

NVIDIA Spring Fling PartnerForce GeForce GT 220 & GT 240 Program (this “Promotion”)

Official Rules

By participating in this Promotion, you agree to be bound by these Official Rules and to comply with all federal, state, and local laws and regulations.

1. Sponsor

This Promotion is sponsored by NVIDIA CORPORATION, with an address at 2701 San Tomas Expressway, Santa Clara, CA 95050, U.S.A. (hereinafter “NVIDIA”).

2. Eligibility

This Promotion is open to PartnerForce members/companies only. To register for the PartnerForce Program complete the program application available at www.nvidia.com/object/220_240_claim.html . This offer excludes Amazon.com, Buy.com, mwave.com, NCIX, Newegg, Tiger Direct, and Zipzoomfly. Offer eligibility is subject to change.

3. Program Details

This promotion is offered to PartnerForce members who purchase GeForce GT 220 and GT 240 graphics cards from NVIDIA Authorized Board partners (http://www.nvidia.com/object/pf_boardpartners.html) from an NVIDIA Authorized or Associate Distributor (http://www.nvidia.com/object/pf_distributors.html) in North America through June 30th, 2010 or while supplies last. For each unit purchased, the participant company is eligible to receive software bundle promotion coupons as follows:

1. Purchase a GeForce GT 220 and receive 1 digital download coupon for CyberLink PowerDirector 8 HE. **These coupons must be bundled with a GeForce GT 220 only, and cannot be individually sold or otherwise distributed.**
2. Purchase a GeForce GT 240 and receive 1 digital download coupon for both CyberLink PowerDirector 8 HE and Capcom Street Fighter IV. **These coupons must be bundled with a GeForce GT 240 only, and cannot be individually sold or otherwise distributed.**

4. Coupon Value

Bundle promotion coupons have no cash value, may not be sold as a standalone item, and may only be used for promotional bundles with GeForce GT 220 and GT 240 graphics cards.

5. Subdistribution Agreement

Participants agree to all terms and conditions provided in the coupon subdistribution agreement in Appendix A.

6. Coupon Claim Process

To claim the bundle coupon, PartnerForce members must complete the online claim form available at: http://www.nvidia.com/220_240_claim

The following details must be provided for a claim to be considered valid:

1. Participant Company Name
2. Participant mailing address (for shipping purposes)

3. Participant phone number
4. Participant email
5. Purchase Date
6. Order Invoice #
7. Model Purchased
8. Model's Mfg Part #
9. Name of NVIDIA Distributor product was purchased from
10. Purchased Quantity

For multiple claims, participants may claim the first purchase online and send additional purchase details with the required details in Microsoft Excel format to channelpartners@nvidia.com

Claims are subject to verification from Distributor Point of Sale data.

7. Coupon Delivery

Upon receipt of a valid claim, NVIDIA will mail coupon(s) to the participant company's address provided on the claim form. Coupons will be mailed weekly.

8. Certain Consents

By entering this Promotion, you affirmatively consent to NVIDIA's collection, processing and use, subject to the terms of its privacy policy (http://www.nvidia.com/object/privacy_policy.html), of your personal information as disclosed by you in connection with your participation in this Promotion. Also, by entering this Promotion, you consent to the posting, publication and use of your name on NVIDIA's website and in any and all other media in connection with promotion, publicity and advertising for NVIDIA without any further attribution, additional notification or compensation to you, except where prohibited by law.

9. Reservation of Rights; Disclaimers

NVIDIA reserves the right to cancel, terminate or modify this Promotion if fraud, technical failure or any other factor beyond NVIDIA's control impairs the integrity of this Promotion as determined by NVIDIA in its sole discretion. In addition, NVIDIA reserves the right to extend this Promotion if it cannot be completed as planned due to circumstances beyond NVIDIA's control.

NVIDIA, its affiliates, and its respective contractors, service providers, and/or professional advisors connected with this Promotion (hereinafter collectively "Sponsor Related Parties") shall not be responsible or liable for damages, loss or injury resulting from participation in this Promotion by any participant or from the acceptance, possession, shipping and handling, loss, use or mis-use of any coupons awarded in this Promotion.

10. Governing Law; Jurisdiction

This Promotion is governed by the laws of the State of Delaware, United States of America, without giving effect to its conflicts of law rules. All participants submit themselves to the exclusive jurisdiction of the state and federal courts sitting in Santa Clara, California, U.S.A.

