NVIDIA Corporation

Software License Agreement – NVAPI SDK

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SECTION 8 – MISCELLANEOUS.

SECTION 8.1 - SURVIVAL.
Those provisions in this Agreement, which by their nature need to survive the termination or expiration of this Agreement, shall survive termination or expiration of the Agreement, including but not limited to Sections 2, 3, 4, 5, 7, and 8.

SECTION 8.2 - APPLICABLE LAWS.
Claims arising under this Agreement shall be governed by the laws of Delaware, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods. The state and/or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of this Agreement. You may not export the Software in violation of applicable export laws and regulations.

SECTION 8.3 - AMENDMENT.
The Agreement shall not be modified except by a written agreement that names this Agreement and any provision to be modified, is dated subsequent to the Effective Date, and is signed by duly authorized representatives of both parties.

SECTION 8.4 – NO WAIVER.
No failure or delay on the part of either party in the exercise of any right, power or remedy under this Agreement or under law, or to insist upon or enforce performance by the other party of any of the provisions of this Agreement or under law, shall operate as a waiver

thereof, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy; rather the provision, right, or remedy shall be and remain in full force and effect.

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If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

SECTION 8.9 - ENTIRE AGREEMENT.
This Agreement and NDA constitute the entire agreement between the parties with respect to the subject matter contemplated herein, and merges all prior and contemporaneous communications.