

## NVIDIA ENTERPRISE SUPPORT POLICY

The terms in this enterprise support policy ("Enterprise Support Policy") describe the support services that you, whether an individual or entity ("you") may obtain directly from NVIDIA for certain NVIDIA Enterprise Software and Cloud Service under the terms of your NVIDIA license or cloud agreement and this Enterprise Support Policy. Key terms are defined in Section 8 and any capitalized terms used but not defined below have the meaning assigned to them in the applicable NVIDIA license or cloud agreement.

This Enterprise Support Policy is incorporated as an integral part of your license or cloud agreement.

### 1. **Services Overview.**

1.1 Enterprise Software. If your order indicates that NVIDIA will directly provide Enterprise Support for your Enterprise Software, then subject to payment of applicable fees, NVIDIA agrees to provide the ordered Enterprise Support for the Enterprise Software during the applicable Service Term.

1.2 Cloud Service. If your order indicates that NVIDIA will directly provide Enterprise Support for your Cloud Service, then subject to payment of applicable fees, NVIDIA agrees to provide the ordered Enterprise Support for the Cloud Service during the applicable Service Term.

1.3 Orders for Enterprise Support. You may order the Enterprise Support from NVIDIA or an NVIDIA-authorized reseller, as available. If you have an agreement with an NVIDIA reseller specifying that a third party will deliver similar services as the Enterprise Support described in this Enterprise Support Policy for Supported Products, this Enterprise Support Policy does not apply. NVIDIA may update the scope of Enterprise Support under this Enterprise Support Policy and any modifications are binding on you if the modifications do not single you out.

### 2. **Enterprise Support Services.**

2.1 Enterprise Support Services Offered. NVIDIA will make available to you Enterprise Support for the Supported Product during the Service Term.

2.2 Scope. Enterprise Support includes:

2.2.1 Making technical support available to your designated users via a dedicated support portal. You may identify in writing to NVIDIA your designated users for purposes of obtaining Enterprise Support. NVIDIA will provide Enterprise Support to the designated users only via a dedicated support portal.

2.2.2 Using commercially reasonable efforts to analyze, investigate, and diagnose each potential submitted technical support issue to determine if it qualifies for service.

2.2.3 Issuing a response to all potential technical support issues filed, provided no commitment is made about the specific resolution. Resolution may be achieved with hardware or software, Error Corrections, or Workarounds, other mitigations as determined by NVIDIA, or NVIDIA's decision to close an open issue.

2.2.4 Communicating with you until each issue that qualifies for support is resolved.

2.3 Submitting Enterprise Support Requests. You can submit a support request by:

2.3.1 Filing a case online via the NVIDIA Support Portal: <https://nvid.nvidia.com/>.

2.3.2 Calling NVIDIA Enterprise Support. For global phone numbers please see: <https://www.nvidia.com/en-us/support/enterprise/>.

2.4 Support Levels. Enterprise Support is offered in two support levels: Business Standard and Business Critical. Support issues of all severity levels are routed via a support priority queue.

2.4.1 Business Standard Support includes:

- Portal Access. Access to a 24x7 online support portal with a tracking tool for bug reporting and issue resolution, knowledge base materials and troubleshooting information.
- Phone Assistance. Access to a 24x7 call center telephone assistance for support service requests.
- Technical Support. Access to telephone technical assistance between 8 AM - 5 PM during NVIDIA's working business days and consistent with local time zone for support service troubleshooting ("Business Hours").

2.4.2 Business Critical Support includes: The Business Standard Support described in Section 2.4.1 above and:

- For severity one ("S1") and severity two ("S2") issues, NVIDIA will provide 24x7x365 remote technical support assistance (some exclusions for holidays may apply).
- Access to telephone technical assistance between 8 AM - 5 PM during NVIDIA Business Hours for severity three ("S3") and severity 4 ("S4") issues.
- Access to accelerated response times based on the severity level, compared to Business Standard Support.

### 3. Severity Levels.

3.1 Severity Level Definitions. The severity definitions table below describes the severity level categories.

Severity Level	Description
<b>S1: Catastrophic</b>	<ul style="list-style-type: none"> <li>• The situation has halted your business.</li> <li>• The Enterprise Software or Cloud Service, or critical functions, are unavailable or unusable and no workarounds exist.</li> </ul>
<b>S2: Severe</b>	<ul style="list-style-type: none"> <li>• The Enterprise Software or Cloud Service, or important functions, are not working as expected, and no procedural workaround exists.</li> </ul>
<b>S3: Moderate</b>	<ul style="list-style-type: none"> <li>• Non-critical issues that are intermittent or that you or NVIDIA can address using workarounds, but your use of the Enterprise Software or Cloud Service continues to function.</li> </ul>
<b>S4: Minor</b>	<ul style="list-style-type: none"> <li>• Cosmetic or other minor issues with the Enterprise Software or Cloud Service that do not cause any significant detrimental effects.</li> <li>• Incremental feature requests.</li> </ul>

#### 4. Support Levels.

4.1 Support Level Timelines. NVIDIA aims to respond to Enterprise Support requests per the target timelines indicated below; however, response times may vary.

