

NVIDIA TECHNOLOGY ACCESS TERMS OF USE

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The NVIDIA Technology Access Program, as updated by NVIDIA at its sole discretion from time to time, includes access to NVIDIA websites (the "Sites").

From the Sites, users can from time to time:

- (i) access or download (if applicable) software and other content provided by NVIDIA (the "NVIDIA Content"),
- (ii) access certain NVIDIA services (the "NVIDIA Services"), and
- (iii) upload their content or access content from other users ("User Content").

THESE TERMS OF USE (the "TOU") IS A CONTRACT BETWEEN YOU AND NVIDIA CORPORATION ("NVIDIA") and governs all uses of the Sites and their offerings (collectively, the "Technology"). By registering to use the Technology or accessing the Technology you are affirming that you have read, understand, and agree to be bound by the TOU. PLEASE ALSO NOTE THE BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER SECTION BELOW AS IT AFFECTS HOW DISPUTES WILL BE HANDLED.

The TOU can be accepted only by an adult of legal age of majority in the country in which the Technology is used.

If you are entering into the TOU on behalf of a company or other legal entity, you represent that you have the legal authority to bind the entity to the TOU, in which case "you" will mean the entity you represent.

If you don't have the required age or authority to accept the TOU, or if you don't accept all the terms and conditions of the TOU, do not access or use the Technology.

You agree to use the Technology exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others.

ACCESS

NVIDIA owns and operates the Sites and owns or distributes the rest of the Technology at its choice. NVIDIA may change, discontinue, or deprecate any part, or all, of the Technology or change, add to, or remove their features or functionality, at any time without prior notice. All changes will be effective when made. The Technology may be temporarily unavailable or slow at times, for example when NVIDIA is performing maintenance or upgrades.

USERNAME AND PASSWORD

Use of an NVIDIA Account is subject to the [NVIDIA Account Terms of Use](#). YOU ACCEPT SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM USER CONTENT IN YOUR ACCOUNT(s).

You are responsible for securing the credentials you use to access the Technology for your use only. If you violate the TOU or NVIDIA cannot validate your credentials, your access to Technology may stop and data or services associated with the credentials may not be retrievable. NVIDIA encourages you to properly back up your data. NVIDIA does not guarantee that you will have permanent access to data or services used with your credentials, or that it will provide copies to you if data is deleted or lost. You agree to notify NVIDIA of any known unauthorized use of your credentials.

USE OF NVIDIA CONTENT AND NVIDIA SERVICES

Certain NVIDIA Content and NVIDIA Services may be accompanied by separate agreement(s). You acknowledge and agree that where present such agreement(s) will govern your use of such Technology, and the TOU will govern other Technology provided to you.

Except as stated in the “Trials and Other Promotional Offerings” section below, the following terms apply for NVIDIA Content and NVIDIA Services made available to you that are not accompanied by separate agreement(s): NVIDIA hereby grants you a revocable, nonexclusive, nontransferable license, without the right to sublicense, to use such NVIDIA Content and access the NVIDIA Services for your personal use only, subject to the limitations on the use of Technology described below.

NVIDIA Content in user forums is provided for you to discuss information with other participants of a user forum, and NVIDIA does not grant you the right to copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate elsewhere any NVIDIA Content made available on a user forum.

NVIDIA and its licensors reserve all rights, title, and interest in and to the Technology not expressly granted to you, except for rights title, and interest in and to User Content. No other licenses are granted whether by implication, estoppel, or otherwise.

COMPONENTS UNDER OTHER LICENSES

The Technology may include NVIDIA or third-party components with separate legal notices or terms as may be described in proprietary notices accompanying the Technology, such as components governed by open-source software licenses. If and to the extent there is a conflict between (1) the terms in the TOU or in a separate license agreement(s) for the Technology and (2) the terms associated with a component, the terms associated with the component will govern where required by the terms. Copyright to third-party components is held by the copyright holders indicated in the third-party terms.

You acknowledge that certain third-party providers and/or licensors are intended third party beneficiaries of the TOU with rights to enforce their intellectual property rights against you or your permitted users.

