

END USER LICENSE AGREEMENT

AI Workstation

Version 1.0 | Effective Upon First Use

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS PRODUCT. BY POWERING ON OR USING THIS WORKSTATION, YOU AGREE TO BE BOUND BY THE TERMS BELOW. IF YOU DO NOT AGREE, DO NOT USE THE PRODUCT AND CONTACT YOUR SELLER FOR RETURN.

1. Parties and Scope

This End User License Agreement (“**Agreement**”) is between you (“**User**”) and **Giga Computing Technology Co., Ltd.** a company incorporated under the laws of the Republic of China (Taiwan) (“**Manufacturer**” “**Giga Computing**”). This Agreement governs your use of the AI Workstation (the “**Product**”), which consists of Giga Computing hardware with pre-installed Ubuntu Linux, NVIDIA drivers, CUDA toolkit, and related firmware and utilities (the “**Software Bundle**”).

The separate Manufacturer Hardware Limited Warranty document governs hardware defects.

2. Third-Party Software and Firmware Licenses; Updates

The Product ships with third-party software components, including but not limited to:

- **Operating System:** Ubuntu Linux, licensed by Canonical Ltd. under the terms of applicable open-source licenses (including the GNU GPL). Your use of Ubuntu is governed solely by Canonical’s terms, available at ubuntu.com/legal.
- **GPU Drivers and Firmware:** NVIDIA Grace Blackwell-related drivers, firmware, and associated software are licensed by NVIDIA Corporation. Your use is governed solely by NVIDIA’s applicable end user license agreements, available at nvidia.com/en-us/drivers/nvidia-license/.
- **Other Pre-Installed Software:** Any additional third-party applications, utilities, or firmware components are governed exclusively by their respective licensors’ terms, which are presented separately during installation or available in the accompanying documentation.

License. Giga Computing grants you a limited, non-exclusive, non-transferable, revocable license to use the Software Bundle solely on this specific Product.

You must comply with all applicable third-party licenses (including Ubuntu’s and NVIDIA’s EULAs). In case of conflict, third-party licenses prevail for their respective components.

Updates. You may receive firmware, BIOS, or driver updates from us or third-party component producers. Installing such updates is at your own risk. Major OS changes or replacement of pre-installed drivers may void hardware support eligibility.

3. Restrictions

You may not:

- Remove or disable any pre-installed management, diagnostic, or telemetry tools (if present).
- Reverse engineer, decompile, or attempt to derive source code from any proprietary components provided by us.
- Use the Product in violation of applicable export control or import laws
- Transfer or sublicense the Software Bundle separately from the physical Product (except as expressly permitted in the Hardware Warranty).

4. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE MANUFACTURER PROVIDES THE PRODUCT "AS IS." THE MANUFACTURER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WARRANTY TERMS, IF ANY, ARE PROVIDED SEPARATELY WITH YOUR PRODUCT DOCUMENTATION AND MAY VARY BY MODEL AND PURCHASER.

THE MANUFACTURER MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO SOFTWARE, FIRMWARE, OPERATING SYSTEMS, DRIVERS, OR ANY THIRD-PARTY COMPONENTS. ALL SUCH COMPONENTS ARE PROVIDED SOLELY UNDER THE TERMS OF THEIR RESPECTIVE LICENSORS.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCT OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE MANUFACTURER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES; IN SUCH JURISDICTIONS, THE MANUFACTURER'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

6. Export Compliance

You agree to comply with all applicable export control laws and regulations, including those of the Republic of China (Taiwan), the United States, and any other jurisdiction relevant to your use or transfer of the Product.

7. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the Republic of China (Taiwan), without regard to conflict of law principles. Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Taiwan Taipei District Court as the court of first instance.

8. Entire Agreement

This Agreement, together with the third-party license terms referenced herein, constitutes the entire agreement between you and the Manufacturer with respect to the subject matter hereof and supersedes all prior agreements and understandings. If any provision is found unenforceable, the remaining provisions remain in full force.

9. Contact

Giga Computing Technology Co., Ltd

<https://esupport.gigabyte.com/Login/Index?ReturnUrl=%2f>