

NVIDIA TECHNOLOGY ACCESS TERMS OF USE

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These NVIDIA Technology Access Terms of Use (the “TOU”) create a contract between you and NVIDIA Corporation (“NVIDIA”). Please read the TOU carefully.

1. INTRODUCTION

The TOU governs your use and access to certain NVIDIA websites (the “Sites”) and use of services and offerings on the Sites (collectively, the Sites and its services and offerings are referred to as the “Technology”), unless the Technology is accompanied by a separate agreement.

By registering to use the Technology or accessing the Technology, you are affirming that you have read, understand, and agree to be bound by the TOU. The TOU can be accepted only by an adult of legal age of majority in the country in which the Technology is used. If you are entering into the TOU on behalf of a company or other legal entity, you represent that you have the legal authority to bind the entity to the TOU, in which case “you” will mean the entity you represent. If you do not have the required age or authority to accept the TOU, or if you do not accept all the terms and conditions of the TOU, do not access or use the Technology.

From the Sites, you may access and engage with certain Technology, including:

- (a) software and other content provided by NVIDIA (the “NVIDIA Content”), and
- (b) certain NVIDIA services (the “NVIDIA Services”).

You agree to use the Technology exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others.

The TOU contains a binding arbitration clause, and class action and class arbitration waivers. Please read Section 18 as it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from NVIDIA.

2. ACCESS

NVIDIA owns and operates the Sites and owns or distributes additional Technology at its choice. NVIDIA may change, discontinue, or deprecate any part, or all, of the Technology or change, add to, or remove their features or functionality, at any time without prior notice. All changes will be effective when made. The Technology may be temporarily unavailable or slow at times, for example when NVIDIA is performing maintenance or upgrades.

NVIDIA may refer to NVIDIA Content that is in various stages of development or availability in Sites and publications, including blogs. NVIDIA Content, including products and features, will be offered if and when available. The development, release, timing and terms for any NVIDIA Content may change for any reason at NVIDIA's sole discretion.

3. USERNAME AND PASSWORD

Use of an NVIDIA Account is subject to the NVIDIA Account Terms of Use, available here <https://www.nvidia.com/en-us/about-nvidia/nv-accounts/>.

Your credentials to access the Technology are for your use only and your sole responsibility. If you violate the TOU or NVIDIA cannot validate your credentials, your access to Technology may stop and data or services associated with the credentials may not be retrievable. NVIDIA encourages you to properly back up your data. NVIDIA does not guarantee that you will have permanent access to Technology or data used with your credentials, or that NVIDIA will provide copies to you if data is deleted or lost. You agree to notify NVIDIA of any known unauthorized use of your credentials.

4. USE OF NVIDIA CONTENT AND NVIDIA SERVICES

Certain NVIDIA Content and NVIDIA Services may be accompanied by separate agreement(s) (“Product Agreement(s)”). You acknowledge and agree that where present, those Product Agreement(s) will govern your use of the Technology, and the TOU will govern other Technology provided to you.

Unless stated in Section 7 (“Trials and Other Promotional Offerings”), and subject to the terms and limitations of the TOU, for NVIDIA Content and NVIDIA Services made available to you that are not accompanied by a Product Agreement, NVIDIA hereby grants you a limited, revocable, nonexclusive, nontransferable license, without the right to sublicense, to use the NVIDIA Content and access the NVIDIA Services for your use only.

NVIDIA and its licensors reserve all rights, title, and interest in and to the Technology not expressly granted to you, except for rights, title, and interest in and to your User Content. No other licenses are granted whether by implication, estoppel, or otherwise.

5. LIMITATIONS ON THE USE OF TECHNOLOGY

You agree that you will:

(a) use the Technology exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others.

(b) not decompile, reverse engineer, or disassemble the Technology.

(c) not remove any copyright, or other intellectual property or proprietary notices from the Technology.

