

## SERVICE-SPECIFIC TERMS FOR NVIDIA CLOUD FUNCTIONS

These Service-Specific Terms for NVIDIA Cloud Functions are an exhibit to the NVIDIA Cloud Agreement (the "Agreement") and are incorporated as an integral part of the Agreement.

- 1 **SLA.** The SLA for NVIDIA Cloud Functions is available at <https://www.nvidia.com/en-us/agreements/service-level-agreement/nvidia-cloud-services-service-level-agreement/>.
- 2 **DPA.** NVIDIA will process Customer's User Content uploaded, stored or shared for NVIDIA Cloud Functions in accordance with the DPA.
- 3 **ADDITIONAL AUTHORIZED USERS.** Persons may access certain parts of the Cloud Service to use a Customer Product. As between NVIDIA and Customer, Customer is responsible for supporting the use of Customer Products.
- 4 **LICENSE SUBSCRIPTION TYPE.** NVIDIA Cloud Functions requires payment of Subscription fees and is provided on an annual Subscription per GPU hour basis. For an annual Subscription period, Customer must specify in an Order Form a particular dollar amount and pay that amount regardless of the number of GPU hours Customer uses. Customer may select from available GPU types at designated prices per hour of use. NVIDIA will deduct from the annual Subscription dollar amount based on Customer's use. If Customer's use exceeds the annual Subscription dollar amount specified in the Order Form ("Overages"), NVIDIA will invoice Customer monthly in arrears for Overages ("Overage Fees").
- 5 **DATA COLLECTION.**
  - 5.1 Collection Purposes. Section 11.1 of the Agreement is replaced with the following: Customer hereby acknowledges that NVIDIA collects the following data for the following purposes: (i) configuration and operating system data to properly configure and optimize systems for use with NVIDIA Cloud Functions; (ii) workload metrics (e.g., function executions, number of executions, GPU run time) to operate (including for invoicing purposes if applicable) and improve NVIDIA Cloud Functions and related products and services; and (iii) error logs and execution logs relating to customer workloads and the control plane for NVIDIA Cloud Functions for tracing and troubleshooting purposes (logs may be deleted at Customer's election at any time). The foregoing information is associated with Customer's enterprise account.
  - 5.2 Personal Information. Section 11.2 of the Agreement is replaced with the following: NVIDIA will require certain personal information such as name and/or email address, or entitlement information to deliver or provide NVIDIA Cloud Functions to Customer and its Authorized Users.

(v. June 5, 2024)