11. Contact

If you have any questions regarding this Promotion, please email us at channelpartners@nvidia.com.

Appendix A

NONEXCLUSIVE BUNDLE SUBDISTRIBUTION AGREEMENT

This NONEXCLUSIVE BUNDLE SUBDISTRIBUTION AGREEMENT ("Agreement") is entered into as of ("Effective Date") by and between NVIDIA Corporation and affiliates, a Delaware corporation, with its principal offices located at 2701 San Tomas Expressway, Santa Clara, CA 95050 (collectively, "NVIDIA") and [] ("Subdistributor").

1.0 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

1.1 "CyberLink and Capcom Documentation" means the user manuals, install guides, end user license agreements and/or any other documentation accompanying the CyberLink and Capcom Products for the purpose of instructing End Users in the use and operation of the CyberLink and Capcom Products.

1.2 "CyberLink and Capcom Marks" means the trademarks, service marks, trade names and logos of CyberLink and Capcom or their respective suppliers, which are contained in the Art Work provided by NVIDIA to Subdistributor.

1.3 "CyberLink and Capcom Product" means the full OEM version of "Power Director 8 HE" or "Power Director 8 HE" with "Street Fighter IV" and including the relevant CyberLink and Capcom Documentation.

1.4 "Art Work" means items provided by CyberLink and Capcom to NVIDIA that are used by NVIDIA and specifically includes at least: (a) Packaging; (b) Documentation; and (c) Advertising and Marketing Materials.

1.5 "Combined Product" means a single unit for commercial sale to Subdistributor consisting of: (a) a product coupon containing a code for the free download of CyberLink or CyberLink and Capcom Product; and (b) an NVIDIA Product.

1.6 "Customer End Product" means a single unit for commercial sale to End User, complete and ready to use, consisting of a Combined Product.

1.7 "End User" means the entity that licenses CyberLink and Capcom Product pursuant to CyberLink and Capcom Documentation for its own use and not for resale.

1.8 "Intellectual Property Rights" means all present and future worldwide patent rights, copyrights (including, for example, rights in audiovisual works and moral rights), trade secrets, know-how, trademarks, service marks, trade names, rights in registrations and applications for any of the foregoing rights, rights in trade dress and packaging, derivative works and other intellectual property rights and other proprietary rights recognized by the law of each applicable jurisdiction.

1.10 "NVIDIA Marks" means the trademarks, service marks, trade names and logos of NVIDIA which are incorporated in the Art Work, which NVIDIA Marks may be updated from time to time by NVIDIA in its sole discretion.

1.11 “NVIDIA Product” means **NVIDIA GeForce GT 220 and NVIDIA GeForce GT 240** graphics cards/boards.

1.12 “Territory” means **all of North America**.

2.0 Distribution Rights; Restrictions; Ownership

2.1 Appointment. Subject to the terms and conditions of this Agreement, during the Term in the Territory, NVIDIA hereby appoints Subdistributor as a non-exclusive distributor with right to market and distribute the CyberLink and Capcom Products solely when (a) bundled as Combined Products and packaged in the form of Customer End Products directly to End Users; (b) promoted and distributed solely using the Art Work provided by NVIDIA, and (c) when such Combined Products include NVIDIA Product produced by the Qualifying Add-In Card Partners listed in Exhibit B attached hereto. Subdistributor is limited to bundle Power Director 8 HE only with the NVIDIA GeForce GT220 and both Power Director 8HE and Street Fighter IV with the NVIDIA GeForce GT240. Subdistributor has no right to market and distribute or otherwise transfer the CyberLink and Capcom Product or CyberLink and Capcom Documentation on a standalone basis.