(d) not copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate elsewhere any NVIDIA Content made available on a user forum except that you may discuss NVIDIA Content with participants in the same user forum.

(e) unless expressly authorized in a Product Agreement, not modify, create derivative works of, rent, lease, loan, timeshare, sell, distribute, offer as a service, publicly display, publish, assign or transfer the Technology to any other person or entity, including (without limitation) in any publicly accessible software repositories.

(f) unless expressly authorized in a Product Agreement, not use the Technology in a system or application where the use of or failure of a system or application could result in injury, death or catastrophic damage, including, without limitation, use with any avionics, navigation, military, medical, life support, or other life-critical application (“Critical Application”). **NVIDIA will not be liable to you or any third party, in whole or in part, for any claims or damages arising from these Critical Application uses.**

(g) except for components available from the owner under open-source software licenses, not use the Technology in any manner that would cause it to become subject to an open-source software license. Open-source software licenses are licenses that require software to be (a) disclosed or distributed in source code form; (b) licensed to make derivative works; or (c) redistributable.

(h) unless expressly agreed in writing between you and NVIDIA or expressly permitted in a Product Agreement, not use, incorporate, distribute or provide as a service any Technology or NVIDIA intellectual property.

(i) not circumvent, bypass, disable or otherwise interfere with any technical limitations, encryption, security, digital rights management, or authentication mechanism of the Technology, or features that prevent or restrict use or copying of any Technology or enforce limitations on use of the Technology.

(j) not misuse, disrupt or exploit NVIDIA servers for any unauthorized use, or try to access areas not intended for users, or use NVIDIA servers for crypto mining.

(k) not distribute malware or facilitate the distribution and propagation of malware (such as a virus, drop dead device, worm, trojan horse, trap, back door or other software routine of that nature).

(l) not use the Technology for unsolicited automated bulk communication activities, including unsolicited mass mailings or other form of "spam." Generated messages must not spoof or falsify e-mail addresses, route information or seek to impersonate any person, entity, or otherwise mislead as to the origin of the content.

(m) not use NVIDIA servers for general cloud storage of your data.

(n) not access or use the Technology to avoid incurring fees or exceeding use limits or quotas.

(o) not perform security testing of NVIDIA servers (including probe, scan, or vulnerability testing) unless expressly authorized in writing by NVIDIA.

(p) defend, indemnify and hold harmless NVIDIA and its affiliates and their respective officers, directors, employees and agents from and against any claims, disputes, demands, liabilities, damages, losses, costs, and expenses arising out of or in any way connected with: (a) breach of the TOU; or (b) your User Content (including, but not limited to, claims that it violates applicable laws, or infringes, violates, or misappropriates any third party right, or slanders, defames, or libels any other person).

6. USER CONTENT

In connection with your use of Technology, you may access forums and otherwise be able to create, store or share your content or receive content from others ("User Content"). You are responsible for your User Content. NVIDIA does not manage or control User Content that you upload, access, store, or distribute.

Permission to NVIDIA. When you provide, make available or create User Content, other than Feedback, to or through your use of Technology, you grant NVIDIA, its affiliates and their service providers a worldwide license to User Content to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes), display and transmit the User Content solely to (a) provide you with the Technology, including NVIDIA Services, (b) provide you support, or for security reasons, and (c) modify and improve NVIDIA products or services or the technology underlying the Technology. For clarity, if as part of an NVIDIA Service, NVIDIA offers modifications and optimizations to User Content, the grant stated in this section also includes the right for NVIDIA to update your User Content.

Permission for Publicly Viewable User Content. For User Content that you provide in publicly viewable areas, you grant to any person or entity that receives it a non-exclusive, perpetual, irrevocable, sublicensable, worldwide, royalty-free, fully paid-up, and transferable license, under your intellectual property rights, to publicly perform, publicly display, reproduce, use, make, have made, sell, offer for sale, distribute (through multiple tiers of distribution), import, create derivative works of, and otherwise commercialize and exploit the User Content for any purpose at the recipient's discretion.