TRIAL AND OTHER PROMOTIONAL OFFERINGS

NVIDIA may, from time to time, offer free or discounted pricing programs covering certain Technology, as examples for trial, evaluation or academic use. NVIDIA may stop accepting new participants or discontinue a promotional offering at any time. Standard charges will apply after a promotional offering ends or if you exceed the promotional offering use terms. You must comply with any additional terms and conditions (e.g., limitations on the total amount of usage) for a promotional offering as described in the corresponding offer terms. Under certain trial programs you are able to only view your results, while with other trial programs you may be able to download your results for further use post trial.

As examples, Technology provided as part of training courses or workshops is available solely for training and learning purposes, and as part of Launchpad is available for use solely for trial or evaluation purposes.

In a NVIDIA hosted platform available for trial, evaluation or academic uses, you are responsible for the secure deployment and management of the platform as well as the security of data, applications, and services you deploy on the platform. While NVIDIA hosted platforms are deployed in accordance with industry recommended practices, NVIDIA does not provide assurance over the security of your provisioned platform once handed over to you.

LIMITATIONS ON THE USE OF TECHNOLOGY

You agree not to decompile, reverse engineer, or disassemble the Technology.

You agree not to remove any copyright, other intellectual property, or proprietary notices from the Technology.

Unless expressly authorized in an agreement for NVIDIA Content or NVIDIA Services, you agree not to modify, create derivative works of, rent, lease, loan, timeshare, sell, distribute, offer as a service, publicly display, publish, assign, or transfer the Technology to any other person or entity, including (without limitation) in any publicly accessible software repositories.

Unless expressly authorized in an agreement for NVIDIA Content or NVIDIA Services, you agree not to use the Technology with any system or application where the use or failure of such system or application can reasonably be expected to threaten

or result in personal injury, death, or catastrophic loss including, without limitation, use in connection with any avionics, navigation, military, medical, life support, or other life critical application (“Critical Application”). Unless otherwise stated in a separate agreement, NVIDIA does not test or certify the Technology for use in the context of a Critical Application and NVIDIA will not be liable to you or any third party, in whole or in part, for any claims or damages arising from such use.

Except for components available from the owner under open-source software licenses, you agree not to use the Technology in any manner that would cause it to become subject to an open-source software license. For the purposes of the TOU, open-source software licenses are licenses that require software to be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable.

NVIDIA’s trademarks may be used publicly only with separate permission from NVIDIA, except that fair use of NVIDIA’s trademarks in advertising and promotion of NVIDIA products requires proper acknowledgement. Under the TOU alone you are not granted a right or license to incorporate, distribute or provide as a service any NVIDIA intellectual property in any product or service, and agreement(s) accompanying NVIDIA Content or NVIDIA Services may or not grant you such rights.

You agree not to circumvent, bypass, disable or otherwise interfere with any technical limitations, encryption, security, digital rights management, or authentication mechanism of the Technology, or features that prevent or restrict use or copying of any Technology or enforce limitations on use of the Technology.

You may not misuse, disrupt, or exploit NVIDIA servers for any unauthorized use, or try to access areas not intended for users, or upload to NVIDIA servers any malware (such as a virus, drop dead device, worm, trojan horse, trap, back door or other software routine of such nature), or use NVIDIA servers for crypto mining, any form of excessive automated bulk activity, or to relay any other form of unsolicited advertising or solicitation.

You may not use NVIDIA servers for general cloud storage of your data. Further, you are solely responsible for any content that you upload or store, including any personal information relating to an identifiable individual, financial, health or governmental information, or any other information which may be subject to data privacy or data security laws, rules, or regulations.

You agree that you will not access or use the Technology in a way intended to avoid incurring fees or exceeding use limits or quotas.

You agree to defend, indemnify and hold harmless NVIDIA and its affiliates and their respective officers, directors, employees and agents from and against any claims, disputes, demands, liabilities, damages, losses, costs, and expenses arising out of or in any way connected with: (a) breach of the TOU; or (b) your User Content (including, but not limited to, claims that it violates applicable laws, or infringes, violates, or misappropriates any third party right, or slander, defame, or libel any other person).

