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THESE TOU IS A CONTRACT BETWEEN YOU AND NVIDIA CORPORATION (“NVIDIA”). By registering or accessing the Sites, Content and User Forum Content you are affirming that you have read, understand, and agree to be bound to the TOU. PLEASE ALSO NOTE THE BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER SECTION BELOW AS IT AFFECTS HOW DISPUTES WILL BE HANDLED.

The TOU can be accepted only by an adult of legal age of majority in the country in which the Sites, Content and User Forum Content are 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 these TOU, in which case “you” will mean the entity you represent.

If you don’t have the required age or authority to accept these TOU, or if you don’t accept all the terms and conditions of these TOU, do not access or use the Sites, Content and User Forum Content in any way.

ACCESS

You are provided with access to the Sites, Content and User Forum Content. NVIDIA may provide you with the ability to download certain Content, as described more fully on the Sites. Certain parts of the Sites, Content and User Forum Content may be made available by NVIDIA to a limited audience, or with other limits.

You are responsible for maintaining your NVIDIA Account credentials secure for your use only. You agree to notify NVIDIA of any known unauthorized use of your NVIDIA account.

NVIDIA owns and operates the Sites and Content and shall have the right at any time to change or discontinue any aspect or feature of them or of User Forum Content, at any time and without notice. Such changes, modifications, additions or deletions shall be effective upon such changes having been made.

LICENSES

Certain Content available to you by NVIDIA are accompanied by separate license agreement(s). You acknowledge and agree that such license agreement shall govern your use of such Content, in addition to the terms of these TOU. You further agree that where there is conflict between the terms of these TOU and the corresponding provisions in the applicable license agreement(s), the corresponding license agreement(s) shall govern.

Content made available to you for download or use hereunder not provided under separate license agreement(s), NVIDIA hereby grants you a nonexclusive, nontransferable license, without the right to sublicense, to use such Content for your personal use only, subject to you agreeing that you will not (nor authorize others to):

- decompile, reverse engineer, disassemble, sublicense, modify, create derivative works of, rent, lease, loan, timeshare, sell, distribute, disclose, publicly display, publish, assign or transfer the Content to any other person or entity;

- remove any copyright, other intellectual property or proprietary notices from the Content;
- use the Content for the purpose of developing competing products or technologies or assisting a third party in such activities;
- use the Content with any system or application where the use or failure of such system or application can reasonably be expected to threaten or result in personal injury, death, or catastrophic loss including, without limitation, use in connection with any nuclear, avionics, navigation, military, medical, life support or other life critical application, unless you have a separate agreement with NVIDIA for this purpose; or
- use the Content in any manner that would cause the Content to become subject to a software license that requires as a condition of use, modification, and/or distribution that the Content be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

You further agree that when you receive training Content and training resources from NVIDIA, such Content and resources are provided for training use only, and not for any other purpose. Your access to training Content or resources may be suspended or terminated in the event of abuse.

The Content may come bundled with, or otherwise include or be distributed with, third party software licensed by a NVIDIA supplier and/or open source software provided under an open source license. Copyright to third party software is held by the copyright holders indicated in the third-party license terms.

The Sites, including all their Content, are subject to intellectual property rights, and all rights, title, and interest in and to the Sites and Content belong to NVIDIA or its suppliers. NVIDIA's trademarks may be used publicly only with permission from NVIDIA, and nothing in these TOU shall be construed as granting such permission. Fair use of NVIDIA's trademarks in advertising and promotion of NVIDIA products requires proper acknowledgment. Under these TOU alone you are not granted a right or license to incorporate or distribute any NVIDIA intellectual property in any product, and license agreement(s) accompanying Content may or not grant you such rights. Your rights in the Content are limited to those expressly granted under these TOU and no other licenses are granted whether by implication, estoppel or otherwise.

You shall use the Sites, Content and User Forum Content exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others.

You agree not to circumvent, bypass, disable or otherwise interfere with any technical limitations, encryption, security, digital rights management, or authentication mechanism of the Sites or Content, or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Content.

You may not misuse, disrupt, or exploit NVIDIA servers for any unauthorized use, or try to access areas not intended for users, or upload to NVIDIA servers any malware (such as viruses, drop dead device, worm, trojan horse, trap, back door or other software routine of such nature), or use NVIDIA servers for any form of excessive automated bulk activity, or to relay any other form of unsolicited advertising or solicitation.

