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(vi) You agree that you will protect the privacy, security and legal rights of your application users.

(vii) You agree to notify NVIDIA in writing of any known or suspected distribution or use of the Software not in compliance with the requirements of this Agreement, and to enforce the terms of your agreements with respect to distributed Software.

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5.2 Collection Purposes. NVIDIA collects functional data (e.g., session connectivity events, session error events, and session performance metrics) to improve NVIDIA's products and services. Where appropriate you will disclose to, and obtain any necessary consent from, your authorized users to allow NVIDIA to collect such information.

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10.1 Term. This Agreement commences when you accept delivery or begin use of the Software and is effective until terminated under this Section 10.

11.2 Termination. This Agreement will automatically terminate without notice from NVIDIA if you fail to comply with any of the terms in this Agreement or if you commence or participate in any legal proceeding against NVIDIA with respect to the Software. Additionally, NVIDIA may terminate this Agreement in its sole discretion with 30 days prior written notice to you. You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement. Upon any termination, you must stop using and destroy all copies of the Software. Upon written request, you will certify in writing that you have complied with your commitments under this section. All provisions will survive termination, except for the licenses granted to you.

11. Disclaimer of Warranties. THE SOFTWARE IS PROVIDED BY NVIDIA AS-IS AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND COURSE OF DEALING. NVIDIA DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY THIRD-PARTY INFORMATION, TEXT, GRAPHICS, LINKS CONTAINED IN THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ANY DEFECTS OR ERRORS WILL BE CORRECTED, ANY CERTAIN CONTENT WILL BE AVAILABLE, OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO INFORMATION OR ADVICE GIVEN BY NVIDIA WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY PROVIDED IN THIS AGREEMENT. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE SOFTWARE OR DERIVATIVES AND ASSUME ANY RISKS ASSOCIATED WITH YOUR USE OF THE SOFTWARE OR DERIVATIVES.

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12.1 EXCLUSIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY (A) INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (B) DAMAGES FOR THE (I) COST OF PROCURING SUBSTITUTE GOODS OR (II) LOSS OF PROFITS, REVENUES, USE, DATA OR GOODWILL ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

12.2 DAMAGES CAP. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA'S TOTAL CUMULATIVE AGGREGATE LIABILITY FOR ANY AND ALL LIABILITIES, OBLIGATIONS OR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US$100).

13. Mission Critical Applications. You acknowledge that the Software provided under this Agreement is not designed or tested by NVIDIA for use in any system or application where the use or failure of such system or application developed or deployed with NVIDIA's Software could result in injury, death or catastrophic

damage (each, a "Mission Critical Application"). Examples of Mission Critical Applications include use in avionics, navigation, autonomous vehicle applications, AI solutions for automotive products, military, medical, life support or other mission-critical or life-critical applications. You are solely responsible for ensuring that systems and applications developed with the Software include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements.

14. **Indemnity**. You will defend, indemnify and hold harmless NVIDIA and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all third-party claims, damages, obligations, losses, liabilities, costs or debt, fines, restitutions and expenses (including but not limited to attorney's fees and costs incident to establishing the right of indemnification) arising out of (a) products or services that have been developed or deployed with or use the Software, or claims that such products or services violate laws, or infringe, violate, or misappropriate any third party right; or (b) use of the Software and Derivatives outside of the scope of this Agreement or in breach of the terms of this Agreement.

15. **General.**

15.1 Governing Law and Jurisdiction. This Agreement will be governed in all respects by the laws of the United States and the laws of the State of Delaware, without regard to conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts residing in Santa Clara County, California will have exclusive jurisdiction over any dispute or claim arising out of or related to this Agreement, and the parties irrevocably consent to personal jurisdiction and venue in those courts; except that either party may apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

15.2 Independent Contractors. The parties are independent contractors, and this Agreement does not create a joint venture, partnership, agency or other form of business association between the parties. Neither party will have the power to bind the other party or incur any obligation on its behalf without the other party's prior written consent. Nothing in this Agreement prevents either party from participating in similar arrangements with third parties.

15.3 No Assignment. NVIDIA may assign, delegate or transfer its rights or obligations under this Agreement by any means or operation of law. You may not, without NVIDIA's prior written consent, assign, delegate or transfer any of your rights or obligations under this Agreement by any means or operation of law, and any attempt to do so is null and void.

15.4 No Waiver. No failure or delay by a party to enforce any term or obligation of this Agreement will operate as a waiver by that party, or prevent the enforcement of such term or obligation later.

15.5 Trade Compliance. You agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, as amended, including without limitation U.S. Export Administration Regulations and Office of Foreign Assets Control regulations. You confirm (a) your understanding that export or reexport of certain NVIDIA products or technologies may require a license or other approval from appropriate authorities and (b) that you will not export or reexport any products or technology, directly or indirectly, without first obtaining any required license or other approval from appropriate authorities, (i) to any countries that are subject to any U.S. or local export restrictions (currently including, but not necessarily limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, the Region of Crimea, Donetsk People's Republic Region and Luhansk People's Republic Region); (ii) to any end-user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, missiles, rocket systems, unmanned air vehicles capable of a maximum range of at least 300 kilometers, regardless of payload, or intended

for military end-use, or any weapons of mass destruction; (iii) to any end-user who has been prohibited from participating in the U.S. or local export transactions by any governing authority; or (iv) to any known military or military-intelligence end-user or for any known military or military-intelligence end-use in accordance with U.S. trade compliance laws and regulations.

15.6 Government Rights. The Software, documentation and technology ("Protected Items") are "Commercial products" as this term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in, respectively, 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 & 252.227-7014(a)(1). Before any Protected Items are supplied to the U.S. Government, you will (i) inform the U.S. Government in writing that the Protected Items are and must be treated as commercial computer software and commercial computer software documentation developed at private expense; (ii) inform the U.S. Government that the Protected Items are provided subject to the terms of the Agreement; and (iii) mark the Protected Items as commercial computer software and commercial computer software documentation developed at private expense. In no event will you permit the U.S. Government to acquire rights in Protected Items beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2) or 252.227-7013(c) except as expressly approved by NVIDIA in writing.

15.7 Notices. Please direct your legal notices or other correspondence to legalnotices@nvidia.com with a copy mailed to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department. If NVIDIA needs to contact you about the Software, you consent to receive the notices by email and agree that such notices will satisfy any legal communication requirements.

15.8 Severability. If a court of competent jurisdiction rules that a provision of this Agreement is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable and the remainder of this Agreement will continue in full force and effect.

15.9 Amendment. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

15.10 Entire Agreement. Regarding the subject matter of this Agreement, the parties agree that (a) this Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior and contemporaneous communications and (b) any additional or different terms or conditions, whether contained in purchase orders, order acknowledgments, invoices or otherwise, will not be binding and are null and void.

(v. February 25, 2025)