2.2 Restrictions. Except as expressly provided in this Agreement or with prior written approval by NVIDIA, Subdistributor will not: (i) directly or indirectly unbundle or authorize or knowingly permit its customers to unbundle the Combined Product and make any of the components thereof available for sale separately or in combination with any other products or components; (ii) copy, modify, disclose or distribute to any person all or any part of the CyberLink and Capcom Product, except as specifically permitted in Section 2.1 above; (iii) disassemble, decompile or reverse engineer the CyberLink and Capcom Product, or any part thereof; (iv) modify the CyberLink and Capcom Product in any manner; (v) use or distribute the CyberLink and Capcom Product or Combined Products to provide time sharing or other computer services to third parties; (vi) authorize or knowingly permit its customers to reproduce or alter the CyberLink and Capcom Products; (vii) rent the CyberLink and Capcom Products or Combined Products; (viii) distribute or otherwise make the CyberLink and Capcom Products or Combined Products available for coin-operated machines; (ix) knowingly distribute to any customer who infringes CyberLink and Capcom’s proprietary rights in the CyberLink and Capcom Product or NVIDIA’s proprietary rights in any NVIDIA Product; or (x) sublicense to any third party any of its rights in or to the CyberLink and Capcom Product or the Combined Products or any of its other obligations under this Agreement. All rights not expressly conveyed to Subdistributor under this Agreement are expressly reserved to NVIDIA and its licensors and suppliers.

3.0 Orders; Payment; Delivery; Inspection

3.1 Orders, Payment & Delivery of CyberLink and Capcom Products

3.1.1 Intentionally Deleted.

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4.0 Support

4.1 No Support by NVIDIA. NVIDIA will not provide support for any component of Combined Product or of a Customer End Product. Subdistributor will not refer End Users, or any third parties, to NVIDIA for support.

4.2 CyberLink and Capcom Support of End Users. Pursuant to the CyberLink and Capcom Documentation, CyberLink and Capcom will be responsible for providing product support to End Users for the CyberLink and Capcom Products. CyberLink and Capcom will not provide support for any component of a Combined Product or of a Customer End Product that is not provided by CyberLink and Capcom.

5.0 Promotion and Marketing of Customer End Products

5.1 Art Work and Packaging. Subdistributor is responsible for the promotion and marketing of Customer End Products, including the Combined Products portion thereof using strictly the Art Work provided by NVIDIA. Subdistributor agrees not to alter, erase, deface or overprint any such notice on anything provided by NVIDIA, including without limitation, the Art Work, marketing materials and packaging. Subdistributor will distribute Customer End Products with all packaging and warranties associated with the Combined Products portion of Customer End Product and disclaimers intact and as provided by NVIDIA.

5.2 Ratings Agency Guidelines. Specific to Capcom Product, Subdistributor shall at all times comply with the obligations contained in the PEGI guidelines and/or its foreign equivalent(s) (e.g., ESRB, OFLC, PEGI, USK...) (altogether "Rating Agencies") as applicable in the Territory, as now known or further modified during the Term. In connection with the previous sentence, subdistributor shall display the following ratings on the Combined Product:

- USK 12+
- PEGI 12+
- OFLC Rating Pending
- ESRB T (Teen) 13+

In particular and without limiting the generality of the foregoing, Subdistributor shall at its own costs and expenses display the Rating Agencies age rating logos on the Promotional Materials and Packaging. Subdistributor shall be solely responsible for any violation of the Rating Agencies guidelines. NVIDIA and Subdistributor acknowledge and agree that:

- (a) In case of automated fines applied on Capcom or NVIDIA due to the non compliance by Subdistributor of the Rating Agencies guidelines, such fines shall be re-invoiced to Subdistributor by NVIDIA, and Subdistributor shall promptly pay such fines and acknowledges that time is of the essence in such payment, and that non-compliance with payment deadlines is subject to the late payment interest applied on such fine; and
- (b) Repeated offences to Rating Agencies guidelines by Subdistributor shall be a material breach under this Agreement.

5.3 Copyright and Trademark Notices. The copyright and trademark notices listed in Exhibit A attached hereto, or any other legal notice provided from time to time by NVIDIA must appear on each CyberLink and Capcom Products, Combined Product or Customer End Product, as applicable, in a form and manner as determined by NVIDIA at its sole discretion.

5.4 No Further Representations. Subdistributor will have no right to make any warranties or promises for the use of the CyberLink and Capcom Products other than those which are expressly contained in the CyberLink and Capcom Documentation.

6.0 Confidential Information. The Confidential Information provided hereunder shall be held in strict confidence by each party in accordance with the terms of the mutual nondisclosure agreement in effect between the Parties, and shall not be used for any purpose other than as needed hereunder, and may be disclosed only to those who need-to-know the particular Confidential Information in order to carry out their assigned responsibilities in furtherance of this Agreement. Subdistributor agrees not to issue any press release announcing the details of this Agreement or the Customer End Product without NVIDIA's prior written approval.