FEEDBACK

You may, but are not obligated to, provide to NVIDIA suggestions, fixes, modifications, feature requests or other feedback, whether verbally or in written or source code form, including any and all test results, error data, bugs, reports or other information, however learned and by whomever collected, relating to the Sites and Content ("Feedback").

You agree not to provide to NVIDIA with Feedback anything that (a) breaches obligations of confidentiality owed to a third party; (b) infringes any third party intellectual property rights or any applicable law; or (c) constitutes “spam” or is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, libelous, obscene, vulgar, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable.

You hereby grant NVIDIA and its affiliates a perpetual, non-exclusive, worldwide, irrevocable license to use, reproduce, modify, license, sublicense (through multiple tiers of sublicensees), distribute (through multiple tiers of distributors) and otherwise commercialize any Feedback without the payment of any fees or royalties to you. NVIDIA has no obligation to respond to Feedback or to incorporate Feedback into the Sites or Content.

You further agree that NVIDIA shall be free to use any general knowledge, skills and experience, (including, but not limited to, ideas, concepts, know-how, or techniques) ("Residuals"), contained in Feedback, your products and/or your confidential information voluntarily provided to NVIDIA and which are retained in the memories of NVIDIA’s employees, agents, or contractors who have had access to such Residuals. NVIDIA shall not have any obligation to limit or restrict the assignment of such employees, agents or contractors or to pay fees or royalties for any work resulting from the use of Residuals.

FREEDOM OF ACTION

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 Feedback and any of your products or your confidential information, which may be provided to NVIDIA under these TOU. Subject to NVIDIA’s confidentiality obligations to you, as applicable, you agree that nothing in these 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 or compete with your products or your confidential information.

CONFIDENTIAL INFORMATION

“Confidential Information” of NVIDIA shall mean 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 shall not disclose or use any NVIDIA Confidential Information for any purpose outside the scope of these TOU, except with NVIDIA’s prior written permission.
- You shall not disclose NVIDIA Confidential Information to any third parties, including any affiliates, subsidiaries, parent or sister companies, without the express prior written approval of NVIDIA.
- Additionally, if NVIDIA Confidential Information is provided in written form, any copies that you make will be identified on each page as belonging to NVIDIA and marked “NVIDIA CONFIDENTIAL INFORMATION”.
- You acknowledge that unauthorized disclosure or use of NVIDIA’s Confidential Information could cause NVIDIA irreparable harm and significant injury that may be difficult to ascertain. You thereby agree that NVIDIA will have the right to seek injunctive relief to enforce your obligations under these TOU in addition to any other rights and remedies it may have.

“Confidential Information” does not include any materials or information to the extent that you can demonstrate that such materials or information: (1) has been published or is otherwise readily available to the public other than by a breach of these TOU; (2) has been rightfully received by the receiving party from a third party without confidential limitations; or (3) has been independently developed for the receiving party by personnel or agents having no access to the NVIDIA Confidential Information.

You acknowledge that any User Forum Content that you post in a publicly viewable area of the Sites can be read, collected, used, copied, transmitted, disclosed or otherwise disseminated by others for any purpose. The same is applicable for any personally identifiable information that you provide in a user forum, and such information may be used to send you unsolicited messages.

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

NVIDIA USER FORUMS

NVIDIA will from time to time, at its sole discretion, make available user forums on the Sites. You may discuss information related to the subject of such user forum with other participants who are in the same designated user forum. **Except for the limited purpose of discussing with other participants within such forums, NVIDIA does not grant you the right to copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate any Content made available by NVIDIA on a user forum elsewhere.**

In user forums you may find (a) Content, and (b) software, content and information made available by user forum participants (collectively, “User Forum Content”). The Content and User Forum Content are provided for informational purposes only and any use or reliance on any of the foregoing is at your own risk. The existence of User Forum Content or any opinions or advice expressed by participants on the user forums shall not be construed as or imply an endorsement or recommendation by NVIDIA.

You are responsible for all User Forum Content that you post and otherwise make available through the user forums. Any User Forum Content that you transmit or post to user forums will be considered non-confidential. You hereby grant NVIDIA and others, including (but not limited to) user forum participants, a non-exclusive, worldwide license to use, copy, modify, disclose, distribute, incorporate and otherwise use the User Forum Content that you posted and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes without compensation to you. You acknowledge that you will not be able to remove User Forum Content from the user forums and copies of User Forum Content may continue to exist on the user forums and/or elsewhere, such as in published or recorded form once it has been obtained or reposted by others. You may contact NVIDIA to request removal of User Forum Content that you posted. However, NVIDIA has no responsibility or liability for the removal or deletion of, or the failure to remove or delete, any User Forum Content on the user forums or elsewhere.

