

PRODUCT-SPECIFIC TERMS FOR NVIDIA vGPU PRODUCTS

These Product-Specific Terms for vGPU products (“vGPU Product-Specific Terms”) are an exhibit to the NVIDIA Software License Agreement at <https://www.nvidia.com/en-us/agreements/enterprise-software/nvidia-software-license-agreement/> (the “Agreement”) and are incorporated as an integral part of the Agreement.

1. Scope. The Agreement and these vGPU Product-Specific Terms govern the use of NVIDIA vGPU Enterprise Products including, but not limited to, NVIDIA Quadro Virtual Data Center Workstation (Quadro vDWS), NVIDIA GRID Virtual PC (GRID vPC), NVIDIA GRID Virtual Applications (GRID vApps) and NVIDIA CloudXR software.

2. Grant. Section 1.1 of the Agreement is amended and restated to read as follows:

1.1 Subject to the terms of the Agreement, Customer’s Order Form and license parameters of an Enterprise Product Part Number, and payment of applicable fees, NVIDIA grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except as expressly provided in the Agreement) license to do the following for the duration of the license:

- 1.1.1 install, use, reproduce, create Derivative Samples and Derivative Models, and configure (if applicable) the Software,
- 1.1.2 offer as a service the Software and Derivative Samples and Derivative Models in Compatible Applications on infrastructure Customer owns or leases, and
- 1.1.3 sublicense and distribute the Software, Derivative Samples and Derivative Models in Compatible Applications.

3. Limited Grant. Section 1.2 of the Agreement is amended and restated to read as follows:

1.2 Limited Grants. The Software includes software for specific NVIDIA Platforms. The grants above are further limited as follows:

- 1.2.1 For the vGPU line of products for which Subscriptions are available on a per CCU basis: under a vGPU product license the Authorized Users are licensed to access virtual desktops, except that under a vApps product license the Authorized Users are licensed to access only remote desktop session host (RDSH) based applications and desktops.
- 1.2.2 Users that receive an Enterprise Product identified as “not for resale” or “NFR” (typically a license to a distributor or reseller) may exercise only the grant in Section 1.1.1 above solely for internal evaluation or to demonstrate the Enterprise Product to others.
- 1.2.3 Users that receive an Enterprise Product for trial may exercise the grants in Section 1.1 solely for the trial period.

4. A new subsection 1.7 is added to the Agreement as follows:

1.7 Requirements. The requirements in this section apply to Software, Derivative Samples and Derivative Models that Customer deploys as a service and for Customer to exercise the distribution grants:

- 1.7.1 Additional Functionality. A Compatible Application or Customer service that Customer provides to third parties must have material additional functionality beyond the included portions of Software.

1.7.2 Notification of Misuse. Customer agrees to notify NVIDIA in writing of any known or suspected use or distribution of Software, Derivative Samples and Derivative Models not in compliance with the terms and conditions the Agreement, and to enforce the terms of Customer's agreements with respect to Software.

1.7.3 NVIDIA Works Notice. The following notice must be included in Derivative Samples and Derivative Models distributed: "This software contains source code provided by NVIDIA Corporation."

1.7.4 Customer Agreements. The terms under which Customer deploys as a service or distributes the Software, Derivative Samples and Derivative Models must be at least as protective as the terms of the Agreement (including, but not limited to, terms relating to the grant, restrictions and protection of Intellectual Property Rights).

1.7.5 Use Report. Customer must report upon NVIDIA's email request, no more than monthly, the Software in use by all users Customer enabled, quantity, start and end dates, and any other reasonably requested information for NVIDIA to determine the fees due.

1.7.6 Enterprise Support. Subject to the terms of the Agreement, NVIDIA will provide Enterprise Support to Customer for the duration indicated in the Part Number, and Enterprise Support does not extend to any other parties.

1.7.7 License Administration. Customer will be responsible for the administration of licenses and services to Customer's users during their use period.

(June 5, 2024)