

NVIDIA ENTERPRISE SERVICES POLICY

The terms in this enterprise service policy (this “Enterprise Service Policy”) describe the services that you, whether an individual or entity (“you”) may obtain directly from NVIDIA for certain NVIDIA enterprise software under the terms of your NVIDIA software license agreement and this Enterprise Service Policy. Capitalized terms used but not defined below will have the meaning assigned to them in the Agreement.

This Enterprise Service Policy is incorporated as an integral part of your Agreement. In the event of conflict between the terms in this Enterprise Services Policy and the terms in your Agreement, the terms in this Enterprise Services Policy will govern with respect to services for NVIDIA enterprise software.

1. Overview.

If your order indicates that NVIDIA will directly provide Enterprise Support, Maintenance, Updates and/or Upgrades for your NVIDIA enterprise software, then subject to payment of applicable fees NVIDIA agrees to provide the ordered Services for the Supported Products during the applicable Service term.

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

2. Enterprise Support.

If your Service plan includes Enterprise Support, subject to payment of applicable fees NVIDIA will make available to you Enterprise Support for the Supported Product during the Service term.

Enterprise Support includes:

- Making technical support available to your designated users via a dedicated support portal. You will be permitted to designate in writing to NVIDIA designated users for purposes of obtaining Technical Support. NVIDIA will provide Technical Support to such designated users only via a dedicated support portal.
- Using commercially reasonable efforts to analyze, investigate, and diagnose each potential technical support issue to determine if it qualifies for service.
- Issuing a response to all potential technical support issues filed, provided no commitment is made with respect to the specific resolution. Resolution may be achieved with hardware or software, Error Corrections, or Workarounds, or other mitigation or decision to close an open issue.
- Communicating with you until each issue that qualifies for support is resolved.

You can submit a support request by:

- Filing a case online via the NVIDIA Support Portal: <https://nvid.nvidia.com/>.
- Calling NVIDIA Enterprise Support. For global phone numbers please see: <https://www.nvidia.com/en-us/support/enterprise/>

Enterprise Support is offered in two support levels – Business Standard and Business Critical

Business Standard Enterprise Support includes:

- 24x7 online support portal with access to tracking tool for bug reporting and issue resolution, knowledge base materials and troubleshooting information,
- 24x7 call center telephone assistance for support service requests,
- 8 AM - 5 PM business days at local time zone telephone technical assistance where technicians assist with support service troubleshooting.

Business Critical Enterprise Support includes:

The Standard Support described above, plus:

- For severity one (S1) and severity two (S2) issues NVIDIA provides 24x7x365 remote technical support assistance (some exclusions for holidays may apply),
- Support issues of all severity levels are routed via a support priority queue, and
- Accelerated response times apply based on the severity level, compared to Standard Support customers.

Business Critical Enterprise Support customers receive 8-5 telephone technical assistance for severity three (S3) and severity 4 (S4) issues.

3. Severity Levels.

The severity definitions table below describes the severity levels.

Severity Level	Descriptions
S1: Catastrophic	<ul style="list-style-type: none">• The situation has halted your business.• The service or critical functions are unavailable or unusable and no workarounds exist.
S2: Severe	<ul style="list-style-type: none">• The service or important functions are not working as expected or require workarounds, and no procedural workaround exists
S3: Moderate	<ul style="list-style-type: none">• Non-critical issues that is intermittent or can be addressed using workarounds, but business continues to function
S4: Minor	<ul style="list-style-type: none">• Cosmetic or other minor issues that do not cause any significant detrimental effects.• Incremental feature requests

4. Target Initial Response Times.

NVIDIA aims to respond to Enterprise Support service requests per the Target Initial Response Times indicated below; however, response times may vary.

Severity Level	Target Initial Response Time	
	Business Standard	Business Critical
S1: Catastrophic	4 business hours	1 hour
S2: Severe	4 business hours	2 hours
S3: Moderate	4 business hours	4 business hours
S4: Minor	1 business day	1 business day

5. Reinstatement; Requirements and Availability.

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

5.2 Requirements and Availability. You will (a) purchase the initial Service for Supported Products only for the most current generally available version of Supported Products, and (b) initially purchase and renew Services for all of your licenses of the applicable Supported Products. The Service plans will indicate the types of services (from the above) that are available for specific Supported Products. NVIDIA is not obligated to provide any Services under this Enterprise Services Policy for Supported Products version after the end of support period to its licensees. NVIDIA is not obligated to initiate or renew any Service if such Service plan is no longer made available by NVIDIA.