In connection with providing User Forum Content, you represent and warrant that: (i) you either are the sole and exclusive owner of the User Forum Content that you make available through the user forums or you have all rights, licenses, consents and releases that are necessary to grant the rights to the User Forum Content, as contemplated under these TOU; and (ii) neither the User Forum Content nor your posting, publication, submission or transmittal of it or the use of it (or any portion thereof) on, through or by means of the user forums will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or

other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

In connection with providing User Forum Content, you further represent and warrant that you will not post, submit or otherwise transmit any User Forum Content or other material that: (i) contains any confidential information or any competitive benchmarking information; (ii) violates, or encourages any conduct that would violate any applicable law or regulation or would give rise to legal liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; (vii) promotes illegal activities; or (xiii) contains any malware, viruses, or other destructive code.

NVIDIA reserves the right to monitor and regulate the user forums and, at any time and without prior notice, to review, edit, remove or disable access to any User Forum Content for any reason.

If you are a copyright owner or an agent thereof and believe that any User Forum Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by mailing your notice to the attention of the NVIDIA Copyright Agent, NVIDIA Corporation Legal Department, with an address at 2788 San Tomas Expressway, Santa Clara CA 95051 USA in accordance with 17 U.S.C 512(c)(3). Additional information about NVIDIA's copyright notice and procedures are located at <https://www.nvidia.com/en-us/about-nvidia/copyright-claims/>. You acknowledge that if you fail to comply with all of the DMCA requirements, your DMCA notice may not be valid.

NO WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITES, CONTENT AND USER FORUM CONTENT ARE PROVIDED ON A "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NO WARRANTY IS MADE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE.

WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE SITES, CONTENT AND USER FORUM CONTENT 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; OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NVIDIA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TOU WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY. IF, NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TOU, NVIDIA IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED TO THESE TOU, NVIDIA'S ENTIRE LIABILITY UNDER THESE TOU SHALL BE LIMITED TO FIFTY DOLLARS (\$50.00). THE NATURE OF THE LIABILITY OR THE NUMBER

OF CLAIMS OR SUITS SHALL NOT ENLARGE OR EXTEND THIS LIMIT. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER NVIDIA OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

DATA COLLECTION AND COMMUNICATIONS

You hereby acknowledge that you may be required to provide certain personal information such as name, email address, and company in order to register and gain access to some areas of the Sites.

In addition to your registration information, NVIDIA may collect data, such as the Content you have downloaded, or send you surveys, in each case for the purpose of improving NVIDIA products and services.

NVIDIA will correspond with you from time to time to communicate technical information, updates and/or changes regarding the Sites, Content, and User Forum Content. With your consent, NVIDIA may also send you marketing materials. 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.

TERMINATION

NVIDIA may suspend or terminate your access to the Sites, to Content or to User Forum Content at any time at NVIDIA's sole discretion. Upon suspension or termination, your licenses under these TOU to the affected Sites or Content shall cease, and you shall immediately destroy or return to NVIDIA the affected Content and related NVIDIA Confidential Information. Upon written request from NVIDIA, you shall certify in writing that such actions have been completed. Those provisions in these TOU, which by their nature need to survive the termination or expiration of these TOU, shall survive termination or expiration of these TOU, including but not limited to the sections entitled "Feedback", "Freedom of Action", "Confidential Information", "No warranties", "Limitations of Liability", "Communication", "Termination", and "Miscellaneous".

THIRD PARTY SITES, PRODUCTS AND INFORMATION

In connection with the Sites, Content and User Forum Content you may receive access to links to third-party websites and services and the availability of those links does not imply any endorsement by NVIDIA. 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: (i) the availability or accuracy of such links; or (ii) the products, services or information available on or through such links; or (iii) the privacy statements or practices of websites and services controlled by other companies or organizations.

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

GOVERNING LAW

These TOU and all disputes that may arise from it or arise out of use of the Sites, Content and User Forum Content shall be governed by the Federal Arbitration Act, in addition to the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The United Nations Convention on Contracts for the

International Sale of Goods shall not apply to these TOU. You hereby agree to all terms of these TOU in the English language.

