



COMPUTE SANITIZER

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Copyright and Licenses



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Chapter 1.

COMPUTE SANITIZER - NVIDIA SOFTWARE LICENSE AGREEMENT

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(v. March 4, 2024)

Chapter 2.

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14. General.

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14.6. 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.

14.7. Severability and Amendment. 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. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

14.8. Independent Contractors. The parties are independent contractors, and this Agreement does not create a joint venture, partnership, agency or other form of business association between the parties. Neither party will have the power to bind the other party or incur any obligation on its behalf without the other party's prior written consent.

14.9. Construction. The headings in the Agreement are included solely for convenience and are not intended to affect the meaning or interpretation of the Agreement. As required by the context of the Agreement, the singular of a term includes the plural and vice versa.

14.10. 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 and are null and void.

(v. March 4, 2024)

Chapter 3.

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