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11. Governing Law and Jurisdiction. This Agreement will be governed in all respects by the laws of the United States and the laws of the State of Delaware, without regard to conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts residing in Santa Clara County, California will have exclusive jurisdiction over any dispute or claim arising out of or related to this Agreement, and the parties irrevocably consent to personal jurisdiction and venue in those courts. Nothing in this section will limit the right of either party to apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

12. No Assignment. NVIDIA may assign, delegate or transfer its rights or obligations under this Agreement by any means or operation of law. You may not, without NVIDIA's prior written consent, assign, delegate or transfer any of its rights or obligations under this Agreement by any means or operation of law, and any attempt to do so is null and void.

13. Waiver. No failure or delay by a party to enforce any Agreement term or obligation will operate as a waiver by that party, nor prevent the enforcement of such term or obligation later.

14. Export. The SOFTWARE is subject to United States export laws and regulations. You agree to comply with all applicable U.S. and international export laws, restrictions and regulations, 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.

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17. Force Majeure. Neither party will be liable during any period where an event or circumstance prevents or delays that party from performing its obligations under this Agreement 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.

18. Entire Agreement. Regarding the subject matter of this Agreement, the parties agree that (i) this Agreement constitutes 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. This Agreement 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 this Agreement is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable and the remainder of this Agreement will continue in full force and effect.

(v. December 29, 2022)