

Enterprise Professional Services Terms and Conditions

Under this professional services terms and conditions, NVIDIA Corporation or a designated subsidiary of NVIDIA Corporation (as applicable, "NVIDIA") agrees to provide support services ("Professional Services") for designated NVIDIA products to the customer ("you") upon purchase from NVIDIA or a NVIDIA authorized reseller ("Reseller").

SERVICES

"Product" means NVIDIA hardware, NVIDIA licensed software, NVIDIA cloud services or other NVIDIA assets that NVIDIA agrees to support as described below. As examples of NVIDIA product families: NVIDIA DGX products, Jetson products, RTX Server products, and NVIDIA SDKs. NVIDIA will maintain the list of Products for which Professional Services are available and update the list from time to time.

When you purchase Professional Services, the corresponding SKU will indicate the service limitations, including (without limitation) the Product(s) and maximum support time period.

Upon purchase, NVIDIA will provide the Professional Services described in a SKU for a fixed price or on a time and materials basis.

The reference to "1 day" in a SKU means up to eight (8) hours of services, the reference to "1 week" in a SKU means up to forty (40) hours of service, or the SKU may indicate the maximum number of hours of services.

In connection with Professional Service available for a fixed price, NVIDIA and you may enter into a statement of work ("SOW") that captures specifics of Professional Services to be delivered, such as, but not limited to, the project, further service information, the deliverables, the materials required from you, delivery schedule, staff roles and fee and payment terms in case payment is directly to NVIDIA. If no maximum time is indicated in a SKU or SOW, NVIDIA has estimated the required service hours for the offering and the Professional Services are deemed completed upon delivery of a report. Where a SOW is provided by NVIDIA, no Professional Services will start until the parties enter into the SOW.

General Service Terms

The Professional Services hours include time NVIDIA spends with the customer and NVIDIA's time spent on delivering the Professional Services such as time NVIDIA spends reviewing a customer assessment and preparing a report.

Services are provided during NVIDIA's regular business hours, and exclude weekends and NVIDIA observed holidays.

NVIDIA may allocate one or more individuals to deliver the hours of services. If a Professional Service is for 1 day of services, NVIDIA may, by way of example, allocate two individuals to work for up to four (4) hours or allocate one individual to work for up to eight (8) hours depending on the services to be provided.

Professional Services may include one or more of the following services for a designated NVIDIA product: deployment, analysis and assessment, training, site reliability engineer (SRE), implementation, code profiling and optimization, benchmarking, workload migration, or other services agreed by the parties. Prior to purchasing Professional Services, the date and location must be confirmed by NVIDIA, if applicable. If re-scheduling is requested by either party, the parties will cooperate to timely select a new date and location subject to availability as applicable.

The Professional Services under these terms and conditions are provided without commitment to any specific results. No credit or refund is provided by NVIDIA in instances where (a) NVIDIA completes the Professional Services before spending the maximum number of hours, or (b) the Professional Services are not redeemed or utilized within twelve months of the purchase order date (for orders accepted), in which case Professional Services terminate automatically without notice.

Professional Services are either delivered directly by NVIDIA or by a NVIDIA authorized service provider.

Professional Services are available to select parties upon approval from NVIDIA at NVIDIA's discretion, in limited quantities based on availability of personnel, and in limited geographical locations as updated by NVIDIA from time to time in its sole discretion.

Professional Services are non-transferable, non-assignable and your services are terminated (in whole or in part) when the Product(s) under management are transferred to another party.

WHAT THESE SERVICES DO NOT COVER

Professional Services fees include remote services, or in limited instances as agreed with NVIDIA on-site services, provided that on-site services assume up to 30 minutes of travel time each way. If additional travel is involved, NVIDIA will inform you in advance and the additional cost will be separately invoiced after incurred.

NVIDIA hardware, licensed software, cloud services or assets shall be separately obtained, and Professional Services are for related services only. You agree to provide access to resources and materials reasonably required by NVIDIA or its authorized service provider to deliver Professional Services, including, without limitation, access via the internet or via direct modem or VPN connection to relevant servers, access to your facilities for requested on-site visits, and/or access to, and assistance of, your personnel.

NVIDIA and its authorized service providers shall be excused from performing any of its obligations hereunder to the extent any such non-performance is attributable to your failure to perform your obligations under these terms and conditions or a SOW, including but not limited to your obligation to timely pay any invoices from NVIDIA or a reseller or necessary products required from you for NVIDIA to perform such Professional Services. Payment obligations survive any expiration or termination of these terms and conditions.

INTELLECTUAL PROPERTY RIGHTS

No transfer of ownership of any intellectual property will occur under these terms and conditions. NVIDIA does not provide as part of Professional Services joint development services, nor performs work for hire. You grant NVIDIA a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for NVIDIA and its designees to perform the Professional Services. NVIDIA confidential information provided as part of Professional Service is subject to confidentiality obligations.

PERSONAL INFORMATION

In order to obtain Professional Services, you or a representative of your entity will need to register and create an account with NVIDIA and become a registered user. When creating an account, the registrant will be required to provide certain information and establish a username and a password. NVIDIA reserves the right to suspend or terminate an account if any information provided is inaccurate, false or misleading. Each registrant is responsible for safeguarding the password created for the account and for any activities or actions under such account, whether or not authorized by the registrant. NVIDIA will not be liable for any loss or damage arising from any registrant's failure to comply with the above requirements. For more information on how NVIDIA handles data from NVIDIA enterprise customers, please visit NVIDIA's Privacy Policy at: <https://www.nvidia.com/en-us/about-nvidia/privacy-policy/>.

In connection with Professional Services, registrants may receive access to links to third party websites and services and the availability of those links does not imply any endorsement by NVIDIA. NVIDIA encourages each registrant to review the privacy statements on those sites and services to understand how they may collect, use and share any personal information. NVIDIA is not responsible for the privacy statements or practices of sites and services controlled by other companies or organizations or your reliance on information you gather from use of the links.

DISCLAIMER OF WARRANTY

PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND NVIDIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO WARRANTY IS MADE BY NVIDIA ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. NVIDIA SHALL

NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF YOUR ELECTIONS TO LEAVE OR REMOVE SOFTWARE AND DATA FROM HARDWARE IN ORDER TO OBTAIN SERVICES.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY (I) INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (II) DAMAGES FOR THE (A) COST OF PROCURING SUBSTITUTE GOODS OR (B) LOSS OF PROFITS, REVENUES, USE, DATA OR GOODWILL ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE RECEIPT OF THE PROFESSIONAL SERVICES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA'S TOTAL CUMULATIVE AGGREGATE LIABILITY FOR ANY AND ALL LIABILITIES, OBLIGATIONS OR CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS EXCEED THE NET AMOUNTS PAID BY YOU OR THE RESELLER TO NVIDIA (NET OF REBATES AND/OR OTHER CREDITS ISSUED TO YOU OR THE RESELLER) FOR THE PROFESSIONAL SERVICES UPON WHICH LIABILITY IS BASED. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

GOVERNING LAW; JURISDICTION

These terms and conditions will be governed in all respects by the laws of the United States and the laws of the State of Delaware, without regard to conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts residing in Santa Clara County, California will have exclusive jurisdiction over any dispute or claim arising out of these terms and conditions and parties irrevocably consent to personal jurisdiction and venue in those courts; except that, either party may apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

CONTACT INFORMATION

For additional information about Professional Services, please contact enterpriseservices@nvidia.com.

(v. October 17, 2023)