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This Agreement can be accepted only by an adult of legal age of majority in the country in which the SOFTWARE is used.

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

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(ii) Modify and create derivative works of sample scripts delivered in the SOFTWARE.

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6. Termination.

6.1 This Agreement will continue to apply until terminated by either you or NVIDIA as described below.

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

6.3 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.

6.4 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.

7. 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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(v. June 12, 2019)