6. Exclusions.

NVIDIA does not provide services under this Enterprise Services Policy related to:

- (a) errors in your own or your licensors' products that are not due to Errors in the Supported Product;
- (b) service necessary due to operator error, improper use of Supported Products or attempted support by unauthorized persons;
- (c) use of Supported Products outside of the Agreement scope;
- (d) use of Supported Products that deviates from the operating procedures, indicated supported operating systems and any other specifications indicated in the documentation; or

(e) to the extent the provision of services would violate NVIDIA's obligations to its third-party licensors and suppliers with respect to such third parties' intellectual property.

NVIDIA will as part of certain Services attempt to support, but is not obligated to support (a) Supported Software on platforms other than Certified Systems and (b) modifications to Supported Products made by you or other parties on your behalf, if a reported issue can be replicated without the modification

Further, Services under this Enterprise Services Policy do not include any enhancement(s) or addition(s) to Supported Products beyond Maintenance, Updates and Upgrades for Supported Products.

7. Your Responsibilities.

In order for NVIDIA to deliver Services under this Enterprise Services Policy, you agree that:

(a) 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;

(b) your failure to deploy a Maintenance, Update or Upgrade available to you as promptly as possible may render the applicable Supported Products non-operable or non-conforming to later documentation provided by NVIDIA;

(c) you agree to provide through designated users such information, and/or access to your resources and personnel as NVIDIA may reasonably require for providing services. As examples, as reasonably requested you will (i) identify the correct version(s) of Supported Products, (ii) 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 System, (iii) provide remote system access (upon mutual agreement) for NVIDIA to replicate potential Errors, and (iv) provide embedded diagnostic information;

(d) when you use Maintenance, Update or Upgrade, access to a new product version does not change the number of authorized licenses you have for Supported Products and you will discontinue use of the prior version as necessary to maintain your authorized number of licenses;

(e) 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; and

(f) you will appoint, at NVIDIA's request, designated service and engineering contacts for service issue escalations.

NVIDIA will be excused from performing any of its obligations hereunder to the extent any such non-performance is attributable to your failure to perform your responsibilities under this section.

8. Definitions.

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

ii. “Enterprise Support” means the provision of telephone or web-based technical assistance to questions from designated users related to the installation, use and operation of the Supported Products, including basic instruction or assistance related to functional Errors in the Supported Product.

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

iv. “Error Correction(s)” means adapting, re-configuring, or reprogramming the Supported Product to correct the Error(s).

v. “Maintenance” means security patch(es), Error Correction(s) and Workaround(s) to the Supported Product made available by NVIDIA in its sole discretion and on a “when and if generally made available” basis to its other commercial customers of the Supported Product who have the same Supported Product version under a Service contract with NVIDIA that specifically includes “Maintenance”. Maintenance may include revisions to documentation.

vi. “Services” means any combination of the services described in this Enterprise Services Policy, and “Service” means any one service described in this Enterprise Services Policy.

vii. “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.

viii. “Supported Products” means the NVIDIA enterprise software products under an active NVIDIA software support or subscription Agreement installed for your use that are under a current and valid license and for which you purchased Services.

ix. “Updates” means those modifications to the Supported Product other than Maintenance made available by NVIDIA in its sole discretion and on a “when and if generally made available” basis to its other commercial customers of the Supported Product who have the same Supported Product version under a Service contract with NVIDIA that specifically includes “Updates” and that is indicated by NVIDIA as being an update by means of a change in the digit to right of first decimal point (e.g., version 5.0 to version 5.1).

x. “Upgrades” means those modifications to the Supported Product other than Maintenance made available by NVIDIA in its sole discretion and on a “when and if generally made available” basis to its other commercial customers of the Supported Product who have the same Supported Product version under a Service contract with NVIDIA that specifically includes “Upgrades” and that is indicated by NVIDIA as being an upgrade by means of a change in the digit to left of first decimal point (e.g., version 5.0 to version 6.0).

xi. “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. April 24, 2023)