

Service-Specific Terms for the NVIDIA Graphics Delivery Network (NVIDIA GDN)

These Service-Specific Terms for NVIDIA Graphics Delivery Network (“NVIDIA GDN” or “Service”) are an exhibit to the NVIDIA Cloud Agreement at <https://www.nvidia.com/en-us/agreements/cloud-services/nvidia-cloud-agreement/> (the “Agreement”) and are incorporated as an integral part of the Agreement. Capitalized terms not defined in these Service-Specific Terms have the meanings assigned to them in the Agreement or the DPA, as applicable.

1. **DPA.** NVIDIA will process Customer’s User Content uploaded, stored, or shared for NVIDIA GDN in accordance with the DPA.
2. **NO ENTERPRISE SUPPORT.** Enterprise support is not included with GDN, although NVIDIA may provide limited, discretionary technical assistance.
3. **RESIDUALS.** Customer agrees that NVIDIA is unrestricted in its use of Residuals and will have no obligation to pay royalties for any use of Residuals. "Residuals" means information retained in the unaided memory of an individual who has had access to Customer’s Confidential Information or User Content.
4. **PUBLICITY.** Neither party will issue public announcements about this Agreement or the status or existence of the Parties’ activities under this Agreement without prior written approval of the other party. NVIDIA reserves the right to use Customer’s logo for internal business purposes.
5. **RESERVATIONS.** Reservation terms and procedures are available within the NVIDIA GDN billing portal.
6. **SLA.** NVIDIA GDN Service Specific SLA terms are available within the NVIDIA GDN billing portal. The NVIDIA GDN Service Specific SLA terms posted in the billing portal are incorporated into the Agreement and apply during Customer’s Subscription term.
7. **GDN Credits.**
 - 7.1 Customer’s use of NVIDIA GDN or Application onboarding is not available until NVIDIA has received payment from the Customer or reseller/distributor.
 - 7.2 To use NVIDIA GDN, Customer must prepurchase NVIDIA GDN credits, which are non-cancelable, nonrefundable, nontransferable and is subject to expiration. Customer may use NVIDIA GDN against those credits at the variable rates posted within the GDN billing portal. Customer may choose to set up NVIDIA GDN credit autorenewal by linking a payment method to Customer’s account and setting an NVIDIA GDN credit purchase amount that will automatically be purchased when Customer’s NVIDIA GDN credit balance is below an amount specified by Customer.

7.3 NVIDIA GDN credits will expire twelve (12) months after date of purchase. Customer may extend the expiration date of their existing credits balance by topping up their account, meaning Customer's total credit balance at any time is valid for twelve (12) months from the date of last purchase. For clarity, this validity period is considered the term of the Customer's Subscription. If Customer has no remaining credits and no active reservations, Customer's Subscription is considered to be expired for purposes of the Agreement's termination and survival provisions.

8. GENERATED CONTENT.

8.1 Restricted Uses.

a) Customer may not use the Service to create, upload, or distribute Content that depicts or is intended to depict an identifiable real person (including public figures), unless Customer has all rights, consents, and permissions required under applicable law and the Content is not harmful, misleading, or deceptive as described above, which includes (but is not limited to) "deepfakes".

b) Customer may not use the Service or any Generated Content in connection with activities where errors or omissions could reasonably be expected to result in death, injury, significant financial loss, or other similar significant adverse consequences for any third party. For purposes of these Service -Specific Terms, "Generated Content" means Content generated by the Service based on Customer's prompts or inputs, and is distinct from the Customer's User Content. You agree to indemnify, defend, and hold NVIDIA harmless from and against any claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Service or Generated Content in violation of this Section 8.

8.2 Enforcement. NVIDIA may block content, throttle, suspend, or terminate access for violations of Section 8.1. NVIDIA may request evidence of consent and compliance artifacts.

8.3 Security of Generated Content. 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.

9. AUTHORIZED USERS. Section 1.2 of the Agreement is deleted and replaced in its entirety with the following:

1.2 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. Customer is solely responsible for any end-user terms, conditions, or agreements governing the use of Customer Products by such Authorized Users, and for compliance with all applicable laws and regulations with respect to such use, including any consumer protection or data privacy obligations. Authorized Users' use of applications shall be subject to terms directly between Customer and Authorized User. Any act or omission that if

committed by Customer would constitute a breach of the Agreement will be deemed to constitute a breach of the Agreement if committed by Customer's Authorized Users.

10. ORDERING, FEES AND TAXES. Section 7 of the Agreement is deleted and replaced in its entirety with the following:

7.1 Ordering.

7.1.1 Purchases Through an Authorized Reseller. Customer may purchase Cloud Offerings through an NVIDIA authorized reseller, as available. Applicable fees, taxes and other terms will be between the Customer and the authorized reseller.

7.1.2 Direct Purchase from NVIDIA. Direct purchase from NVIDIA is permitted only (1) through the GDN billing portal, or (2) with a non-cancellable, non-refundable ("NCNR") purchase order to NVIDIA, if expressly authorized by NVIDIA. The purchase order must be placed in accordance with NVIDIA's then-current order procedures and is subject to acceptance and acknowledgment by NVIDIA. Any additional terms or conditions on the Customer's purchase order that are additional or different will have no force or effect and be superseded by the terms of this Agreement, regardless of whether NVIDIA accepts such purchase order. All purchase orders must specify the ordered quantities, prices, Part Numbers, term, and requested enablement date (as applicable), and must meet any other requirements that NVIDIA may specify from time to time.

7.2 Fees and Taxes for Direct Purchases.

7.2.1 Fees for Cloud Offerings. Fees are set forth in the GDN billing portal and are payable pursuant to the terms of this Agreement and any additional terms in the GDN billing portal (if any). Unless otherwise expressly indicated, fees are expressed in U.S. Dollars.

7.2.2 Taxes. If Customer is not billed the applicable tax in the GDN billing portal, then it is Customer's responsibility to properly remit all applicable taxes (including Sales Tax/VAT/GST) directly to the applicable tax jurisdictions. Customer acknowledges that the payments to NVIDIA under the Agreement will be made in full without reduction for withholding taxes, if applicable.

7.3 Overdue Payment. If any payment is overdue from Customer or an authorized reseller, NVIDIA reserves the right to suspend Cloud Offerings, in addition to any other remedies it may have, until the payment delinquency is corrected. If the payment delinquency is not cured within the cure period stated in Section 10.2 for payment obligations, NVIDIA may terminate the Cloud Offerings. Customer's payment obligations survive any expiration or termination of the Agreement.

7.4 Price Changes. Any price change will only apply to purchases after the price change.

11. DATA COLLECTION. Section 11.1 of the Agreement is deleted and replaced in its entirety with the following:

11.1 Collection Purposes. Customer hereby acknowledges that NVIDIA collects the following data for the following purpose: (i) configuration and operating system data to properly configure and optimize systems for use with NVIDIA GDN; (ii) workload metrics (e.g., function executions, number of executions, GPU run time) to operate (including for invoicing purposes if applicable) and improve NVIDIA GDN and related products and services; and (iii) error logs and execution logs relating to customer workloads and the control plane for NVIDIA GDN 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.

(v. February 18, 2026)