Permission for User Content Provided Privately. In connection with your use of Technology, you may be able to use a private repository to share your User Content with NVIDIA and other select users. If you choose to provide User Content privately, you grant to other private users a non-exclusive, worldwide, limited license to access, use, copy, display, and transmit User Content. NVIDIA is not responsible for use of your User Content by third parties that you granted access privately.

Limitations on User Content. Unless expressly permitted via a Product Agreement, you agree that your actions and transmission of User Content:

- (a) does not include any confidential information;
- (b) does not include any controlled or sensitive data, including (but not limited to) protected health information, personal data, payment card industry information or sensitive human subject research;
- (c) is not subject to any third-party patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;

- (d) does not contain information or data that is processed or collected in violation of law;
- (e) does not contain mass mailings or any form of “spam”;
- (f) does not express or imply any endorsement of your User Content by NVIDIA;
- (g) does not violate applicable national or international laws, rules, or regulations, including (but not limited to) export and import laws and regulations;
- (h) is not fraudulent, false, misleading, or deceptive, including impersonation or attempted impersonation of others;
- (i) is not defamatory, obscene, pornographic, vulgar, or offensive;
- (j) does not promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
- (k) is not violent or threatening and will not promote violence or actions that are threatening to any other person;
- (l) does not promote illegal activities;
- (m) does not use any data scrapping or extraction tool such as a robot, spider, or other similar mechanism with NVIDIA servers;
- (n) does not interfere with or disrupt the security, integrity, or performance of NVIDIA servers or the Technology, attempt to probe, scan, or test the vulnerability of NVIDIA servers or the Technology, or collect or store any personally identifiable information from other users;
- (o) does not use or display NVIDIA’s trademarks with any defamatory, obscene, pornographic, vulgar, offensive or violent content as determined by NVIDIA; or
- (p) does not otherwise infringe NVIDIA’s rights in or violate its policies regarding use of its trademarks, available at <https://www.nvidia.com/en-us/about-nvidia/legal-info/>.

You are responsible for User Content that does not conform to these limitations. You accept sole responsibility for and assume all risk from User Content in your NVIDIA account(s).

NVIDIA is not responsible for User Content including (without limitation) your privacy rights, your proprietary rights, or your legal and regulatory compliance.

You acknowledge and agree that NVIDIA may, but is not obligated to, block, monitor, scan, or review communications or User Content transmitted through NVIDIA servers, including to ensure the safety and security of Technology, moderate user forums or if requested to do so by law enforcement.

When you submit User Content, you must either own the User Content you provide or you have all rights, licenses, consents, and releases that are necessary to grant the rights for others to use the User Content you share as stated in the grants above in this section. NVIDIA does not guarantee that all User Content can be used in or with a certain Technology, for example that it will be fit for use with any NVIDIA Services.

Any User Content shared in a publicly viewable area may be read, collected, used, or modified (as applicable) by those with access. When you provide any personally identifiable information in a publicly viewable area, the information may be used by third parties to identify you, send you unsolicited messages, or for other purposes.

When you use User Content from others, you use it at your risk. The existence of User Content or any opinions or advice expressed by others will not be construed as or imply an endorsement or recommendation by NVIDIA. NVIDIA does not support, endorse or assume any responsibility for any User Content or its accuracy or usefulness.

You will not be able to remove User Content that has been available in publicly viewable areas and this User Content may continue to exist with the Technology or elsewhere, once obtained or reposted by others. You may contact NVIDIA to anonymize User Content that you posted on a Site. However, NVIDIA has no responsibility or liability for the removal or deletion of, or the failure to remove or delete, any User Content from the Site or elsewhere.

