

**NGC SUPPORT SERVICES FOR TESLA OR QUADRO OEM PRODUCTS**  
**TERMS AND CONDITIONS**  
(March 12, 2019 version)

NVIDIA Corporation or a designated subsidiary of NVIDIA Corporation (as applicable, "NVIDIA") agrees to provide the below described NVIDIA GPU Cloud ("NGC") support services for Supported Software (as described below) on Products (as described below) to the end user customer ("you") upon purchase from NVIDIA or a NVIDIA authorized reseller ("Reseller").

**SUPPORT SERVICES**

"Product" means an OEM system validated by NVIDIA pursuant to the NGC-Ready program, the latest list of validated systems found at <http://docs.nvidia.com/ngc/ngc-ready-systems/index.html#ngc-ready-systems-list>.

Under these terms and conditions, the term "Supported Software" means:

- ✓ NVIDIA drivers and NV-docker software in the Product; and
- ✓ The software listed at <http://docs.nvidia.com/ngc/ngc-ready-systems/index.html#ngc-ready-software-list>, as updated by NVIDIA from time to time, for use with the Product.

Under these terms and conditions, NVIDIA will provide the following support services ("Support Services") for the Supported Software during the applicable service term:

- ✓ Telephone support during local business hours and web-based technical assistance related to the installation, basic use and operation and troubleshooting functional errors in the Supported Software, and
- ✓ 24x7 online support portal with knowledgebase, troubleshooting information and for reporting issues and tracking issue resolution.

You may purchase Support Services at the time of purchase of the Product or after based on availability from your Product provider and software version restrictions. Support Services renewal is subject to availability of plan(s) at the time of ordering and software version restrictions. If you elect not to renew certain Support Services and later you desire to re-enroll, you may have to pay for the elapsed period or a reinstatement fee if applicable.

The initial Support Services will start from the date NVIDIA provides the service enablement information to you or a Reseller. In the case of renewals, Support Services will start on the date of expiration of the immediately prior service period.

The above Support Services are either delivered directly by NVIDIA pursuant to these terms and conditions, or in certain jurisdictions Support Services are available from and delivered by a NVIDIA authorized service provider. If you have an agreement with NVIDIA or a Reseller specifying that a third party will deliver to you one or more of the Support Services described above, then the corresponding terms described in these terms and conditions do not apply and you will receive such services pursuant to the terms of your agreement with the NVIDIA authorized service provider. NVIDIA and its authorized service providers will have access to your information (including in the online support portal) and will exchange information in order to fulfill and optimize the delivery of Support Services.

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

**REGISTRATION**

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

**EXCLUSIONS**

The Support Services do not cover:

- (a) except as expressly indicated above, any other firmware, software, materials, operating systems, applications, services or data installed in the Products or available from the NVIDIA GPU cloud,
- (b) any open source software within Supported Software, except that NVIDIA may try to assist you to initiate use of it and NVIDIA may provide you input with respect to known bug,
- (c) any portions of the Supported Software or customizations NVIDIA agreed to provide you under a consulting service agreement or otherwise not broadly available from the NVIDIA GPU cloud,
- (d) any modifications or derivatives made by others to the Supported Software or Product,
- (e) invalid software and hardware configurations,
- (f) your applications and data, or backing up and restoring them,
- (g) any hardware services,
- (h) system repair needed due to malware in the system, other than Support Services for the Supported Software,
- (i) pre-release Supported Software versions,
- (j) interoperability, compatibility or non-performance issues due to (i) products, software, or options not supported by NVIDIA; (ii) configurations not supported, provided or approved by NVIDIA; (iii) parts intended for one system installed in another system of different make or model; (iv) non-NVIDIA hardware; or (v) non-supported software or malware,
- (k) service necessary due to operator error, improper use of the Supported Software or attempted support by unauthorized persons,
- (l) use of the Supported Software outside of the scope of the applicable license agreement or documentation,
- (m) 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, or
- (n) unnecessary support in NVIDIA's assessment.

#### **REPORTING A SUPPORT SERVICE ISSUE**

If you experience a Support Service issue, please contact the NVIDIA Enterprise Support Team. Details on how to log issues and request Support Services via the dedicated support portal will be sent by email after registering for Support Services. You are responsible for keeping your email account updated to receive communications from NVIDIA.

