

## NVIDIA Software Evaluation License Agreement

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If you don’t have the required age or authority to accept this Agreement, or if you don’t accept all the terms and conditions of this Agreement, do not use the Software.

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**12. 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.

**13. General.**

13.1 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.

13.2 No Waiver. No waiver of any term of the Agreement will be deemed a further or continuing waiver of such term or any other term, and NVIDIA's failure to assert any right or provision under the Agreement will not constitute a waiver of such right or provision.

13.3 Trade Compliance. You agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, including U.S. Export Administration Regulations and Office of Foreign Assets Control regulations. You confirm 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, Cuba, Iran, North Korea, 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, 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

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13.4 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.

13.5 Notices. 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, with a copy emailed to [legalnotices@nvidia.com](mailto:legalnotices@nvidia.com). 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.

13.6 Force Majeure. Neither party will be liable during any period where an event or circumstance prevents or delays that party from performing its obligations under this Agreement and that event or circumstance: (i) is not within the reasonable control of that party and is not the result of that party’s negligence, and (ii) cannot be overcome or avoided by that party using reasonably diligent efforts.

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

13.8 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.

13.9 Construction. The headings in the Agreement are included solely for convenience and are not intended to affect the meaning or interpretation of the Agreement. As required by the context of the Agreement, the singular of a term includes the plural and vice versa.

13.10 Entire Agreement. Regarding the subject matter of this Agreement, the parties agree that (i) this Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior and contemporaneous communications and (ii) 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. December 13, 2023)