When you use User Content from others, you use it at your risk. The existence of User Content or any opinions or advice expressed by others will not be construed as or imply an endorsement or recommendation by NVIDIA. NVIDIA does not support, endorse or assume any responsibility for any User Content or its accuracy or usefulness.

7. TRIAL AND OTHER PROMOTIONAL OFFERINGS

NVIDIA may offer free or discounted pricing programs for the Technology for trial, evaluation or academic use. NVIDIA may stop accepting new participants or discontinue a promotional offering at any time. Standard charges will apply after a promotional offering ends or if you exceed the promotional offering use terms. You must comply with any additional terms and conditions for promotional offerings (e.g., limitations on the total amount of usage). Under certain trial programs you are able to view your results, while with other trial programs you may be able to download your results for further use post-trial.

In an NVIDIA hosted platform available for trial, evaluation or academic uses, you are responsible for the secure deployment and management of the platform as well as the security of data, applications and services you deploy on the platform, unless otherwise stated in a Product Agreement. While NVIDIA hosted platforms are deployed with industry recommended practices, NVIDIA does not provide assurance over the security of your provisioned platform once handed over to you, Unless otherwise stated in a Product Agreement.

8. PRE-RELEASE OFFERINGS

You may access Technology that NVIDIA describes as alpha, beta, or preview stage, or otherwise in pre-release or pre-production state ("Pre-Release Offerings"). You acknowledge and agree that the Pre-Release Offerings (a) may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercially provided NVIDIA websites, services, software, and materials, and (b) use of the Pre-Release Offerings may result in unexpected results, loss of data, project delays, or other unpredictable damage or loss. **A pre-release offering is not intended, and should not be used, in production or business-critical systems or applications.**

NVIDIA has no obligation to make available a commercial version of any Pre-Release Offering and NVIDIA has the right to abandon development of a Pre-Release Offering and terminate its availability at any time (in addition to the termination rights set forth below) without liability. As with any offering in pre-release, it is highly recommended that you maintain your own full data backups.

9. FEEDBACK AND FREEDOM OF ACTION

NVIDIA appreciates your feedback and suggestions about products and services or NVIDIA and its affiliates. You may, but are not obligated to, provide suggestions, requests, fixes, modifications, enhancements, or other feedback regarding products, services, technologies or other materials of NVIDIA or its affiliates (collectively, "Feedback"). Feedback, even if designated as confidential by you, will not create any confidentiality obligation for NVIDIA or its affiliates. If you provide Feedback, you agree that NVIDIA and its affiliates may use Feedback without restriction, for any purpose and with no obligation to compensate you. You will not give Feedback that is subject to a license that requires NVIDIA to license its software, technologies or documentation to any third party because NVIDIA or its affiliates includes your Feedback in them.

You agree that NVIDIA may currently or in the future be developing software, technology, or information, or be receiving software, technology, and information from other parties, that are similar to the User Content and any of your products or your confidential information, which may be provided to NVIDIA under the TOU. Subject to NVIDIA's confidentiality obligations to you, as applicable, you agree that nothing in the TOU will be construed as a representation or inference that NVIDIA will not develop, design, manufacture, acquire, market products, or have products developed, designed, manufactured, acquired, or marketed for NVIDIA, that are similar to or compete with your products or your confidential information.

10. CONFIDENTIAL INFORMATION

“NVIDIA Confidential Information” means any technical or proprietary information disclosed by NVIDIA to you hereunder that is not generally available from NVIDIA without confidentiality obligations, or that a reasonable person would understand to be confidential or proprietary based on the content of the information and the circumstances of its disclosure, whether or not explicitly designated as confidential information.

You agree to protect the confidentiality of the NVIDIA Confidential Information in the same manner that you protect the confidentiality of your own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care.

You agree not to disclose or use any NVIDIA Confidential Information for any purpose outside the scope of the TOU, except with NVIDIA’s prior written permission.

You agree not to disclose NVIDIA Confidential Information to any third parties, including any affiliates, subsidiaries, parent or sister companies, without the express prior written approval of NVIDIA.

