIA regarding third-party products or services does not constitute a license from NVIDIA to use such products or services or a warranty or endorsement thereof. Use of such information may require a license from a third party under the patents or other intellectual property rights of the third party, or a license from NVIDIA under the patents or other intellectual property rights of NVIDIA.

Reproduction of information in this document is permissible only if approved in advance by NVIDIA in writing, reproduced without alteration and in full compliance with all applicable export laws and regulations, and accompanied by all associated conditions, limitations, and notices.

THIS DOCUMENT AND ALL NVIDIA DESIGN SPECIFICATIONS, REFERENCE BOARDS, FILES, DRAWINGS, DIAGNOSTICS, LISTS, AND OTHER DOCUMENTS (TOGETHER AND SEPARATELY, "MATERIALS") ARE BEING PROVIDED "AS IS." NVIDIA MAKES NO WARRANTIES, EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE MATERIALS, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF ANY USE OF THIS DOCUMENT, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding any damages that customer might incur for any reason whatsoever, NVIDIA's aggregate and cumulative liability towards customer for the products described herein shall be limited in accordance with the Terms of Sale for the product.

Trademarks

NVIDIA, the NVIDIA logo, and Mellanox are trademarks and/or registered trademarks of Mellanox Technologies Ltd. and/or NVIDIA Corporation in the U.S. and in other countries. The registered trademark Linux® is used pursuant to a sublicense from the Linux Foundation, the exclusive licensee of Linus Torvalds, owner of the mark on a world-wide basis. Other company and product names may be trademarks of the respective companies with which they are associated.

Copyright

© 2023 NVIDIA Corporation & affiliates. All rights reserved.