

Service Specific Terms for NVIDIA Run:ai Control Plane Service

These Service-Specific Terms for the NVIDIA Run:ai Control Plane Service are an exhibit to the [NVIDIA Cloud Agreement](#) (the “Agreement”) and are incorporated as an integral part of the Agreement.

1. **SLA.** The SLA for NVIDIA Run:ai Control Plane Service is available at <https://www.nvidia.com/en-us/agreements/service-level-agreement/nvidia-cloud-services-service-level-agreement/>.
2. **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.
3. **SUBSCRIPTION TYPE.** NVIDIA Run:ai Control Plan Service requires payment of Subscription fees and is provided on a Subscription per GPU basis, unless otherwise agreed by the parties.
4. **USE OF RUN:ai SOFTWARE:** Authorized Users may only use the Run:ai Cluster Engine Software with the NVIDIA Run:ai Control Plane Service during Customer’s Subscription and according to the terms of the [NVIDIA Software License Agreement](#) and [Product-Specific Terms for NVIDIA AI Products](#), excluding Section 1.4 of the NVIDIA Software License Agreement (“License Types”).
5. **EFFECT OF TERMINATION.** In connection with the use of the NVIDIA Run:ai Control Plane Service, in addition to Customer being able to delete Customer’s User Content, if Customer requests NVIDIA via an Enterprise Support ticket to delete Customer’s content, Customer’s content will be permanently deleted.
6. **DATA COLLECTION.**

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

Collection Purposes. Customer hereby acknowledges that NVIDIA Run:ai Control Plane Service will collect the following data for the following purposes: (i) configuration and operating system data to properly configure and optimize systems for use with the Cloud Service; (ii) metrics, logs, settings, configurations, installed applications and drivers used with the Cloud Service, application settings, performance and usage data of the Cloud Service to operate and improve the Cloud Service, and (iii) error logs relating to the Cloud Service for diagnostics and troubleshooting purposes. Customer acknowledges that NVIDIA may not be able to offer certain support services without such data.

6.2. Section 11.2 of the Agreement is deleted and replaced in its entirety with the following:

Personal Information. NVIDIA will require certain entitlement information such as name and/or email address to give Customer access to NVIDIA Run:ai Control Plane Service and to provide Enterprise Support.

7. **SECURITY MEASURES.** The parties recognize that no technology is absolutely secure. Customer will disclose information as needed to ensure that appropriate administrative, physical and technical security measures are used for the NVIDIA Run:ai Control Plane Service consistent with standard industry practice and any applicable laws and regulations. NVIDIA or its personnel may scan User Content for critical bugs and errors and security bugs and errors, or have a subcontractor perform such scan. If NVIDIA identifies any findings that require additional engineering activities or mitigations, NVIDIA will disclose those findings and requirements to Customer. If Customer is aware or made aware of any actual or potential security vulnerability or incident regarding User Content, including that the User Content violates Section 2.1 of the Cloud Agreement, Customer will promptly notify NVIDIA and work in good faith to remediate.

(v May 6, 2025)