7.0 Representations and Warranties

7.1 In General. Each party represents and warrants that it has full power and authority to undertake the obligations set forth in this Agreement, and that it has not entered into any other agreement, nor will it enter into any other agreement, that would render it incapable of satisfactorily performing its obligations hereunder or that would place it in a position of conflict of interest or be inconsistent with its obligations hereunder.

7.2 Limitation on Representations and Warranties. **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7.0, NEITHER SUBDISTRIBUTOR, NVIDIA NOR NVIDIA'S SUPPLIERS OR LICENSORS MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING FROM COMBINED PRODUCTS, NVIDIA PRODUCTS, OR CONCERNING ANY SUBJECT MATTER UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE. ALL MATERIAL AND INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS."**

8.0 Limitation of Liability

8.1 **EXCEPT FOR BREACHES OF SECTIONS 2.1, 2.2, 5 OR 6.0, OR AS SET FORTH IN SECTION 8.2, THE LIABILITY OF EITHER PARTY FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY SUBDISTRIBUTOR FOR THE AFFECTED COMBINED PRODUCTS. EXCEPT FOR LIABILITIES ARISING OUT OF SECTION 8.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR THE LOSS OF ANTICIPATED PROFITS ARISING FROM ANY BREACH OF THIS AGREEMENT.**

8.2 Indemnification by Subdistributor. Subdistributor will indemnify NVIDIA for any claims or damages arising out of Subdistributor's breach of Sections 2.1, 2.2 and/or 5.2, and Subdistributor expressly acknowledges that it shall be required to pay to NVIDIA fifty dollars (US \$50.00) for each unit (or at NVIDIA's option, any rebate for NVIDIA Products may be withheld) of the CyberLink and Capcom Products distributed in noncompliance with Sections 2.1 and/or

2.2. Subdistributor will also indemnify NVIDIA against any legal proceeding instituted or claim or demand asserted by any third party with respect to infringement of such party's Intellectual Property Rights or any act of unfair competition which is alleged to result from the marketing or distribution of the Combined Products arising out of Subdistributor's marketing and distribution of Combined Products.

9.0 Term and Termination

9.1 Term. This Agreement will become effective on the Effective Date and continue until June 30, 2010 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 CyberLink and Capcom 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.

10.0 General

10.1 Notice. All notices and statements hereunder required to be given to NVIDIA shall be sent to NVIDIA at its address stated at the beginning of this Agreement, to the attention of NVIDIA's Director of Developer Relations with a copy to the General Counsel, and all notices to Subdistributor shall be sent to Subdistributor at its address stated at the beginning of this Agreement, to the attention of Subdistributor's President with a copy to the General Counsel.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of Delaware, without giving effect to the rules of conflicts of laws. The United Nations Convention on the International Sale of Goods will not apply to this Agreement or to its subject matter. The parties agree that any dispute arising under this Agreement will be resolved exclusively in the state or federal courts located in Santa Clara County, California.

10.3 Remedies. Except as provided in Section 9.0, the parties' rights and remedies under this Agreement are cumulative.

10.4 Entire Agreement; Amendment; No Waiver. This Agreement and its exhibit(s) constitute the entire agreement of the parties with respect to its subject matter. No amendment, modification or waiver of a provision of this Agreement shall be effective, unless in writing and signed by authorized representatives of both Subdistributor and NVIDIA. The waiver by either party of a default or breach by the other party will not be considered a waiver of subsequent defaults of the same or different kind.

10.5 No Joint Venture/Third Party Beneficiary. Nothing in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties or making either an agent of the other for any purpose. No third party beneficiary rights are conferred upon any third party.

10.6 Export of Technical Data. Subdistributor will comply with all applicable export and import control laws and regulations and, in particular, Subdistributor will not export or re-export the CyberLink and Capcom Product without all required United States and foreign government licenses. Subdistributor understands that the CyberLink and Capcom Product may contain encryption technology that requires an export license from the U.S. State Department. Subdistributor will defend, indemnify, and hold harmless NVIDIA and its suppliers and licensors from and against all fines, penalties, liabilities, damages, costs and expenses incurred by NVIDIA as a result of any violation of such laws or regulations by Subdistributor or any of its agents or employees.