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 - (b) configure the Software using configuration files provided (if applicable),
 - (c) modify and create derivative works of any sample or example source code NVIDIA delivers to you as part of the Software ("Derivatives") (if applicable), and

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- 2.3 Reverse engineer, decompile, or disassemble the Software components provided in binary form, nor attempt in any other manner to obtain source code of such Software;
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 - 2.12 Disclose any evaluation or test results regarding the Software or Derivatives without prior written notice to NVIDIA at legate@nvidia.com.
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- 9.1 Term. This Agreement has a duration of one (1) year starting from the date of initial download (even if you download the same version or updates of the Software later and it is accompanied by this Agreement or another Agreement), unless terminated earlier in accordance with this Agreement.
- 9.2 Termination for Convenience. Either party may terminate this Agreement at any time with thirty (30) days' advance written notice to the other party.
- 9.3 Termination for Cause. If you commence or participate in any legal proceeding against NVIDIA with respect to the Software, this Agreement will terminate immediately without notice. Either party may terminate this Agreement for cause if:
- (a) The other party fails to cure a material breach of this Agreement within ten (10) days of the non-breaching party's written notice of the breach;
 - (b) the other party breaches its license rights under this Agreement, which termination will be effective immediately upon written notice;
 - (c) the other party stops doing business in the ordinary course, which termination will be effective immediately upon written notice;
 - (d) the other party 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.
- 9.4 Effect of Termination. Upon any expiration or termination of this Agreement, you will promptly
- (a) stop using and return, delete or destroy all Software received under this Agreement, and
 - (b) delete or destroy Derivatives created under this Agreement, unless an authorized NVIDIA

representative provides prior written approval that you may keep a copy of the Derivatives solely for archival purposes. Upon written request, you will certify in writing that you have complied with your obligations under this Section 13.4 ("Effect of Termination").

- 9.5 Survival. Section 1.2 ("License Grant to NVIDIA"), Section 6 ("Components Under Other Licenses"), Section 7 ("Ownership"), Section 8 ("Feedback"), Section 9.4 ("Effect of Termination"), Section 9.5 ("Survival"), Section 10 ("Disclaimer of Warranties"), Section 11 ("Limitation of Liability"), Section 12 ("Indemnity") and Section 13 ("General") will survive any expiration or termination of this Agreement.

10. Disclaimer of Warranties. THE SOFTWARE IS PROVIDED BY NVIDIA AS-IS AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND COURSE OF DEALING. NVIDIA DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY THIRD-PARTY INFORMATION, TEXT, GRAPHICS, LINKS CONTAINED IN THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ANY DEFECTS OR ERRORS WILL BE CORRECTED, ANY CERTAIN CONTENT WILL BE AVAILABLE; OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO INFORMATION OR ADVICE GIVEN BY NVIDIA WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY PROVIDED IN THIS AGREEMENT. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE SOFTWARE OR DERIVATIVES AND ASSUME ANY RISKS ASSOCIATED WITH YOUR USE OF THE SOFTWARE OR DERIVATIVES.

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- 11.1 EXCLUSIONS. 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 THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
- 11.2 DAMAGES CAP. 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 THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).

12. Indemnity. You will defend, indemnify and hold harmless NVIDIA and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all third-party 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 Derivatives outside of the scope of this Agreement or in breach of the terms of this Agreement.

13. General.

- 13.1 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.

- 13.2 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.
- 13.3 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.
- 13.4 No Waiver. No failure or delay by a party to enforce any term or obligation of this Agreement will operate as a waiver by that party, or prevent the enforcement of such term or obligation later.
- 13.5 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. 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.
- 13.6 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.

- 13.7 Notices. Please direct your legal notices or other correspondence to legalnotices@nvidia.com with a copy mailed to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department. 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.
- 13.8 Severability. 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.
- 13.9 Amendment. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.
- 13.10 Entire Agreement. Regarding the subject matter of this Agreement, the parties agree that (a) this Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior and contemporaneous communications and (b) 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.