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**7. TERM AND TERMINATION.** This EULA and your licenses hereunder shall become effective upon the Effective Date and shall remain in effect for a period of one year from the Effective Date, unless earlier terminated as provided in this section. This EULA may be terminated upon written notice in the event of breach of any of the terms of this EULA. Termination of this EULA shall not release the parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this EULA to survive termination. Notwithstanding the foregoing, the party terminating this EULA shall incur no additional liability merely by virtue of such termination. Termination of this EULA regardless of cause or nature shall be without prejudice to any other rights or remedies of the parties and shall be without liability for any loss or damage occasioned thereby. Upon any expiration or termination of this EULA (i) you must promptly discontinue use of the Licensed Software, and (ii) you must promptly destroy or return to NVIDIA all copies of the Licensed Software

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**8. CONSENT TO COLLECTION AND USE OF INFORMATION.** You hereby acknowledge that the software may access, collect and transmit both non-personally identifiable information and personally identifiable information about you and your computer system ("Customer System") as well as configures Customer System in order to (a) properly optimize Customer System for use with the software, (b) deliver software and services, or content through the software, (c) optimize, maintain, repair and/or administer NVIDIA products and services, and/or (d) deliver marketing communications. Information collected by the software includes, but is not limited to, Customer System's (i) hardware configuration and ID, (ii) operating system and driver configuration, (iii) installed applications, (iv) applications settings, performance, and usage metrics, and (iv) usage metrics of the software. To the extent that you use the software, you hereby consent to all of the foregoing, and represent and warrant that you have the right to grant such consent. To the extent that you provide to NVIDIA during registration or otherwise your personal information, you acknowledge that such information will be collected, used and disclosed by NVIDIA in accordance with NVIDIA's privacy policy, available at URL [http://www.nvidia.com/object/privacy\\_policy.html](http://www.nvidia.com/object/privacy_policy.html). You consent to the processing of personal information by NVIDIA Corporation, its subsidiaries and their respective agents to facilitate the subject matter of this EULA and you will obtain all required consents from third parties before providing personal information to NVIDIA, including as required under privacy and data protection laws and regulations.

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9.5 **Injunctive Relief.** The parties agree that a breach of any of the promises or agreements contained in this EULA may result in

irreparable and continuing injury for which monetary damages would not be an adequate remedy and therefore the parties are entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

9.6 Waiver. The failure by either party to enforce its rights under this EULA at any time for any period will not constitute a waiver of future enforcement of that right or any other right. Any waiver will be effective only if in writing and signed by duly authorized representatives of each party.

9.7 Severability. If for any reason a court of competent jurisdiction finds any provision of this EULA invalid or unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the other provisions of this EULA will remain in full force and effect.

9.8 U.S. Government Legend. You agree and certify that you will comply with all laws, regulations, rules, and other requirements applicable to transaction(s) with any government(s) occurring pursuant to this EULA and all related matters. The Licensed Software has been developed entirely at private expense and is "commercial items" consisting of "commercial software" and "commercial software documentation" provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in this EULA under which Licensed Software was obtained pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is NVIDIA, 2701 San Tomas Expressway, Santa Clara, CA 95050.

9.9 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this EULA to the extent due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, war, earthquake, environmental conditions, governmental action, acts of civil or military authority, riots, wars, sabotage, strikes, compliance with laws or regulations, strikes, lockouts or other serious labor disputes, or shortage of or inability to obtain material or equipment for so long as such event of force majeure continues in effect.

9.10 Export Control. You acknowledge that the Licensed Software, technology and related documentation described under this EULA are subject to the U.S. Export Administration Regulations (EAR) and economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). You agree to comply with the EAR and OFAC regulations and all applicable international and national export and import laws. You agree not to export or re-export the Licensed Software, technology and related documentation to any destination requiring an export license or other approval under the EAR or OFAC regulations otherwise without first obtaining such export license or approval and NVIDIA's permission. You will not, without prior governmental authorization, export or re-export NVIDIA Licensed Software, technology and related documentation, directly or indirectly, (i) to any end-user whom you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; (ii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (iii) to any countries that are subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria and the Region of Crimea).

9.11 General. This EULA constitutes the entire agreement of the parties with respect to the subject matter hereto and supersedes all prior negotiations, conversations, or discussions between the parties relating to the subject matter hereto, oral or written, and all past dealing or industry custom. Any notice delivered by NVIDIA to you under the EULA will be delivered via mail, email or fax. Any additional and/or conflicting terms and conditions on purchase order(s) or any other documents issued by you are null, void, and invalid. This EULA and the rights and obligations hereunder may not be assigned by you, in whole or in part, including by merger, consolidation, dissolution, operation of law, or any other manner, without written consent of NVIDIA, and any purported assignment in violation of this provision shall be void and of no effect. Each party acknowledges and agrees that the other is an independent contractor in the performance of this EULA, and each is solely responsible for all of its employees, agents, contractors, and labor costs and expenses arising in connection therewith. This EULA will be governed by and construed under the laws of the State of Delaware and the United States without regard to the conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties consent to the personal jurisdiction of the federal and state courts located in Santa Clara County, California. If one or more provisions of this EULA are held to be unenforceable under applicable law, such provision shall be excluded from this EULA and the balance of the EULA shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. Any amendment or waiver under this EULA must be in writing and signed by representatives of both parties.