



NVIDIA CORPORATION
NVIDIA® PhysX™ DRIVER END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") is a legal agreement between you (either individually or an entity) ("You" or "Your") and NVIDIA Corporation ("NVIDIA") regarding the use of the NVIDIA® PhysX™ Driver and any accompanying documentation (collectively, the "Software").

YOU MUST READ AND AGREE TO THE TERMS OF THIS AGREEMENT BEFORE ANY SOFTWARE CAN BE DOWNLOADED OR INSTALLED OR USED. BY CLICKING ON THE "AGREE" BUTTON OF THIS AGREEMENT, OR INSTALLING SOFTWARE, OR USING SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD EXIT THIS PAGE, NOT INSTALL OR USE ANY SOFTWARE, AND DESTROY ALL COPIES OF THE SOFTWARE THAT YOU HAVE DOWNLOADED. BY DOING SO YOU FOREGO ANY IMPLIED OR STATED RIGHTS TO DOWNLOAD OR INSTALL OR USE SOFTWARE.

NVIDIA MAY MODIFY THE TERMS OF THIS AGREEMENT FROM TIME TO TIME. ANY USE OF THE PHYSX SDK WILL BE SUBJECT TO SUCH UPDATED TERMS. A CURRENT VERSION OF THIS AGREEMENT IS POSTED ON NVIDIA'S DEVELOPER WEBSITE: www.developer.nvidia.com/object/physx_eula.html

This license is only granted to and only may be used by You. NVIDIA grants You a limited, non-exclusive, non-transferable license to use the provided Software for evaluation, testing and production purposes according to the terms set forth below:

1. Use of the Software.

- a. You may use, display and reproduce the NVIDIA PhysX Driver on Licensed Platforms only. For purposes of this Agreement, "**Licensed Platforms**" shall include the following:
 - Any PC or Apple Mac computer with a NVIDIA CUDA-enabled processor executing NVIDIA PhysX;
 - Any PC or Apple Mac computer running NVIDIA PhysX software executing on the primary central processing unit of the PC only;
 - Any PC utilizing an AGEIA PhysX processor executing NVIDIA PhysX code;
 - Microsoft XBOX 360™;
 - Nintendo® Wii™; and/or
 - Sony Playstation®3
- b. You may not and shall not permit others to:
 - (i) modify, translate, reverse engineer, decompile, decrypt, disassemble or otherwise attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software, including without limitation any such mechanism used to restrict or control the functionality of the Software, or to derive the source code or the underlying ideas, algorithms, structure or organization from the Software;
 - (ii) alter, adapt, modify or translate the Software in any way for any purpose, including

- without limitation error correction;
- (iii) rent, loan, lease, transfer or grant any rights in the Software or modifications thereof in any form to any person without the prior written consent of NVIDIA.
- c. **Distribution Rights.** This license grants the right to distribute the Software as part of a **Physics Application** (For purposes of this Agreement, Physics Application shall mean a software application designed for use and fully compatible with the PhysX SDK and or NVIDIA Graphics processor products, including but not limited to, a video game, visual simulation, movie, or other product).and is subject to an end user license agreement including language that (a) prohibits the end user from modifying, reproducing, de-compiling, reverse engineering or translating the Software; (b) prohibits the end user from distributing or transferring the Software other than as part of the Physics Application; (c) disclaims any and all warranties on behalf of NVIDIA and its affiliated companies and licensors; (d) disclaims, to the maximum extent permitted by law, NVIDIA's, its affiliated companies and its licensors' liability for all damages, direct or indirect, incidental or consequential, that may arise from any use of the Software and/or Physics Application; (e) requires the end user to agree not to export the Software and/or Physics Application, directly or indirectly, in violation of any U.S. laws; and (f) licenses the Software or any portions thereof for use only in conjunction with the Licensed Platforms.

