

HPC Compiler Support Services Quick Start Guide

Release 26.11ng-beta

NVIDIA Corporation

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HPC COMPILER SUPPORT SERVICES SUPPLEMENT

The terms in this supplement describe the service subscriptions that you may obtain directly from NVIDIA for HPC Compilers provided as part of the HPC SDK ("HPC Compilers") under the terms of your license agreement ("Agreement") as modified by this supplement. Capitalized terms used but not defined below shall have the meaning assigned to them in this Agreement.

This supplement is an exhibit to this Agreement and is incorporated as an integral part of this Agreement. In the event of conflict between the terms in this supplement and the terms in this Agreement, the terms in this supplement shall govern.

If your order indicates that NVIDIA will directly provide Technical Support for your license(s), then subject to payment of applicable fees NVIDIA agrees to provide the ordered services for the Supported Software based on the service subscription plan you purchased during the applicable service term, solely on Certified System(s), and solely for the Supported OSs.

For Technical Support, you will be permitted to designate in writing to NVIDIA designated users for purposes of obtaining Technical Support. Technical Support prices are based on the number of designated users. NVIDIA will provide Technical Support deliverables to your designated users via a dedicated support portal. NVIDIA will use commercially reasonable efforts to analyze each potential Technical Support issue to determine if it qualifies for service. NVIDIA shall issue a response to all potential Technical Support issues filed, provided no commitment is made with respect to the specific resolution.

As part of Technical Support you receive:

- Access to support portal and knowledgebase documentation
- Phone support with product installation and use
- Analysis of and responses to bugs reported, including workarounds where feasible
- Bug fixes prioritized above those submitted by non-paying users
- Notification when reported bugs are fixed in a product update release
- Update announcements
- Access to product release download archives; including PGI archives

As part of Premier Support you receive the services above plus:

- Named Technical Contact at NVIDIA
- Regular summary & status of all outstanding support inquiries
- Conference calls with your designated NVIDIA technical contact
- Up to 4 training sessions/year (remote), each session lasting up to 4 consecutive hours

Chapter 1. General Service Terms

Technical Support services are either delivered directly by NVIDIA, or in certain jurisdictions certain services are available from and delivered by a NVIDIA agent all pursuant to these terms and conditions.

Services are non-transferable, non-assignable and your services are terminated when the licenses are transferred to another party.

The service subscription that you purchase shall be (a) for a Supported Software version that is supported by NVIDIA at the time of your purchase, and (b) for all of your licenses of a Supported Software. The service subscription plans will indicate the types of services (from the above) that are available for Supported Software. NVIDIA is not obligated to provide any services under this supplement for a Supported Software version after the end of support period to its licensees. NVIDIA is not obligated to initiate or renew any service subscription if such service subscription plan is no longer made available by NVIDIA.

If you elect not to renew certain service subscriptions 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 subscription and until commencement of the new service subscription, (b) fees for service term of the new service subscription, and (c) any applicable reinstatement fees in addition to fees under (a) and (b). Service subscription re-enrollment is subject to availability of the service subscription plans at the time of ordering and software version restriction.

Chapter 2. Registration

You are responsible for registering the entitlement certificate for HPC Compiler Support Services in order to receive these services, using the registration instructions within each package, email, or as otherwise directed by NVIDIA. NVIDIA IS NOT OBLIGATED TO PROVIDE THESE SERVICES IF YOU DO NOT COMPLETE REGISTRATION AS STATED HEREIN.

Chapter 3. Exclusions

These services apply only to unmodified HPC Compilers used in accordance with NVIDIA's intended use as specifically set forth in NVIDIA's published documentation. NVIDIA does not warrant uninterrupted or error-free operation of HPC Compilers. Further, these services do not cover:

(a) errors in your own or your licensors' products or software that are not due to Errors in the Supported Software;
(b) service necessary due to operator error, improper use of the Supported Software or attempted support by unauthorized persons;
(c) use of the Supported Software outside of the Agreement scope or that deviates from the operating procedures, indicated supported operating systems and any other specifications indicated in the documentation;
(d) modifications to the Supported Software made by you or on your behalf, or made by NVIDIA under a consulting agreement, or any modifications by any third-party without NVIDIA's authorization; or
(e) to the extent the provision thereof would violate NVIDIA's obligations to its third-party licensors and suppliers with respect to such third parties' intellectual property.

Further, services under this supplement do not include any update(s) or enhancement(s) to the Supported Software.

Chapter 4. Your Responsibilities

In order for NVIDIA to deliver services under this supplement, 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 the Supported Software;

(b) your failure to deploy a service deliverable or update the SOFTWARE to a newer version available to you as promptly as possible may render the applicable Supported Software non-operable or non-conforming to later documentation provided by NVIDIA;

(c) you shall further 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 shall (i) identify the correct version(s) of Supported Software, (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 service deliverables, access to a new product version does not change the number of authorized licenses you have for the Supported Software;

(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.

Chapter 5. Termination

NVIDIA shall be excused from performing any of its obligations hereunder up to termination to the extent any such non-performance is attributable to your failure to perform your obligations under these terms or to the extent due to reasons beyond NVIDIA's reasonable control. The expiration or termination of the associated license will result in termination of the associated services and no credit or refund will be provided for any service fees paid.

Chapter 6. Changes to the Service Terms

If NVIDIA makes changes to the service terms, then NVIDIA will present such revised terms and conditions to you by posting an updated version generally on the HPC SDK website page, through the services portal, in an email notification or through other reasonable means. The new service terms will apply to you, provided they apply to customers generally and do not single you out.

Chapter 7. 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. "*Error(s)*" means a reproducible defect, problem, logical error or bug in the Supported Software that constitutes a failure to comply substantially with the applicable documentation and is reported using standard NVIDIA procedures.
iii. "*Error Correction(s)*" means adapting, re-configuring, or reprogramming the Supported Software to correct the Error(s).
iv. "*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.
v. "*Supported Software*" means the Fortran (nvfortran), C++ (nvc++) and C (nvc) HPC Compilers provided as part of the HPC SDK installed on your premises that are under a current and valid license and for which you purchased service subscriptions and does not include any modifications made by you or a third party on your behalf, any modifications to the Supported Software made by NVIDIA pursuant to a consulting services agreement or any portion of the HPC SDK not developed by NVIDIA.
vi. "*Technical 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 Software, including basic instruction or assistance related to functional Errors in the Supported Software.
vii. "*Workarounds*" means procedures and routines, for use by you, which, when employed in the regular operation of, or access to, the Supported Software, will avoid or substantially diminish the practical adverse effects of the relevant Error.

(v. June 25, 2020)

Notices

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