#### **INFORMATION, ACCESS AND DESIGNATED PERSONNEL**

You agree to provide information, and/or access to resources as NVIDIA may reasonably require in order to deliver Support Services, including, without limitation, access via the Internet, direct connection or VPN connection to relevant servers, access to your facilities and the Product for requested on-site visits, and/or access to, and assistance of, your personnel who possess information required by NVIDIA for purposes of performing its obligations hereunder.

For example, as reasonably requested by NVIDIA you shall (i) identify the Product version(s) to which a potential Support Service issue relates, (ii) provide the documentation and assistance necessary to demonstrate and diagnose each potential Support Service issue, including providing necessary test cases that NVIDIA can reproduce, (iii) provide remote system access for NVIDIA to replicate potential errors, (iv) provide embedded diagnostic information associated with the Product and/or (v) designated service and engineering contacts for service issues. NVIDIA shall be excused from performing any of its obligations hereunder to the extent that any such non-performance is attributable to your failure to perform your responsibilities under this section.

#### **INTELLECTUAL PROPERTY RIGHTS**

No transfer of ownership of any intellectual property will occur under these terms and conditions. The NVIDIA GPU Cloud services and deliverables are subject to the terms of the NVIDIA GPU Cloud terms of use. 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 Support Services.

#### **YOUR SOFTWARE AND DATA**

You are responsible for the security and backup of your software and data at all times. You understand that it will be your responsibility to remove, as you deem appropriate, software and data prior to receiving Support Services for your Product(s). YOU ACKNOWLEDGE THAT AFTER RECEIVING SUPPORT SERVICES, THE PRODUCT MAY NOT BE CAPABLE OF BEING RESTORED TO ITS PRIOR CONDITION AND THAT SOFTWARE MAY BE AFFECTED. FURTHER, YOU UNDERSTAND THAT DATA THAT YOU CREATE OR CHANGE WHILE RECEIVING SUPPORT SERVICES MAY BE INCAPABLE OF BEING RESTORED OR RECOVERED. 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 THE PRODUCT.

#### **PERSONAL INFORMATION**

In order to obtain Support 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/>.

#### **DISCLAIMER OF WARRANTY**

NVIDIA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING FROM THESE SUPPORT SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO INFORMATION OR ADVICE GIVEN BY NVIDIA, A RESELLER OR ANY OTHER PARTY SHALL IN ANY WAY INCREASE THE SCOPE OF ANY SUPPORT SERVICES EXPRESSLY PROVIDED HEREIN.

#### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL NVIDIA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR ANY LOSS OF PROFITS, TECHNOLOGY, DATA, REVENUE, PRODUCTION OR USE, OR BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE SUPPORT SERVICES, OR THE USE OR PERFORMANCE OF ANY PRODUCT OR SOFTWARE, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NVIDIA DOES NOT WARRANT ANY SOFTWARE UNDER THESE TERMS AND CONDITIONS.

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 SUPPORT SERVICES UNDER THESE TERMS AND CONDITIONS, SHALL NOT EXCEED THE NET PRICE PAID BY YOU OR THE RESELLER TO NVIDIA (NET OF REBATES AND/OR OTHER CREDITS ISSUED TO YOU OR THE RESELLER) FOR THE AFFECTED SUPPORT SERVICES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM BREACH OF CONTRACT, WARRANTY, TORT, INDEMNITY, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE LOSS OR DAMAGE OR IF THE LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

YOU ACKNOWLEDGE THAT NVIDIA HAS SET ITS PRICES AND ENTERED INTO THESE TERMS AND CONDITIONS IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THESE TERMS AND CONDITIONS WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. 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 shall be governed in all respects by the laws of the United States and of the State of Delaware as those laws are applied to contracts entered into and performed entirely within Delaware by Delaware residents, without regard to the conflicts of laws principles thereof. You hereby agree to all terms of these Support Services in the English language. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. The state and/or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of these Support Service terms. The invalidity in whole or in part of any provision of these terms and conditions shall not affect the validity of any other provision thereof.

**CHANGES TO SUPPORT SERVICES TERMS AND CONDITIONS**

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

**CONTACT INFORMATION**

For additional information about these Support Services, please contact [enterpriseservices@nvidia.com](mailto:enterpriseservices@nvidia.com).