USER CONTENT

You may be able to upload or otherwise make available User Content

- (1) in user forums or other publicly viewable areas of the Sites,
- (2) in private or direct messages with other users,
- (3) in private repositories for your use, or for use by multiple users, and persons that are granted access to the repository will have access to the User Content.

When you provide any personally identifiable information in a publicly viewable area, such information may be used by third parties to identify you, send you unsolicited messages, or for other purposes.

You are solely responsible for compliance with all applicable laws, statutes, regulations, rules, orders and guidelines, whether local, state, provincial, national, or international, with respect to your User Content.

NVIDIA does not guarantee that all User Content can be used in or with a certain Technology, for example that it will be fit for use with any NVIDIA Services.

Any User Content is shared voluntarily at your sole risk and you understand it can be read, collected, used, and modified by those with access to it and NVIDIA is not responsible for such User Content including (without limitation) your privacy rights, your proprietary rights, or your legal and regulatory compliance. You acknowledge that NVIDIA does not manage or control User Content that you upload, access, store, or distribute through NVIDIA servers, and accepts no responsibility or liability for that information regardless of whether such User Content is transmitted to or by you in breach of the TOU.

You acknowledge and agree that NVIDIA may, but is not obligated to, block, monitor, scan, or review communications or User Content transmitted through NVIDIA servers and that NVIDIA will not be responsible for the User Content of any such communications or transmissions but may edit or remove User Content including to moderate user forums and if requested to do so by law enforcement.

In connection with providing or otherwise making available User Content through NVIDIA servers, you represent and warrant that neither the User Content nor your posting, publication, submission, or transmittal of it or the use of it (or any portion thereof) will: (a) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of confidentiality, publicity, or privacy, or otherwise violate the terms under which you are licensed; (b) contain mass mailings or any form of "spam"; (c) express or imply any endorsement of your User Content by NVIDIA; or (d) violate applicable national or international laws, rules, or regulations, including (but not limited to) export and import laws and regulations.

You further represent and warrant that neither your actions nor your posting, submission, or otherwise transmission of User Content or other material will: (i) violate, or encourage any conduct that would violate any applicable law or regulation or would give rise to legal liability; (ii) be fraudulent, false, misleading, or deceptive; (iii) be defamatory, obscene, pornographic, vulgar, or offensive; (iv) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (v) be violent or threatening or promote violence or actions that are threatening to any other person; (vi) promote illegal activities; (vii) contain any malware, virus, drop dead device, worm, trojan horse, trap, back door, or other software routine that is designed to delete, disable, deactivate, interfere with, or otherwise harm any software, program, data, device, system, or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; (viii) use any data scrapping or extraction tool such as a robot, spider, or other similar mechanism with respect to NVIDIA servers; or (ix) interfere with or disrupt the security, integrity, or performance of NVIDIA servers or the Technology, attempt to probe, scan, or test the vulnerability of NVIDIA servers or the Technology, or collect or store any personally identifiable information from other users. You are responsible for the consequences of User Content that does not conform to these limitations.

When you use User Content from others, you use it at your risk. The existence of User Content or any opinions or advice expressed by others will not be construed as or imply an endorsement or recommendation by NVIDIA. NVIDIA does not support, endorse or assume any responsibility for any User Content or its accuracy or usefulness.

As used in the TOU, "Feedback" means suggestions, fixes, modifications, feature requests, techniques, or other feedback, whether verbally or in writing, including any and all source code, test results, error data, bugs, reports, reviews, responses to questionnaires, or other User Content, however learned and by whomever collected, relating to the Technology.

For User Content that you provide in publicly viewable areas, you hereby grant to any person or entity that receives it a non-exclusive, perpetual, irrevocable, sublicensable, worldwide, royalty-free, fully paid-up, and transferable license, under your intellectual property rights, to publicly perform, publicly display, reproduce, use, make, have made, sell, offer for sale, distribute (through multiple tiers of distribution), import, create derivative works of, and otherwise commercialize and exploit the User Content for any purpose at the recipient's discretion.