2. Ownership. This license is not a sale. Title, copyrights and all other rights to the Software and any copy made by You remain with NVIDIA and its suppliers and licensors. Unauthorized copying of the Software, or failure to comply with the license restrictions set forth in Section 1(b) above, will result in automatic termination of this license and will make available to NVIDIA other legal remedies.

3. Termination. This license is effective once You click the "AGREE" button of this Agreement, or install or use the Software, and will continue until terminated. Unauthorized copying of the Software, Your failure to comply with the above restrictions or Your failure to comply with any terms of this Agreement will result in automatic termination of this Agreement and will make available to NVIDIA other legal remedies. Upon termination of this license for any reason You will destroy all copies of the Software. Any use of the Software after termination is unlawful. Upon termination of this Agreement, all rights granted to You in this Agreement shall immediately terminate. NVIDIA's rights and Your obligations under this Agreement shall survive any termination of this Agreement.

4. Trademarks. Certain of the product names used in this Agreement and the Software constitute trademarks, trade names, trade dress, or service marks ("Trademarks") of NVIDIA or other third parties. You are not authorized to use any such Trademarks for any purpose.

5. No Warranty. THE SOFTWARE IS BEING DELIVERED TO YOU "AS IS" AND NVIDIA MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SOFTWARE. NVIDIA AND ITS SUPPLIERS AND LICENSORS MAKE AND YOU RECEIVE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE OR IN ANY COMMUNICATION WITH YOU, AND NVIDIA AND ITS SUPPLIERS AND LICENSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND THEIR EQUIVALENTS. NVIDIA does not warrant that the operation of the Software will be uninterrupted or error free or that the Software will meet Your specific requirements.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

6. Limitation of Liability. IN NO EVENT WILL NVIDIA, ITS SUPPLIERS OR ITS LICENSORS BE LIABLE FOR LOSS OF OR CORRUPTION TO DATA, LOST PROFITS OR LOSS OF CONTRACTS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND ARISING FROM THE SUPPLY OR USE OF THE SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION NEGLIGENCE). THIS LIMITATION WILL APPLY EVEN IF NVIDIA OR AN AUTHORIZED DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY EXCEPT TO THE EXTENT THAT LIABILITY MAY NOT BY LAW BE LIMITED OR EXCLUDED. YOU ACKNOWLEDGE THAT THE LACK OF A REQUIRED PAYMENT BY YOU FOR THE SOFTWARE REFLECT THIS ALLOCATION OF RISK.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

7. Indemnity. You agree to indemnify and hold NVIDIA, its successors, assigns, subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your failure to comply with this Agreement or Your violation of any law or the rights of any third party.

8. Legal Compliance. You agree that You shall fully comply with all applicable laws, statutes, ordinances and regulations regarding Your use of the Software.

9. Governing Law and General Provisions. This Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods; rather, this Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of California, U.S.A., except for its conflict of law rules. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be either the state or federal courts in Santa Clara County, California, U.S.A., and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. This Agreement is the entire agreement between You and NVIDIA and supersedes any other communications, representations or advertising with respect to the Software. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of the Agreement shall continue in full force and effect. Failure to prosecute a party's rights with respect to a default hereunder will not constitute a waiver of the right to enforce rights with respect to the same or any other breach. If You are acquiring the Software on behalf of any part of the U.S. Government, the following provisions apply. The Software programs and documentation are deemed to be "Commercial computer software" and "Commercial computer software documentation" respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software programs and/or documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "Technical data-commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 227.7015(b).

10. Questions. Should You have any questions relating to this Agreement, or if You desire to contact NVIDIA for any reason, please contact physxlicensing@NVIDIA.com.

NVIDIA PhysX, Copyright © 2009 NVIDIA Corporation. All rights reserved. AGEIA PhysX, Copyright © 2002-2008 AGEIA Technologies, Inc. All rights reserved. NovodeX Physics SDK, Copyright © 2001-2006 NovodeX. All rights reserved.
<http://www.NVIDIA.com>