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10. Term and Termination.

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10.2 Termination for Convenience. Either party may terminate this Agreement at any time with seven (7) days' advance written notice to the other party.

10.3 Termination for Cause. Either party may terminate this Agreement for cause if the other party (a) fails to cure a material breach of this Agreement within ten (10) days of the non-breaching party's written notice of the breach, or immediately upon written notice in the event of breach of confidentiality obligations; (b) stops doing business in the ordinary course, which termination will be effective immediately upon written notice; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the party and not dismissed within sixty (60) days, which termination will be effective immediately upon written notice. Additionally, this Agreement will automatically terminate without notice from NVIDIA if you commence or participate in any legal proceeding against NVIDIA with respect to the Licensed Materials.

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17.1 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.

17.2 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.

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

17.4 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. Any violation of such laws by you will void any warranty for the associated products and technologies. 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.

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17.6 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. If NVIDIA needs to contact you about the Licensed Materials, you consent to receive the notices by email and agree that such notices will satisfy any legal communication requirements.

17.7 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.

17.8 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 6, 2024)