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6. Confidentiality.

You agree that you will not use, nor authorize others to use, NVIDIA CONFIDENTIAL INFORMATION (defined below), except as necessary for the performance of this Agreement, and that you will not disclose NVIDIA CONFIDENTIAL INFORMATION to any third party, except to permitted users under this Agreement that have a need to know such CONFIDENTIAL INFORMATION for the performance of this Agreement, provided that each such recipient is subject to a written agreement that includes confidentiality obligations consistent with those set forth herein. You agree to use all reasonable efforts to maintain the confidentiality of NVIDIA CONFIDENTIAL INFORMATION in your possession or control, but in no event less than the efforts that you ordinarily use with respect to your own CONFIDENTIAL INFORMATION of similar nature and importance. "CONFIDENTIAL INFORMATION" means the SOFTWARE including its features and functionality, output, and any results of benchmarking or other competitive analysis or regression or performance data relating to the SOFTWARE.

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7. Termination.

7.1 This Agreement has a duration of ninety (90) days starting from the date of download or delivery (as applicable), unless terminated by either you or NVIDIA as described below. The Agreement may be extended by prior written agreement (email approval being sufficient).

7.2 If you want to terminate this Agreement, you may do so by stopping to use the SOFTWARE.

7.3 NVIDIA may, at any time, terminate this Agreement if: (i) you fail to comply with any term of this Agreement and the non-compliance is not fixed within thirty (30) days following notice from NVIDIA (or immediately if you violate NVIDIA's intellectual property rights); (ii) you commence or participate in any legal proceeding against NVIDIA with respect to the SOFTWARE; or (iii) NVIDIA decides to no longer provide the SOFTWARE in a country or, in NVIDIA's sole discretion, the continued use of it is no longer commercially viable.

7.4 Upon any termination of this Agreement, you agree to promptly discontinue use of the SOFTWARE and destroy all copies in your possession or control. Upon written request, you will certify in writing that you have complied with your commitments under this section. Upon any termination of this Agreement all provisions survive termination, except for the licenses granted to you.

8. General.

If you wish to assign this Agreement or your rights and obligations, including by merger, consolidation, dissolution or operation of law, contact NVIDIA to ask for permission. Any attempted assignment not approved by NVIDIA in writing shall be void and of no effect. NVIDIA may assign, delegate or transfer this Agreement and its rights and obligations, and if to a non-affiliate you will be notified.

This Agreement will be governed in all respects by the laws of the United States and of the State of Delaware as those laws are applied to contracts entered into and performed entirely within Delaware by Delaware residents, 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 Agreement 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 Agreement. Notwithstanding this, you agree that NVIDIA shall still be allowed to apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law and the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative.

Each party acknowledges and agrees that the other is an independent contractor in the performance of this Agreement.

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Any notice delivered by NVIDIA to you under this Agreement will be delivered via mail, email or fax. You agree that any notices that NVIDIA sends you electronically will satisfy any legal communication requirements. 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.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations or documentation exchanged between the parties relating to this SOFTWARE license. Any additional and/or conflicting terms on documents issued by you are null, void, and invalid. Any amendment or waiver under this Agreement shall be in writing and signed by representatives of both parties.

Exhibit A

NVIDIA OMNIVERSE SOFTWARE

The NVIDIA Omniverse includes:

- (1) Client SDK, USD plugins for tools such as Autodesk Maya
- (2) Omniverse Server – Collaboration Server
- (3) Omniverse Kit – UI framework and toolkit
- (4) Omniverse Physics –NVIDIA PhysX technology
- (5) Omniverse RTX – Realtime Raytracer
- (6) NVIDIA Iray