

U.S. Government End User License Agreement Addendum

Last Modified: May 1, 2026

1. APPLICABILITY AND ORDER OF PRECEDENCE

This U.S. Government End User License Agreement Addendum (this “Addendum”) applies to any United States Government agency, department, or instrumentality (the “U.S. Government” or “Customer”) procuring commercial computer software, hardware, or related services from NVIDIA Corporation and its Affiliates (“Licensor”). This Addendum modifies Licensor’s standard commercial License Agreement, including applicable Product Specific Terms, Service Specific Terms, Terms of Service, or equivalent commercial terms (the “Standard EULA”). In the event of conflict or inconsistency between the Standard EULA and this Addendum, this Addendum will govern. To the extent any provisions concerning the order of precedence conflict with FAR 52.212-4(s) or equivalent agency-specific procurement relations, the applicable federal regulation will apply.

2. ELECTRONIC AGREEMENTS AND CLICK-WRAP NULLIFICATION

- 2.1. The Standard EULA, as modified by this Addendum, constitutes the entire agreement between Licensor and the U.S. Government. Any additional, supplemental, or conflicting terms presented in any click-wrap, click-through, shrink-wrap, or other electronic agreements required as a condition of access or use of the products or services are null and void and will have no legal effect on the U.S. Government.
- 2.2. Any third-party license terms or terms on third-party websites will not bind the U.S. Government unless expressly incorporated by a warranted Contracting Officer.

3. COMMERCIAL COMPUTER SOFTWARE

The U.S. Government acknowledges that the software and related documentation provided by Licensor are “commercial products” and “commercial computer software” as defined in 48 C.F.R. § 2.101. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7201 through 227.7202, the U.S. Government acquires only those rights customarily provided to the public as set forth in the Standard EULA, as modified by this Addendum.

4. INDEMNIFICATION AND THE ANTI-DEFICIENCY ACT

Any clause in the Standard EULA requiring the U.S. Government to indemnify or defend Licensor, or pay damages, costs, or attorney’s fees is stricken. Any obligation of the U.S. Government to pay Licensor for damages or any other financial obligation is subject to the availability of appropriated funds and the Anti-Deficiency Act (31 U.S.C. § 1341).

5. GOVERNING LAW AND DISPUTE RESOLUTION

- 5.1. Any clause in the Standard EULA specifying governing laws of a specific U.S. state, county, or foreign jurisdiction, or requiring commercial arbitration or mediation, is stricken. This agreement, and any disputes arising out of or relating to it, will be governed by the Federal laws of the United States of America.
- 5.2. Venue and jurisdiction for all disputes will be resolved in accordance with the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109) and the applicable dispute resolution procedures set forth in the FAR or equivalent agency procurement regulations.

6. AUTOMATIC RENEWALS AND UNILATERAL MODIFICATION

- 6.1. Any clause in the Standard EULA providing for automatic renewal of subscriptions, licenses, or services, or allowing Licensor to automatically charge a U.S. Government account, is stricken.
- 6.2. Any clause granting Licensor the right to unilaterally change the license terms without notice to the U.S. Government will not apply. During the designated length of a subscription, any revision to the Standard EULA that is inconsistent with material terms of the agreement, will require the prior express written approval of a warranted U.S. Government Contracting Officer.

7. UNILATERAL TERMINATION AND INJUNCTIVE RELIEF

- 7.1. Any clause in the Standard EULA permitting Licensor to unilaterally terminate, suspend, or revoke the U.S. Government’s access or license rights without due process is stricken.
- 7.2. Any clause permitting Licensor to seek equitable or injunctive relief against the U.S. Government is stricken. Licensor acknowledges its sole remedy for infringement or breach by the U.S. Government is an action for money damages under the Tucker Act (28 U.S.C. § 1491) or 28 U.S.C. § 1498.

8. AUDIT RIGHTS

Any clause in the Standard EULA granting Licensor the right to physically or logically enter U.S. Government facilities or networks to audit compliance is stricken. If Licensor reasonably suspects non-compliance, Licensor will request that the U.S. Government conduct an internal audit and provide a certified report of its findings to Licensor.

9. CONFIDENTIALITY AND FOIA

Any clause asserting that unit prices or standard license terms are confidential will not apply to the U.S. Government. Licensor acknowledges that the Freedom of Information Act (FOIA) governs what information must be disclosed and what information may be withheld by the U.S. Government. Any disclosure of Licensor's confidential information by the U.S. Government will be made in compliance with the Trade Secrets Act (18 U.S.C. § 1905) and FOIA Exemption 4.

10. ASSIGNMENT

Any license terms providing for unilateral assignment by Licensor will not apply to the U.S. Government. Any assignment of payment to a financial institution will comply with the Assignment of Claims Act (31 U.S.C. § 3727, 41 U.S.C. § 15) and applicable federal assignment regulations, including FAR Subpart 32.8 or agency equivalents.

This Addendum is incorporated by reference into any U.S. Government contract, task order, or purchase order procuring Licensor's commercial products or services. No signature is required for this Addendum to take effect.