LICENSE AGREEMENT FOR NVIDIA AUDIO EFFECTS MICROSERVICE EVALUATION

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2.9 Unless you have an agreement with NVIDIA for this purpose, you may not use the SOFTWARE provided under this Agreement and derivative works in a system or application where the use of or failure of such system or application developed with SOFTWARE provided by NVIDIA could result in injury, death or catastrophic damage. NVIDIA will not be liable to you or any third party, in whole or in part, for any claims or damages arising from these uses. 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.

2.10 You agree to defend, indemnify and hold harmless NVIDIA and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all 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 use of the SOFTWARE and derivative works outside of the scope of this Agreement or not in compliance with its terms.

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NVIDIA may require certain personal information such as name and email address to deliver or provide products or services to you.
The SOFTWARE may contain 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 to understand how they may collect, use and share your data. NVIDIA is not responsible for the privacy statements or practices of third party sites or services.

5. Confidentiality.

You agree that you will not use, nor authorize others to use, NVIDIA Confidential Information, except as necessary for the performance of this Agreement, and that you will not disclose NVIDIA Confidential Information to any third party, except to permitted users under this Agreement that have a need to know such Confidential Information for the purpose of this Agreement, provided that each such recipient is subject to a written agreement that includes confidentiality obligations consistent with these terms. You agree to use all reasonable efforts to maintain the confidentiality of NVIDIA Confidential Information in your possession or control, but in no event less than the efforts that you ordinarily use with respect to your own Confidential Information of similar nature and importance. “Confidential Information” means the SOFTWARE including its features and functionality, and any results of benchmarking or other competitive analysis or regression or performance data relating to the SOFTWARE.

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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. 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.

16. Waiver.

No failure or delay by a party to enforce any Agreement term or obligation will operate as a waiver by that party, nor prevent the enforcement of such term or obligation later.

17. Export.

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. These laws include restrictions on destinations, end-users and end-use.

18. Government Use.

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Unless otherwise specifically stated in this Agreement, all notices, requests, consents and other communications, which are required or permitted under this Agreement, will be in writing to the address below and will be effective (i) upon receipt if by personal delivery, (ii) upon receipt if by certified or registered mail (return receipt requested), or (iii) one (1) day after it is sent if by next day delivery by a major commercial delivery service. 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.


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.


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.

22. 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 on the receiving party and are null and void. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

(v. January 11, 2023)