

# (1) Nvidia Cloud End User License Agreement – Datacenter Driver

(September 17, 2018 version)

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This agreement 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. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. You agree to all terms of this agreement in the English language.

The state or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of this agreement. Notwithstanding this, you agree that NVIDIA shall still be allowed to apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

If it turns out that any provision of this agreement is not enforceable, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law and the remaining provisions will remain in full force and effect.

Each party acknowledges and agrees that the other is an independent contractor in the performance of this agreement.

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## (2) Nvidia Cloud End User License Agreement – RTX Driver

September 17, 2018

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