BINDING ARBITRATION

In the event of any claim against or dispute or controversy with NVIDIA arising out of or relating to these TOU, including use of the Sites, Content or User Forum Content (collectively, "Disputes"), you agree to first contact NVIDIA by U.S. Mail at NVIDIA Corporation, ATTN: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051 and attempt to resolve the Dispute with NVIDIA informally. In the unlikely event that NVIDIA has not been able to resolve such Dispute it has with you within 60 days of your original informal claim (or sooner if, in NVIDIA's opinion, a Dispute is not likely to be resolved within 60 days), you and NVIDIA each agree to resolve any such Dispute (excluding any NVIDIA claims for injunctive or other equitable relief) by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Santa Clara County, California under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. 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. Nothing in this section shall prevent either party from seeking injunctive or other equitable relief from any courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, intellectual property rights, confidentiality rights, or other proprietary rights. If for any reason this agreement to arbitrate is found not to apply to a Dispute and as a result a Dispute proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in Santa Clara County, California.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION UNLESS SUCH ARBITRATION IS NECESSARY TO EFFECTUATE THE ENFORCEMENT OF THE COURT CLASS ACTION WAIVER OR IN THE EVENT THAT CLASS ARBITRATION IS EXPRESSLY AGREED TO BY NVIDIA. YOU AGREE THAT, BY ENTERING INTO THESE TOU, YOU AND NVIDIA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

YOU MAY OPT OUT OF THE FOREGOING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION OF THESE TOU BY NOTIFYING NVIDIA IN WRITING WITHIN 30 DAYS OF COMMENCEMENT OF USE OF THE SITES OR CONTENT (WHICHEVER IS EARLIER) UNDER THESE TOU. SUCH WRITTEN NOTIFICATION MUST BE SENT TO ATTN: LEGAL, 2788 SAN TOMAS EXPRESSWAY, SANTA CLARA, CALIFORNIA, 95051 AND MUST INCLUDE (1) YOUR NAME, (2) YOUR ADDRESS, (3) THE REFERENCE TO THE NVIDIA TECHNOLOGY ACCESS TERMS OF USE AS THE AGREEMENT THE NOTICE RELATES TO, AND (4) 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.

GENERAL

If NVIDIA needs to contact you about these TOU (including without limitation your use of the Sites, Content, your participation in user forums or your User Forum Content), you consent to receive the notices by 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, Attention: Legal Department.

Use of the Sites, Content and User Forum Content is subject to United States export laws and regulations. You agree to comply with all applicable U.S. and international export laws, including the Export Administration

Regulations (EAR) administered by the U.S. Department of Commerce and economic sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). These laws include restrictions on destinations, end-users and end-use. By accepting these 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 Sites, Content and User Forum Content.

Content is, and shall 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", respectively, 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 pursuant to 48 CFR § 12.212 or 48 CFR § 227.7202. In no event shall the US Government user acquire rights in Content beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2).

Your relationship to NVIDIA is that of an independent contractor, and neither party is an agent or partner of the other. You will not have, and will not represent to any third party that you have, any authority to act on behalf of NVIDIA.

Neither party will be responsible for any failure or delay in its performance under these TOU to the extent due to causes beyond its reasonable control.

These TOU are the final, complete and exclusive agreement between the parties relating to the subject matter here and supersede all prior or contemporaneous understandings and agreements relating to this subject matter, whether oral or written. If any court of competent jurisdiction determines that any provision of these TOU are illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Any amendment or waiver under these TOU with you shall be in writing and signed by representatives of both parties, and general changes to the TOU can occur as described below.

NVIDIA may make changes to these TOU from time to time. NVIDIA will publish the new terms of use at <https://developer.nvidia.com/technology-access-agreement>. Updated versions of the NVIDIA privacy policy and NVIDIA account terms will be posted on the applicable NVIDIA website. The updated terms of use will be effective when published. Please review the terms of use on a regular basis. You understand and agree that your express acceptance of the updated terms of use or your use of the Sites, Content and User Forum Content after the date of publication shall constitute your agreement to the updated terms of use. If you do not agree with the terms of the updated terms of use, you must stop using the Sites and stop obtaining Content and User Forum Content.

These TOU, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you in whole or in part, including by, operation of law or any other manner without NVIDIA's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

(v. December 15, 2020)