You acknowledge that you will not be able to remove User Content that has been available in publicly viewable areas and that the User Content may continue to exist with the Technology or elsewhere, once obtained or reposted by others. You may contact NVIDIA to anonymize User Content that you posted on a Site. However, NVIDIA has no responsibility or liability for the removal or deletion of, or the failure to remove or delete, any User Content from the Site or elsewhere.

For User Content that you provide privately to NVIDIA and other select users, NVIDIA will use the User Content to service you pursuant to the grant below and it is your responsibility to have in place terms of use for other recipients. NVIDIA is not responsible for use of your User Content by third parties that you granted access privately.

For User Content that you provide to NVIDIA or its affiliates to service you, other than Feedback, you hereby grant NVIDIA, its affiliates, their personnel, and NVIDIA suppliers and service providers a non-exclusive, worldwide, limited license to access, use, copy, display, and transmit User Content in connection with the provision of the Technology to you, to provide you support, or for security reasons, and to modify or improve NVIDIA products or services and underlying technology.

If you provide Feedback, you hereby grant NVIDIA, its affiliates and its designees a non-exclusive, perpetual, irrevocable, sublicensable, worldwide, royalty-free, fully paid-up, and transferable license, under your intellectual property rights, to publicly perform, publicly display, reproduce, use, make, have made, sell, offer for sale, distribute (through multiple tiers of distribution), import, create derivative works of, and otherwise commercialize and exploit the Feedback for any purpose at NVIDIA's discretion. You agree that you will not give Feedback (i) that you have reason to believe is subject to any restriction that impairs the exercise of the grant stated in this section, such as third-party intellectual property rights; or (ii) subject to license terms which seek to require any product incorporating or developed using such Feedback, or other intellectual property of NVIDIA or its affiliates, to be licensed to or otherwise shared with any third party. Feedback, even if designated as confidential by you, will not create any confidentiality obligation for NVIDIA or its affiliates.

You represent that you either own the User Content you provide or you have all rights, licenses, consents, and releases that are necessary to grant the rights for others to use the User Content you provide as contemplated under the TOU.

PRE-RELEASES

With respect to the Technology described to be in alpha, beta, or preview stage, or otherwise in pre-release or pre-production state ("Pre-Release Offerings") that you may access and use from time to time under the TOU, you acknowledge and agree that such Pre-Release Offerings (i) may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercially provided NVIDIA websites, services, software, and materials, and (ii) use of such Pre-Release Offerings may result in unexpected results, loss of data, project delays, or other unpredictable damage or loss. A PRE-RELEASE OFFERING IS NOT INTENDED, AND SHOULD NOT BE USED, IN PRODUCTION OR BUSINESS-CRITICAL SYSTEMS OR APPLICATIONS.

NVIDIA has no obligation to make available a commercial version of any Pre-Release Offering and NVIDIA has the right to abandon development of a Pre-Release Offering and terminate its availability at any time (in addition to the termination rights set forth below) without liability. As with any offering in pre-release, it is highly recommended that you maintain your own full data backups.

FREEDOM OF ACTION

You agree that NVIDIA may currently or in the future be developing software, technology, or information, or be receiving software, technology, and information from other parties, that are similar to the User Content and any of your products or your confidential information, which may be provided to NVIDIA under the TOU. Subject to NVIDIA's confidentiality obligations to you, as applicable, you agree that nothing in the TOU will be construed as a representation or inference that NVIDIA will not develop, design, manufacture, acquire, market products, or have products developed, designed, manufactured, acquired, or marketed for NVIDIA, that are similar to or compete with your products or your confidential information.

You also agree that NVIDIA will be free to use any general knowledge, skills and experience, (including, but not limited to, ideas, concepts, know-how, or techniques) ("Residuals"), contained in User Content, your products and/or your confidential information voluntarily provided to NVIDIA and which are retained in the memories of NVIDIA's employees, agents, or contractors who have had access to such Residuals. NVIDIA will not have any obligation to limit or restrict the assignment of such employees, agents or contractors or to pay fees or royalties for any work resulting from the use of Residuals.