You will not remove any confidentiality or proprietary notices that appear on any NVIDIA Confidential Information.

NVIDIA Confidential Information excludes any information that you can demonstrate (a) has been published or is otherwise readily available to the public other than by a breach of the TOU or other agreement; (b) has been rightfully received by you from a third party without confidentiality obligations; or (c) has been independently developed for you by personnel or agents having no access to the NVIDIA Confidential Information.

All obligations of confidentiality will survive the termination of the TOU. NVIDIA may, at any time: (a) cease disclosing NVIDIA Confidential Information to you without any liability; or (b) request in writing the return or destruction of all or any part of NVIDIA Confidential Information disclosed hereunder, including all copies thereof, and you will promptly comply with the request at your own expense, and certify in writing to NVIDIA your compliance with the obligations in this section.

11. TRUSTWORTHY AI

Artificial intelligence (“AI”) technology can have a profound impact on people and the world, and NVIDIA is committed to enabling trust and transparency in AI development. Your use of the Technology will comply with NVIDIA’s AI Ethics requirements, including as described in an applicable Product Agreement.

12. NO WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THE TECHNOLOGY AND USER CONTENT FROM OTHERS ARE PROVIDED TO YOU AS-IS, AS AVAILABLE AND WITH ALL FAULTS, AND (B) NVIDIA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING UNDER THE TOU, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND COURSE OF DEALING. NO INFORMATION OR ADVICE GIVEN BY NVIDIA WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY PROVIDED IN THE TOU.

WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE TECHNOLOGY OR USER CONTENT FROM OTHERS ARE OR WILL BE ABSOLUTELY RELIABLE, SECURE, OR ERROR-FREE; OR THAT THEY WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT THEY WILL MEET YOUR REQUIREMENTS; THAT NO VIRUSES OR OTHER HARMFUL COMPONENTS ARE PRESENT; OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. CERTAIN NVIDIA PRODUCTS OR SERVICES MAY INCLUDE OTHER TERMS SUCH AS WARRANTIES OR SERVICES, AND THE TOU DOES NOT MODIFY OR TERMINATE OTHER VALID AGREEMENTS YOU MAY HAVE WITH NVIDIA OR AN NVIDIA AFFILIATE.

13. LIMITATIONS OF LIABILITY

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 THE TOU, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

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 THE TOU WILL NOT EXCEED FIFTY U.S. DOLLARS (US\$50).

14. DATA COLLECTION, COMMUNICATIONS AND PRIVACY

You hereby acknowledge that you may be required to provide certain personal information such as name, email address, and entity name to register and gain access to certain Technology.

In addition to your registration information, NVIDIA may collect data, such as the NVIDIA Content you have downloaded or NVIDIA Services you have accessed to ensure network and information security and for improving NVIDIA products and services. NVIDIA may also send you surveys to obtain Feedback.

NVIDIA will use your personal information to correspond with you from time to time and to communicate technical information, updates and/or changes regarding the Technology as well as to deliver services. With your consent, NVIDIA may also send you marketing materials, which may include personalized recommendations. You should review the NVIDIA Privacy Policy, located at <https://www.nvidia.com/en-us/about-nvidia/privacy-policy/>, which explains NVIDIA's policy for collecting and using data. You may also visit the NVIDIA Privacy Center, located at <https://www.nvidia.com/en-us/privacy-center/>, to manage your consent and privacy preferences.

The Technology may include links to third party websites and services. NVIDIA encourages you to review the privacy statements on those sites and services that you choose to visit so that you can understand how they may collect, use and share your data. When you obtain third party products or services delivered by NVIDIA, NVIDIA may, with your consent, also share your registration information and information about your usage, but not your payment information, with the third-party provider. NVIDIA is not responsible for the privacy statements or practices of sites and services controlled by other entities or organizations.

