

## 9.0 Term and Termination

9.1 Term. This Agreement will become effective on the Effective Date and continue until October 31, 2024 and will then expire automatically on that date unless renewed by Subdistributor and NVIDIA by mutual written consent. This Agreement may be terminated prior to the expiration date or the expiration of any renewal term as set forth below. Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days prior written notice to the other party.

9.2 Termination for Breach. Either party may terminate this Agreement at any time after thirty (30) days prior written notice (specifying details of the breach or default) to the other party if: (i) the other party is in breach or default of any provision of this Agreement, and such breach or default has a material adverse effect on the rights or obligations of the other party (the parties agree that any default in payment will be considered to have a material adverse effect on the party that is owed payment); and (ii) the breach or default is not cured within the thirty (30)-day notice period.

9.3 Survival of Certain Obligations. The parties' rights and obligations under Sections 2.2, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, and 10 shall each survive any termination or expiration of this Agreement.

9.4 After Expiration or Termination. Upon expiration or any termination of this Agreement, Subdistributor will immediately cease all promotion for Customer End Products using Bundle Marks and/or NVIDIA Marks and any and all Art Work, provided, however, except for termination of this Agreement by NVIDIA pursuant to Sections 9.2 and/or 9.4, for sixty (60) days after the date of expiration or termination, Subdistributor may sell and market for sale only the Combined Products in Subdistributor's finished goods inventory pursuant to the terms and conditions of this Agreement. Subdistributor shall, upon expiry of the Term or if reasonably requested by NVIDIA, furnish to NVIDIA a complete written stock inventory of Products and Promotional Materials no later than ten (10) working days from such expiry or request.