CONFIDENTIAL INFORMATION

“NVIDIA Confidential Information” means any technical or proprietary information disclosed by NVIDIA to you hereunder that is not generally available from NVIDIA without confidentiality obligations, or that a reasonable person would understand to be confidential or proprietary based on the content of the information and the circumstances of its disclosure, whether or not explicitly designated as confidential information.

You agree to protect the confidentiality of the NVIDIA Confidential Information in the same manner that you protect the confidentiality of your own proprietary and Confidential Information of like kind, but in no event using less than a reasonable standard of care.

You agree not to disclose or use any NVIDIA Confidential Information for any purpose outside the scope of the TOU, except with NVIDIA’s prior written permission.

You agree not to disclose NVIDIA Confidential Information to any third parties, including any affiliates, subsidiaries, parent or sister companies, without the express prior written approval of NVIDIA.

You will not remove any confidentiality or proprietary notices that appear on any NVIDIA Confidential Information.

NVIDIA Confidential Information excludes any information that you can demonstrate (i) has been published or is otherwise readily available to the public other than by a breach of the TOU or other agreement; (ii) has been rightfully received by the receiving party from a third party without confidential obligations; or (iii) has been independently developed for the receiving party by personnel or agents having no access to the NVIDIA Confidential Information.

All obligations of confidentiality will survive the termination of the TOU. NVIDIA may, at any time: (i) cease disclosing NVIDIA Confidential Information to you without any liability; and/or (ii) request in writing the return or destruction of all or any part of NVIDIA Confidential Information disclosed hereunder, including all copies thereof, and you will promptly comply with such request at your own expense, and certify in writing to NVIDIA your compliance with the obligations in this section.

NO WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (I) THE TECHNOLOGY AND USER CONTENT FROM OTHERS ARE PROVIDED TO YOU AS-IS, AS AVAILABLE AND WITH ALL FAULTS, AND (II) NVIDIA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING UNDER THE TOU, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND COURSE OF DEALING. NO INFORMATION OR ADVICE GIVEN BY NVIDIA WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY PROVIDED IN THE TOU.

WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE TECHNOLOGY OR USER CONTENT FROM OTHERS ARE OR WILL BE ABSOLUTELY RELIABLE, SECURE, OR ERROR-FREE; OR THAT THEY WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT THEY WILL MEET YOUR REQUIREMENTS; THAT NO VIRUSES OR OTHER HARMFUL COMPONENTS ARE PRESENT; OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. CERTAIN NVIDIA PRODUCTS OR SERVICES MAY INCLUDE OTHER TERMS SUCH AS WARRANTIES OR SERVICES, AND THE TOU DOES NOT MODIFY OR TERMINATE OTHER VALID AGREEMENTS YOU MAY HAVE WITH NVIDIA OR AN NVIDIA AFFILIATE.

LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY (I) INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (II) DAMAGES FOR THE (A) COST OF PROCURING SUBSTITUTE GOODS OR (B) LOSS OF PROFITS, REVENUES, USE, DATA OR GOODWILL ARISING OUT OF OR RELATED TO THE TOU, 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.

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 FIFTY U.S. DOLLARS (US\$50).

DATA COLLECTION AND COMMUNICATIONS

You hereby acknowledge that you may be required to provide certain personal information such as name, email address, and entity name in order to register and gain access to certain Technology.

In addition to your registration information, NVIDIA may collect data, such as the NVIDIA Content you have downloaded or NVIDIA Services you have accessed, or send you surveys, in each case for the purpose of improving NVIDIA products and services.

The Technology may include 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 so that you can understand how they may collect, use and share your data. When you obtain third party products or services delivered by NVIDIA, NVIDIA may, with your consent, also share your registration information and information about your usage, but not your payment information, with the third-party provider. NVIDIA is not responsible for the privacy statements or practices of sites and services controlled by other entities or organizations.

