SERVICE-SPECIFIC TERMS FOR NVIDIA CLOUD FUNCTIONS

These Service-Specific Terms for NVIDIA Cloud Functions are an exhibit to the <u>NVIDIA Cloud Agreement</u> (the "Agreement") and are incorporated as an integral part of the Agreement.

- **SLA**. The SLA for NVIDIA Cloud Functions is available at https://www.nvidia.com/en-us/agreements/service-level-agreement/. level-agreement/nvidia-cloud-services-service-level-agreement/.
- **2 DPA.** NVIDIA will process Customer's User Content uploaded, stored or shared for NVIDIA Cloud Functions in accordance with the DPA.
- **3 ADDITIONAL AUTHORIZED USERS.** Persons may access certain parts of the Cloud Service to use a Customer Product. As between NVIDIA and Customer, Customer is responsible for supporting the use of Customer Products.
- 4 LICENSE SUBSCRIPTION TYPE. If Customer has purchased an NVIDIA DGX Cloud Subscription, Customer's access to NVIDIA Cloud Functions is included in Customer's DGX Cloud Subscription. If Customer does not have an NVIDIA DGX Cloud Subscription, Customer may purchase an NVIDIA Cloud Functions Subscription directly from NVIDIA or indirectly from a distributor. Customer must prepurchase NVIDIA credits, which are nonrefundable, nontransferable and may be subject to expiration. Customer may use NVIDIA Cloud Functions against those credits at the variable rates provided by NVIDIA.
- **CLIENT SOFTWARE.** NVIDIA may provide software to Customer as part of this Cloud Service for use on Customer's systems. Such software is only for installation and use with this Cloud Service according to the terms of the Agreement.

6 GENERATED CONTENT.

- 6.1 <u>Generated Content</u>. NVIDIA Cloud Functions Control Plane, a feature of NVIDIA Cloud Functions, enables Customer to make selections from NVIDIA provided configuration options, including regarding model, capacity and function type. NVIDIA Cloud Functions Control Plane will process those selections and make available to Customer results consisting of a function based on Customer's selections that Customer may run via an NVIDIA API to orchestrate Customer's workload on compute provided by NVIDIA, a cloud service provider, or by Customer ("<u>Generated Content</u>").
- 6.2 <u>Security of Generated Content</u>. Customer agrees to keep the Generated Content secure at all times and not share, expose, or disclose it to anyone other than Authorized Users. Customer is responsible for all activities that occur using the Generated Content.

7 DATA COLLECTION.

- 7.1 <u>Collection Purposes</u>. Section 11.1 of the Agreement is replaced with the following: Customer hereby acknowledges that NVIDIA collects the following data for the following purposes: (i) configuration and operating system data to properly configure and optimize systems for use with NVIDIA Cloud Functions; (ii) workload metrics (e.g., function executions, number of executions, GPU run time) to operate (including for invoicing purposes if applicable) and improve NVIDIA Cloud Functions and related products and services; and (iii) error logs and execution logs relating to customer workloads and the control plane for NVIDIA Cloud Functions for tracing and troubleshooting purposes (logs may be deleted at Customer's election at any time). The foregoing information is associated with Customer's enterprise account.
- 7.2 <u>Personal Information</u>. Section 11.2 of the Agreement is replaced with the following: NVIDIA will require certain personal information such as name and/or email address, or entitlement information to deliver or provide NVIDIA Cloud Functions to Customer and its Authorized Users.

(v June 30, 2025)