

NVIDIA ACADEMIC HARDWARE GRANT PROGRAM AGREEMENT

The NVIDIA Academic Hardware Grant Program (the “Program”), as updated by NVIDIA at its discretion from time to time, is an award program for academic research and teaching projects. Your participation in the Program, which starts with an application to join, is governed by these terms and conditions. THESE TERMS AND CONDITIONS ARE A CONTRACT BETWEEN YOU AND NVIDIA CORPORATION (“NVIDIA”). By participating in the Program, you are affirming that you have read, understand, and agree to be bound to these terms and conditions. These terms and conditions can be accepted only by an adult of legal age of majority in the country in which you apply to participate in the Program. If you are entering into these terms and conditions on behalf of a company or other legal entity, you represent that you have the legal authority to bind the entity to these terms and conditions, in which case “you” will mean the entity you represent. If you don’t have the required age or authority to accept these terms and conditions, or if you don’t accept all these terms and conditions, do not participate in the Program in any way.

THE PROGRAM OFFERING

NVIDIA will, from time to time, define Program award recipients and the applicable awards. Awards may include, as examples, NVIDIA hardware products, or other NVIDIA products or services such as licenses or training services. NVIDIA reserves the right to substitute any of the awards communicated as available to an intended recipient with any article or service of similar or greater value at NVIDIA’s sole discretion. Awards are limited and NVIDIA will determine the award recipients and awards at its sole discretion. NVIDIA may receive applications from multiple parties for a specific Program offering, but awards available may be limited in quantity, by geography, or for other reasons and as such applying for the Program may not result in an award. If you are selected as an award recipient, NVIDIA will notify you about next steps to receive the award. Each intended recipient must respond to the notification within the timeframe specified by NVIDIA of not less than fourteen (14) days from the time the notification message or email is sent, or the award will be forfeited and may be awarded to an alternate recipient.

HOW TO APPLY FOR A PROGRAM

To apply for a Program award, you must complete the application form. All applications, whether online or by mail, must be received within the timeframe specified for the Program offering, or if no timeframe is specified NVIDIA will review them on a rolling basis.

AWARD USE AND REQUIREMENTS

The award is provided by NVIDIA solely for the purpose indicated in the award letter. As an example, if the purpose is for university research in a specific field and project and the award includes NVIDIA hardware products, then the NVIDIA hardware products are for use for that project.

You agree to use awards only for purposes that are permitted by (a) these terms and conditions, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You agree that you will not sell, transfer, lease or dispose of awards received without NVIDIA’s prior written approval for 3 years after the award is received. You also agree that after delivery of an award, you will update NVIDIA regarding your project and progress via questionnaires provided by NVIDIA, and if requested by NVIDIA to provide information describing how the award was used for the approved purpose. If the information you sent to NVIDIA for the award is or was not correct or if you fail to provide updated information or make reasonable progress in the project, you will lose access to future Program benefits.

Except for taxes on NVIDIA's net income, the recipient shall bear all taxes, duties, levies, tariffs and other similar charges, imposed by authority on the delivery and use of the award, including any applicable sales, use excise, value-added, consumption, gross receipts, services, withholding, personal property or other taxes. For the avoidance of doubt, recipient agrees to act as an importer of record and pay all taxes and duties applicable to the importation. Recipient agrees to provide NVIDIA with supporting documents (e.g., receipts) to confirm the receipt of the award.

ACKNOWLEDGMENT

Recipient will prominently mention "This research was supported by grants from NVIDIA and utilized NVIDIA *"<list of NVIDIA products used in the project>"* in all publications, research papers and press releases relating to the NVIDIA Academic Hardware Grant Program or project proposal approved by NVIDIA.

NO WARRANTIES

CERTAIN AWARDS, SUCH AS NVIDIA HARDWARE PRODUCTS, HAVE THEIR OWN PRODUCT WARRANTIES. EXCEPT FOR WARRANTIES PROVIDED BY NVIDIA FOR NVIDIA PRODUCTS OR SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE AWARDS ARE PROVIDED "AS IS" AND NVIDIA DISCLAIMS ALL WARRANTIES RELATED TO THE PROGRAM 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 NON-INFRINGEMENT.

LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NVIDIA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE USE OR PERFORMANCE OF THE AWARDS, 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. IN NO EVENT WILL NVIDIA'S AND ITS AFFILIATES TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THESE TERMS AND CONDITIONS EXCEED US\$10.00. THE NATURE OF THE LIABILITY OR THE NUMBER OF CLAIMS OR SUITS SHALL NOT ENLARGE OR EXTEND THIS LIMIT. These exclusions and limitations of liability shall apply regardless if NVIDIA or its affiliates have been advised of the possibility of such damages, and regardless of whether a remedy fails its essential purpose.

PERSONAL DATA AND COMMUNICATIONS

You expressly consent to NVIDIA's collection, processing and use of personal information that you provide in connection with the Program, including, but not limited to, names, emails and addresses, under the terms of NVIDIA's privacy policy, which can be accessed at <https://www.nvidia.com/en-us/about-nvidia/privacy-policy/>. You may update your personal information within the Program portal, or by contacting NVIDIAGPUGRANT@nvidia.com.

NVIDIA may correspond with you from time to time about your participation in the Program including, but not limited to, awards and reporting, updates and/or changes regarding the Program, and relevant event invitations and opportunities such as calls for submissions. By agreeing to these terms and conditions, you consent that NVIDIA may provide you with such communications.

GENERAL

These terms and conditions are the entire agreement of the parties regarding the Program. These terms and conditions will be governed in all respects by the laws of the United States and of the State of Delaware as those laws are applied to contracts entered into and performed entirely within Delaware by Delaware residents, without regard to the conflicts of laws principles. Recipient agrees to comply with all applicable anti-bribery and anti-corruption laws, including as applicable local laws, the United States' Foreign Corrupt Practices Act ("FCPA"), United Kingdom's Bribery Act ("UK Act") and laws enacted pursuant to the Organization of Economic Cooperation and Development (OECD) Convention on combating bribery. Recipient agrees to comply with all applicable import and export laws, including U.S. export regulations. No transfer of ownership or grant of any intellectual property will occur under these terms and conditions. Neither party will be responsible for any failure or delay in its performance under these terms and conditions to the extent due to causes beyond its reasonable control. 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. These terms and conditions, and your rights and obligations described here, may not be assigned, subcontracted, delegated, or otherwise transferred by you, including by operation of law or any other manner, without NVIDIA's prior written consent.

CHANGES TO THESE TERMS AND CONDITIONS

If NVIDIA makes changes to these terms and conditions, then NVIDIA will present such revised terms and conditions by posting an updated version generally on the NVIDIA Program website page, in an email notification or through other reasonable means. The new terms and conditions will apply to you, provided they apply to participants generally and do not single you out.

(v. July 2, 2021)