NVIDIA Corporation

SOFTWARE LICENSE AGREEMENT – NVWMI SDK

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8. Termination: NVIDIA may terminate this Agreement at any time if You violate its terms. Upon termination, the license grants to You shall terminate, and You will immediately destroy the NVWMI SDK or return all copies of the NVWMI SDK to NVIDIA, and certify to NVIDIA in writing that such actions have been completed.

9. Defensive Suspension: If You commence or participate in any legal proceeding against NVIDIA, then NVIDIA may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this Agreement.

10. No Support: NVIDIA has no obligation to support or to continue providing or updating the NVWMI SDK.

11. Survival: Those provisions in this Agreement, which by their nature need to survive the termination or expiration of this Agreement, shall survive termination or expiration of the Agreement, including but not limited to Sections 3, 4, 6, 8, 11, and 12–14.

12. Applicable Law and Jurisdiction: This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Delaware. The state and/or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

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14. Miscellaneous: If any provision of this Agreement is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This Agreement is solely between NVIDIA and You. There are no third party beneficiaries, express or implied, to this

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