Unless otherwise expressly agreed in a Product Agreement, NVIDIA does not represent, and specifically disclaims, that the Technology is appropriate for processing of any data including personal data, data constituting credit card information subject to Payment Card Industry Data Security Standard or Protected Health Information under Health Insurance Portability and Accountability Act of 1996. Pub. L. 104-191. Stat. 1936, or equivalent laws in other jurisdictions.

15. TERMINATION

NVIDIA may suspend or terminate your access to specific Technology at any time at NVIDIA's sole discretion. After suspension or termination, your use of the affected Technology must stop, you agree to destroy or return to NVIDIA the affected Technology and related NVIDIA Confidential Information in your possession, and NVIDIA has no obligation to retain and may delete or otherwise stop providing access to any content that was associated with the affected Technology. If requested in writing by NVIDIA, you will certify in writing that such actions have been completed. Nothing contained in this section will affect your continued use Technology governed by Product Agreements, subject to the terms and conditions of the applicable Product Agreements.

Those provisions in the TOU, which by their nature need to survive the termination or expiration of the TOU, will survive termination or expiration of the TOU, including but not limited to the sections entitled "Feedback and Freedom of Action," "Confidential Information," "No Warranties," "Limitations of Liability," "Data Collection, Communications and Privacy," "Termination," "Third Party Sites, Products and Information," "Components under Other Licenses," "Governing Law and Dispute Resolution," and "General."

16. THIRD PARTY SITES, PRODUCTS AND INFORMATION

With the Technology, you may receive access to links to third-party websites, products and services and the availability of those links does not imply any endorsement by NVIDIA and may come with separate terms and may be subject to fees. Your use of websites, products, services, or information as available is at your own risk, understanding that NVIDIA assumes no responsibility for them. NVIDIA encourages you to review the privacy statements on those websites and services that you choose to visit so that you can understand how they may collect, use, and share information of individuals. NVIDIA is not responsible or liable for: (a) the availability or accuracy of such links; or (b) the websites, products, services, or information available on or through such links; or (c) the privacy statements or practices of websites, products and services controlled by other companies or organizations.

Without limiting the foregoing, NVIDIA may indicate how to obtain third-party software, datasets, or other content and you are responsible for obtaining your own licenses.

17. COMPONENTS UNDER OTHER LICENSES

The Technology may include NVIDIA or third-party components with separate legal notices or terms as may be described in proprietary notices accompanying the Technology, such as components governed by open-source software licenses. If and to the extent there is a conflict between (a) the terms in the TOU or a Product Agreement and (b) the terms of a third-party open source software license agreement, this TOU or the applicable Product Agreement will govern unless a third-party open-source software license requires its license terms to prevail. Copyright to third-party components is held by the copyright holders indicated in the third-party terms.

You acknowledge that certain third-party providers and licensors are intended third party beneficiaries of the TOU with rights to enforce their intellectual property rights against you or your permitted users.

18. GOVERNING LAW AND DISPUTE RESOLUTION

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM NVIDIA.

Informal Resolution. If you or NVIDIA have any dispute, claim or controversy arising out of or relating to the Technology or the TOU ("Dispute"), the parties agree to work in good faith to resolve the Dispute informally. If you have a Dispute, you must first contact NVIDIA and give NVIDIA an opportunity to resolve it by contacting NVIDIA by mail at NVIDIA Corporation, ATTN: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051. Either you or NVIDIA may seek to have a Dispute resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or NVIDIA may seek to have a Dispute resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence at any time before an arbitrator is appointed, and you may also bring a Dispute in small claims court in the Superior Court of California, County of Santa Clara.