Service Component	Support Levels	
	Business Standard	Business Critical (for select offerings)
Technical Support Access	Local Business Hours	24x7
Severity 1 Initial Response Times	4 Business Hours	1 Hour
Severity 2 Initial Response Times	4 Business Hours	2 Hours
Severity 3 Initial Response Times	1 Business Day	4 Business Hours
Severity 4 Initial Response Times	2 Business Days	1 Business Day
Access to Customer Portal	24x7	24x7
Web	24x7	24x7
Phone	Local Business Hours	24x7
Product Coverage	Enterprise Software / Cloud Service	Enterprise Software / Cloud Service

#### 5. Enterprise Software Reinstatement; Requirements and Availability.

5.1 Enterprise Software Reinstatement. If you elect not to renew Enterprise Support for Enterprise Software and later wish to re-enroll, you must pay for the Enterprise Support being reinstated at the then-current rates: (a) fees for the period between the last expiration of the Enterprise Support and until commencement of the new Enterprise Support, (b) fees for the new Enterprise Support, and (c) any applicable reinstatement fees in addition to fees under (a) and (b). Enterprise Support re-enrollment is subject to availability at the time of ordering and software version restrictions.

5.2 Enterprise Software Requirements and Availability. When you submit an order for Enterprise Support, you will (a) purchase Enterprise Support for Supported Products only for the most current generally available version of Supported Products, and (b) purchase Enterprise Support as needed for all of your licenses of the applicable Supported Products requiring Enterprise Support. NVIDIA is not obligated to provide Enterprise Support under this Enterprise Support Policy for a version of Supported Products after the end of the Service Term. NVIDIA is not obligated to initiate or renew Enterprise Support if Enterprise Support is no longer made available by NVIDIA.

## 6. Exclusions and Supported Configurations.

6.1 Exclusions. NVIDIA does not provide services under this Enterprise Support Policy related to:

6.1.1 Errors in your own or your licensors' products that are not due to Errors in the Supported Product.

6.1.2 Service necessary due to operator error, improper use of Supported Products or attempted support by unauthorized persons.

6.1.3 Use of Supported Products outside of the Agreement scope.

6.1.4 Use of Supported Products that deviates from the operating procedures, indicated supported operating systems and any other specifications indicated in the documentation.

6.1.5 To the extent the provision of Enterprise Support would violate NVIDIA's obligations to its third-party licensors and suppliers regarding the third parties' intellectual property.

6.2 Discretionary Support. NVIDIA will as part of Enterprise Support attempt to support, but is not obligated to support: (a) Supported Software on platforms other than Certified Platforms, or (b) modifications to Supported Products made by you or other parties on your behalf if a reported issue cannot be replicated without the modification.

## 7. Your Responsibilities.

7.1 Required Responsibilities. In order for NVIDIA to deliver Enterprise Support under this Enterprise Support Policy, you agree that:

7.1.1 You are responsible for procuring, installing and maintaining all equipment and obtaining all consents for other software and other hardware necessary to operate Supported Products.

7.1.2 You will provide through designated users the information or access to your resources and personnel as NVIDIA may reasonably require for providing services. As examples, as reasonably requested you will (a) identify the correct version(s) of Supported Products, (b) provide the documentation and assistance necessary to demonstrate and diagnose each potential technical support issue, including providing necessary test cases that NVIDIA can reproduce on a Certified Platform, (c) provide remote system access (upon mutual agreement) for NVIDIA to replicate potential Errors, and (d) provide embedded diagnostic information.

You will appoint as designated users only those of your employees who have reasonably appropriate technical backgrounds and skills. You may remove or replace designated users during the Service Term with notice to NVIDIA.

7.1.3 You will appoint, at NVIDIA's request, designated service and engineering contacts for Enterprise Support issue escalations.

7.2 Required Cooperation. NVIDIA is excused from performing any of its obligations in this Enterprise Support Policy to the extent NVIDIA's non-performance is attributable to your failure to perform your responsibilities.

## 8. Definitions.

8.1 "Certified Platform" means Supported OS platforms, corresponding hardware platforms, cloud instance types, third-party software and configuration details appearing on a list maintained by NVIDIA and made available to you, or as otherwise approved by NVIDIA.

8.2 "Cloud Service" means supported NVIDIA Cloud Offerings, such as platform-as-a-service, APIs and materials (such as NVIDIA DGX Cloud and NVIDIA Omniverse Cloud), all of which are available for cloud access.

8.3 "Enterprise Software" means supported NVIDIA enterprise products, such as those offerings in the NVIDIA AI Enterprise catalog, that are installed on your premises.

8.4 "Enterprise Support" means the provision of telephone or web-based technical assistance to questions from designated users related to the (a) installation of Enterprise Software, or (b) use and operation of the Supported Products, including basic instruction or assistance related to functional Errors in the Supported Product.

8.5 "Error(s)" means a reproducible defect, problem, logical error or bug in the Supported Product that constitutes a failure to substantially comply with the applicable documentation and is reported using standard NVIDIA procedures.

8.6 "Error Correction(s)" means adapting, re-configuring, or reprogramming the Supported Product to correct the Error(s).

8.7 "Service Term" means the service term for the ordered Enterprise Support for the applicable Enterprise Software or Cloud Service.

8.9 "Supported OS" means the supported operating system(s) listed in conjunction with a particular Certified System on the list maintained by NVIDIA and made available to you.

8.9 "Supported Products" means the NVIDIA Enterprise Software or Cloud Service, as applicable, under an active NVIDIA license or subscription inclusive of applicable Enterprise Support.

8.10 "Workarounds" means procedures and routines, for use by you, which, when employed in the regular operation of, or access to, the Supported Product, will avoid or substantially diminish the practical adverse effects of the relevant Error.

(v. June 5, 2024)