SERVICE-SPECIFIC TERMS FOR NVIDIA BREV

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

1. **DPA**. Except for the Pre-Release Service option described in Section 7 below, NVIDIA will process Customer's User Content uploaded for NVIDIA Brev in accordance with the DPA.
2. **NVIDIA'S USE OF USER CONTENT**. User Content will be used solely to provide Customer with NVIDIA Brev and will not be retained by NVIDIA.
3. **NO SLA OR ENTERPRISE SUPPORT**. The SLA does not apply to, and Enterprise Support is not offered for, NVIDIA Brev.
4. **ORDERING**. To use NVIDIA Brev, Customer must prepurchase NVIDIA credits, which are nonrefundable, nontransferable and may be subject to expiration. Customer may use NVIDIA Brev against those credits at the variable rates posted at https://brev.dev/pricing. Customer may choose to set up NVIDIA credit autorenewal by linking a payment method to Customer's account and setting an NVIDIA credit purchase amount that will automatically be purchased when Customer's NVIDIA credit balance is below a specified amount.
5. **ADDITIONAL DISCLAIMER**. NVIDIA may recommend to Customer certain specific aspects of the NVIDIA Brev Service (e.g., specific GPUs) based on information that Customer provides. Customer is solely responsible for choosing the specific NVIDIA Brev features that are best suited to Customer's needs. NVIDIA will not be responsible for Customer's selections.
6. **DATA COLLECTION**.

   6.1. Additional Collection Purposes. 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 Brev; (ii) workload metrics (e.g., function executions, number of executions, GPU run time) to operate (including for invoicing purposes if applicable) and improve NVIDIA Brev and related products and services; and (iii) error logs and execution logs relating to customer workloads and the control plane for NVIDIA Brev 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.

   6.2. Personal Information. Section 11.2 of the Agreement is replaced with the following:

   NVIDIA will require certain personal information, including name, email address and phone number, or other entitlement information to provide NVIDIA Brev to Customer and its Authorized Users. NVIDIA will share such personal information with its third-party cloud service providers and aggregators that provide the compute infrastructure for Customer's chosen deployment so they may communicate with Customer about Customer's deployment. Such personal information will include Customer name, email address, organization name, and type and duration of NVIDIA Brev Service used.

   6.3. Privacy Requests. Section 11.6 of the Agreement is replaced with the following:

   Customer can contact brev-support@nvidia.com to manage Customer's NVIDIA Brev privacy requests.

7. **PRE-RELEASE OPTION.** Customer may choose NVIDIA Brev's Pre-Release option if Customer will not upload, store or share any User Content that is or includes confidential information, controlled or sensitive data, including personal data, protected health information, or payment card industry information, or other information that is regulated or requires enhanced security or special treatment. If Customer chooses the Pre-Release Option, Customer (a) agrees that Customer will not upload, store or share any User Content that includes such information, and (b) understands the Pre-Release Option has reduced security standards relative to other NVIDIA Brev options and features. The NVIDIA Pre-Release option is subject to the terms of the NVIDIA Cloud Agreement governing features and Cloud Offerings designated as Pre-Release.