Binding Arbitration. For any Disputes that are not resolved informally or by the small claims court, you and NVIDIA each agree to resolve any such Dispute by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") (rules available at <https://www.jamsadr.com/>). Unless permitted in this section, all issues are for the arbitrator to decide, including jurisdictional and arbitrability issues and the formation, existence, validity, interpretation, and scope of this arbitration provision. The arbitration will be conducted in Santa Clara County, California (or the nearest JAMS office to Santa Clara County), unless you request an in-person hearing in your hometown or you and NVIDIA agree otherwise. You and NVIDIA agree that the parties will arbitrate all Disputes, remedies, and requests for relief subject to individual arbitration first, the arbitrator will only determine issues of liability on the merits of any claim asserted, and the arbitrator may only award declaratory or injunctive relief for the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and NVIDIA agree that any remaining unresolved Disputes, remedies, or requests for relief may be pursued in court only after the arbitrator's award has been issued. In any later court proceeding, the arbitrator's factual findings will not be entitled to deference by the court. Nothing in the TOU will prevent a party from seeking injunctive or other equitable relief from the courts in any jurisdiction to prevent the actual or threatened violation of

that party's data security, intellectual property rights, or other proprietary rights. If for any reason this "Governing Law; Dispute Resolution" section of the TOU is unenforceable concerning any Dispute, and a Dispute proceeds in a court of general jurisdiction, the Dispute will be exclusively brought in state or federal court located in Santa Clara County, California.

Class Action, Representative Action, & Jury Trial Waiver. All Disputes must be brought by a party in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and NVIDIA agree to waive the right to a jury trial, participate in class action lawsuits, class-wide arbitrations, any collective, consolidated, or other proceeding or request for relief where someone acts in a representative capacity.

Right to Opt-Out. You may opt-out of the foregoing jury trial, class action, arbitration, and collective or consolidated proceeding waiver provision by notifying NVIDIA in writing within 30 days of commencement of use of the Site, within 30 days of the effective date of the TOU, or within 30 days of any future change NVIDIA may make to the TOU. Such written notification must be sent by mail to NVIDIA Corporation, Attn: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051 and must include (a) your name, (b) your address, (c) the reference to the TOU and Technology as the offering to which the notice relates, and (d) a clear statement indicating that you do not wish to resolve disputes through arbitration and demonstrating compliance with the 30-day time limit to opt-out. Any opt-out notification received after the opt-out deadline or not including the required items noted in (a)-(d) in the preceding sentence will not be valid and you will be required to pursue your Dispute in arbitration or small claims court. Opting out of this dispute resolution procedure will not affect the terms and conditions of the TOU, which still apply to you. If you opt-out of any future change NVIDIA may make to this "Governing Law; Dispute Resolution" section of the TOU, the most recent version of "Governing Law; Dispute Resolution" section of the TOU before the change you rejected will apply.

Governing Law. You and NVIDIA each agree that all Disputes will be governed by the Federal Arbitration Act, in addition to the internal substantive laws of the State of Delaware and the United States, without regard to or application of its conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any translation of the TOU is done for local requirements and, if there is a dispute between the English and any non-English versions, you and NVIDIA agree that the English version of the TOU will govern to the extent not prohibited by local law in your jurisdiction.

19. GENERAL

If NVIDIA needs to contact you about the TOU or the Technology, you consent to receive the notices by mail or email. You agree that any such 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, ATTN: Legal Department.

You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with the TOU.

Use of the Technology is subject to United States export laws and regulations. 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. . These laws include restrictions on destinations, end-users and end-use. By accepting the TOU, you confirm that you are not currently residing in a country or region currently embargoed by the U.S. and that you are not otherwise prohibited from accessing or using the Technology available to you.

NVIDIA software is, and will be treated as being, "Commercial Items" as that term is defined at 48 CFR § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in, respectively, 48 CFR § 12.212 and 48 CFR §§ 227.7202 & 252.227-7014(a)(1). Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions in this license under 48 CFR § 12.212 or 48 CFR § 227.7202. In no event will the US Government user acquire rights in NVIDIA software beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2).

If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") by mailing your notice to the attention of NVIDIA

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