NVIDIA will use your personal information to correspond with you from time to time and to communicate technical information, updates and/or changes regarding the Technology as well as to deliver services. With your consent, NVIDIA may also send you marketing materials, which may include personalized recommendations. You should review the NVIDIA Privacy Policy, located at <https://www.nvidia.com/en-us/about-nvidia/privacy-policy/>, which explains NVIDIA's policy for collecting and using data. You may also visit the NVIDIA Privacy Center, located at <https://www.nvidia.com/en-us/privacy-center/>, to manage your consent and privacy preferences.

TERMINATION

NVIDIA may suspend or terminate your access to specific Technology at any time at NVIDIA's sole discretion. After suspension or termination, your use of the affected Technology must stop, you agree to destroy or return to NVIDIA the affected Technology and related NVIDIA Confidential Information in your possession, and NVIDIA has no obligation to retain and may delete or otherwise stop providing access to any content that was associated the affected Technology. If requested in writing by NVIDIA, you will certify in writing that such actions have been completed. Nothing contained in this section will affect your continued use Technology governed by separate agreements, subject to the terms and conditions of the applicable agreements.

Those provisions in the TOU, which by their nature need to survive the termination or expiration of the TOU, will survive termination or expiration of the TOU, including but not limited to the sections entitled "Freedom of Action", "Confidential Information", "No Warranties", "Limitations of Liability", "Data Collection and Communications", "Termination", and "Miscellaneous".

THIRD PARTY SITES, PRODUCTS AND INFORMATION

In connection with the Technology, you may receive access to links to third-party websites, products and services and the availability of those links does not imply any endorsement by NVIDIA and may come with separate terms and may be subject to fees. Your use of websites, products, services, or information as available is at your own risk, understanding that NVIDIA assumes no responsibility for them. NVIDIA encourages you to review the privacy statements on those websites and services that you choose to visit so that you can understand how they may collect, use, and share information of individuals. NVIDIA is not responsible or liable for: (i) the availability or accuracy of such links; or (ii) the websites, products, services, or information available on or through such links; or (iii) the privacy statements or practices of websites, products and services controlled by other companies or organizations.

Without limiting the foregoing, NVIDIA may indicate how to obtain third-party software, datasets, or other content and you are responsible for obtaining your own licenses.

GOVERNING LAW

The TOU and all disputes that may arise from it or arise out of use of the Technology will be governed by the United States Federal Arbitration Act, in addition to the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the TOU. You hereby agree to the interpretation of the terms of the TOU in the English language.

BINDING ARBITRATION

In the event of any claim against or dispute with NVIDIA arising out of or relating to the TOU or the Technology (collectively, "Disputes"), you agree to first contact NVIDIA by U.S. Mail at NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, ATTN: Legal Department and attempt to resolve the Dispute with NVIDIA informally. If NVIDIA has not been able to resolve such Dispute it has with you within 60 days of your original informal claim (or sooner if, in NVIDIA's opinion, a Dispute is not likely to be resolved within 60 days), you and NVIDIA each agree to resolve any such Dispute (excluding any NVIDIA claims for injunctive or other equitable relief) by binding arbitration before an arbitrator from Judicial Arbitration and Mediation Services ("JAMS") located in Santa Clara County, California under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Santa Clara County, California (or the nearest JAMS Office to Santa Clara County), unless you request an in-person hearing in your hometown or you and NVIDIA agree otherwise. Nothing in this section will prevent either party from seeking injunctive or other equitable relief from any courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, intellectual property rights, confidentiality rights, or other proprietary rights. If for any reason this agreement to arbitrate is found not to apply to a Dispute and as a result a Dispute proceeds in court rather than in arbitration, the dispute will be exclusively brought in state or federal court in Santa Clara County, California.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION UNLESS SUCH ARBITRATION IS NECESSARY TO EFFECTUATE THE ENFORCEMENT OF THE COURT CLASS ACTION WAIVER OR IN THE EVENT THAT CLASS ARBITRATION IS EXPRESSLY AGREED TO BY NVIDIA. YOU AGREE THAT, BY ENTERING INTO THE TOU, YOU AND NVIDIA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

