

SERVICE-SPECIFIC TERMS FOR NVIDIA DGX CLOUD

These Service-Specific Terms for NVIDIA DGX Cloud 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 DGX Cloud 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 DGX Cloud 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 TYPE.** NVIDIA DGX Cloud requires payment of Subscription fees and is provided on a Subscription per Node basis, unless otherwise agreed by the parties.
5. **EFFECT OF TERMINATION.** In connection with the use of the NVIDIA DGX Cloud, in addition to Customer being able to delete Customer's User Content, if Customer requests NVIDIA via an Enterprise Support ticket to delete Customer's content from the NVIDIA GPU cloud (NGC) private registry, Customer's content will be permanently deleted.
6. **PROOF-OF-CONCEPT (POC) PROGRAM TERMS.** The following proof-of-concept terms ("POC Terms") describe the program terms for proof-of-concept ("POC") uses of the NVIDIA DGX Cloud under the Agreement as modified here. Capitalized terms used but not defined below shall have the meaning assigned to them in the Agreement.
 - 6.1. **POC Program Overview.** Subject to compliance with the Agreement and the POC Terms, as a participant in the POC program NVIDIA provides Customer limited time access to the NVIDIA DGX Cloud (extendable at NVIDIA's sole discretion) to the following:
 - 6.1.1 Access to the NVIDIA designated number of NVIDIA DGX Cloud Nodes solely for Customer to evaluate the documented features of the service,
 - 6.1.2 High performance compute, storage and network connectivity for the NVIDIA DGX Cloud,
 - 6.1.3 Enterprise Support is provided by NVIDIA on an ad-hoc basis, at NVIDIA's sole discretion, via email and other agreed upon communication channels,
 - 6.1.4 After the conclusion of the POC, NVIDIA may retain certain data for security purposes such as control plane logs. Except for data retained for security purposes, NVIDIA will purge customer data including customer uploaded data within ninety (90) days from the end of the POC, and
 - 6.1.5 Customer's personnel who wish to exercise any data subject rights shall make those requests to Customer's own entity administrator directly and NVIDIA will provide reasonable support to facilitate Customer's honoring such data subject requests.
 - 6.2. **Collaboration Plan.** In this collaborative POC environment:
 - 6.2.1 Both NVIDIA and tenant will share the responsibility of NGC org administration and infrastructure use by enabling org admin roles to select NVIDIA and tenant user accounts.
 - 6.2.2 As an organization administrator, NVIDIA will be tracking and monitoring usage of the shared NVIDIA DGX Cloud environment, including, but not limited to, jobs, customer uploaded data, and logs for support, security operations and product improvement purposes.
 - 6.2.3 NVIDIA will have service personnel that will be supporting Customer's POC experience which will be based on agreed workloads and success criteria. The collaboration experience may

include, without limitation, sharing containers, walking teams through the workflow, and tracking the outcome of a job.

6.3. Program Participation Terms. As a POC participant, Customer agrees to:

6.3.1 Identify business, technical and security points of contact,

6.3.2 Outline and define POC success criteria,

6.3.3 Participate in weekly progress sync meetings,

6.3.4 Be available for user experience research,

6.3.5 Use NVIDIA DGX Cloud only for non-production deployment(s) such as testing and proof-of-concept, and

6.3.6 Refrain from uploading or processing controlled or sensitive data, including (but not limited to), protected health information, personally identifiable information, payment card industry information or sensitive human subject research.

6.4. End of POC Access. At all times during the POC, NVIDIA and its agents have the right to inspect, repair, maintain, improve and update the NVIDIA DGX Cloud. Additionally, NVIDIA may choose to change or terminate the POC access at any time without liability. NVIDIA may delete any data uploaded to the POC environment at any time at its discretion, and NVIDIA will delete data at the end of Customer's participation in the POC except for the data that will be retained for security purposes. As with any temporary or POC offering, it is highly recommended that that Customer maintains its full data backup outside of the NVIDIA DGX Cloud POC environment.

(v. June 5, 2024)