YOU MAY OPT OUT OF THE FOREGOING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION OF THE TOU BY NOTIFYING NVIDIA IN WRITING WITHIN 30 DAYS OF COMMENCEMENT OF USE OF THE TECHNOLOGY (WHICHEVER IS EARLIER) UNDER THE TOU. SUCH WRITTEN NOTIFICATION MUST BE SENT TO NVIDIA CORPORATION, 2788 SAN TOMAS EXPRESSWAY, SANTA CLARA, CALIFORNIA, 95051, UNITED STATES OF AMERICA, ATTN: LEGAL DEPARTMENT, AND MUST INCLUDE (1) YOUR NAME AND EMAIL ASSOCIATED WITH YOUR ACCOUNT, (2) YOUR ADDRESS, (3) THE REFERENCE TO THE NVIDIA TECHNOLOGY ACCESS TERMS OF USE AS THE AGREEMENT THE NOTICE RELATES TO, AND (4) A CLEAR STATEMENT INDICATING THAT YOU DO NOT WISH TO RESOLVE DISPUTES THROUGH ARBITRATION AND DEMONSTRATING COMPLIANCE WITH THE 30 DAY TIME LIMIT TO OPT OUT.

GENERAL

If NVIDIA needs to contact you about the TOU or the Technology, you consent to receive the notices by mail or email. You agree that any such notices that NVIDIA sends you electronically will satisfy any legal communication requirements. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, ATTN: Legal Department.

You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with the TOU.

Use of the Technology is subject to United States export laws and regulations. You agree to comply with all applicable U.S. and international export laws, including the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce and economic sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). These laws include restrictions on destinations, end-users and end-use. By accepting the TOU, you confirm that you are not currently residing in a country or region currently embargoed by the U.S. and that you are not otherwise prohibited from assessing or using the Technology available to you.

NVIDIA software is, and will be treated as being, "Commercial Items" as that term is defined at 48 CFR § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", respectively, as such terms are used in, respectively, 48 CFR § 12.212 and 48 CFR §§ 227.7202 & 252.227-7014(a)(1). Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions in this license pursuant to 48 CFR § 12.212 or 48 CFR § 227.7202. In no event will the US Government user acquire rights in NVIDIA software beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2).

If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by mailing your notice to the attention of NVIDIA Corporation Legal Department, with an address at 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, ATTN: NVIDIA Copyright Agent in accordance with 17 U.S.C 512(c)(3). Additional information about NVIDIA's copyright notice and procedures are located at <https://www.nvidia.com/en-us/about-nvidia/copyright-claims/>. You acknowledge that if you fail to comply with all of the DMCA requirements, your DMCA notice may not be valid.

Your relationship to NVIDIA is that of an independent contractor, and neither party is an agent or partner of the other. You will not have, and will not represent to any third party that you have, any authority to act on behalf of NVIDIA.

Neither party will be liable during any period where an event or circumstance prevents or delays that party from performing its obligations under the TOU 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.

Regarding the subject matter of the TOU, the parties agree that (i) the TOU and agreement(s) for NVIDIA Content or NVIDIA Services, in each case if applicable, constitute 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. The TOU may only be modified in a writing signed by an authorized representative of each party. If a court of competent jurisdiction rules that a provision of the TOU is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable and the remainder of the TOU will continue in full force and effect.

NVIDIA may assign, delegate or transfer its rights or obligations under the TOU 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 the TOU by any means or operation of law, and any attempt to do so is null and void.

NVIDIA may make changes to the TOU from time to time. NVIDIA will publish the new terms of use at <https://developer.nvidia.com/technology-access-agreement>. Updated versions of the NVIDIA privacy policy and NVIDIA account terms will be posted on the applicable NVIDIA website. The updated terms of use will be effective when published. Please review the terms of use on a regular basis. You understand and agree that your express acceptance of the updated TOU or your use of the Technology after the date of publication will constitute your agreement to the updated TOU. If you do not agree with the terms of the updated TOU, you must stop using the Technology.