

## NVIDIA ENTERPRISE SUPPORT POLICY

The terms in this enterprise support policy (“Enterprise Support Policy”) describe the support services that you, whether an individual or entity (“you”), may obtain directly from NVIDIA for certain NVIDIA Enterprise Software and Cloud Service under the terms of your NVIDIA license or cloud agreement and this Enterprise Support Policy. Key terms are defined in Section 9 and any capitalized terms used but not defined below have the meaning assigned to them in the applicable NVIDIA license or cloud agreement.

This Enterprise Support Policy is incorporated as an integral part of your license or cloud agreement.

### 1. **Services Overview.**

1.1 Enterprise Products. If your order indicates that NVIDIA will directly provide Enterprise Support for your Enterprise Products, then subject to payment of applicable fees, NVIDIA agrees to provide the ordered Enterprise Support for the Enterprise Products during the applicable Service Term.

1.2 Cloud Service. If your order indicates that NVIDIA will directly provide Enterprise Support for your Cloud Service, then subject to payment of applicable fees, NVIDIA agrees to provide the ordered Enterprise Support for the Cloud Service during the applicable Service Term.

### 2. **Enterprise Support Services.**

2.1 Enterprise Support Services Offered. NVIDIA will make available to you Enterprise Support for the Supported Product during the Service Term.

2.2 Scope. Enterprise Support includes:

2.2.1 Making technical support available to your designated users via a dedicated support portal. You may identify in writing to NVIDIA your designated users for the purpose of obtaining Enterprise Support. NVIDIA will provide Enterprise Support to the designated users only via a dedicated support portal.

2.2.2 Using commercially reasonable efforts to analyze, investigate, and diagnose each potential submitted technical support issue to determine if it qualifies for service.

2.2.3 Issuing a response to all potential technical support issues filed, provided no commitment is made about the specific resolution. Resolution may be achieved with hardware or software, Error Corrections, or Workarounds, other mitigations as determined by NVIDIA, or NVIDIA’s decision to close an open issue.

2.2.4 Communicating with you until each issue that qualifies for support is resolved.

2.3 Submitting Enterprise Support Requests. You can submit a support request by:

2.3.1 Filing a case online via the NVIDIA Support Portal: <https://nvid.nvidia.com/>.

2.3.2 Calling NVIDIA Enterprise Support. For global phone numbers please see: <https://www.nvidia.com/en-us/support/enterprise/>.

2.4 Support Levels. Enterprise Support is offered in two support levels: Business Standard and Business Critical. Support issues of all severity levels are routed via a support priority queue.

#### 2.4.1 Business Standard Support includes:

- Portal Access. Access to a 24x7 online support portal with a tracking tool for bug reporting and issue resolution, knowledge base materials and troubleshooting information.
- Phone Assistance. Access to call center telephone assistance for support service requests during local business hours.
- Technical Support. Access to telephone technical assistance between 8 AM - 5 PM during NVIDIA's working business days and consistent with local time zone for support service troubleshooting ("Business Hours").

#### 2.4.2 Business Critical Support includes: The Business Standard Support described in Section 2.4.1 above and:

- For severity one ("S1") and severity two ("S2") issues, NVIDIA will provide 24x7x365 remote technical support assistance.
- Access to telephone technical assistance between 8 AM - 5 PM during NVIDIA Business Hours for severity three ("S3") and severity 4 ("S4") issues.
- Access to accelerated response times based on the severity level, compared to Business Standard Support.

### 3. Severity Levels.

#### 3.1 Severity Level Definitions. The severity definitions table below describes the severity level categories.

Severity Level	Description
<b>S1: Catastrophic</b>	<ul style="list-style-type: none"><li>• The situation has halted your business.</li><li>• The Supported Products, or critical functions, are unavailable or unusable and no workarounds exist.</li></ul>
<b>S2: Severe</b>	<ul style="list-style-type: none"><li>• The Supported Products, or important functions, are not working as expected, and no procedural workaround exists.</li></ul>
<b>S3: Moderate</b>	<ul style="list-style-type: none"><li>• Non-critical issues that are intermittent or that you or NVIDIA can address using workarounds, but your use of the Supported Products continues to function.</li></ul>
<b>S4: Minor</b>	<ul style="list-style-type: none"><li>• Cosmetic or other minor issues with the Supported Products that do not cause any significant detrimental effects.</li><li>• Incremental feature requests.</li></ul>

### 4. Support Levels.

4.1 Support Level Timelines. NVIDIA aims to respond to Enterprise Support requests per the target timelines indicated below; however, response times may vary.

Service Component	Support Levels	
	Business Standard	Business Critical (for select offerings)
Technical Support Access	Local Business Hours	24x7
Severity 1 Initial Response Times	4 Business Hours	1 Hour
Severity 2 Initial Response Times	4 Business Hours	2 Hours
Severity 3 Initial Response Times	1 Business Day	4 Business Hours
Severity 4 Initial Response Times	2 Business Days	1 Business Day
Access to Customer Portal	24x7	24x7
Web	24x7	24x7
Phone	Local Business Hours	24x7
Product Coverage	Supported Products	Supported Products

## 5. Reinstatement; Requirements and Availability.

5.1 Reinstatement. If you elect not to renew Enterprise Support for Supported Products and later wish to re-enroll, you must pay for the Enterprise Support being reinstated at the then-current rates: (a) fees for the period between the last expiration of the Enterprise Support and until commencement of the new Enterprise Support, (b) fees for the new Enterprise Support, and (c) any applicable reinstatement fees in addition to fees under (a) and (b). Enterprise Support re-enrollment is subject to availability at the time of ordering and software version restrictions.

5.2 Requirements and Availability. When you submit an order for Enterprise Support, you will (a) purchase Enterprise Support for Supported Products only for the most current generally available version of Supported Products, and (b) purchase Enterprise Support as needed for all of your licenses of the applicable Supported Products requiring Enterprise Support. NVIDIA is not obligated to provide Enterprise Support under this Enterprise Support Policy for a version of Supported Products after the end of the Service Term. NVIDIA is not obligated to initiate or renew Enterprise Support if Enterprise Support is no longer made available by NVIDIA.

## 6. Exclusions.

6.1 Exclusions. NVIDIA does not provide services under this Enterprise Support Policy related to:

6.1.1 Errors in your products that are not due to Errors in the Supported Product.

6.1.2 Service necessary due to unauthorized access.

6.1.3 Use of Supported Products outside of the Agreement scope.

6.1.4 Use of Supported Products that deviates from the operating procedures, indicated supported operating systems and any other specifications indicated in the documentation.

6.2 Discretionary Support. NVIDIA will as part of Enterprise Support attempt to support, but is not obligated to support: (a) Supported Products on platforms other than Certified Platforms, (b) modifications to Supported Products made by you or other parties on your behalf if a reported issue cannot be replicated without the modification, or (c) issues with components not owned by NVIDIA and included in Supported Products where a software update may be required.

## **7. Your Responsibilities.**

7.1 Required Responsibilities. In order for NVIDIA to deliver Enterprise Support under this Enterprise Support Policy, you agree that:

7.1.1 You are responsible for procuring, installing and maintaining all equipment and obtaining all consents for other software and other hardware necessary to operate Supported Products.

7.1.2 You will provide through designated users the information or access to your resources and personnel as NVIDIA may reasonably require for providing services. As examples, as reasonably requested you will (a) identify the correct version(s) of Supported Products, (b) provide the documentation and assistance necessary to demonstrate and diagnose each potential technical support issue, including providing necessary test cases that NVIDIA can reproduce on a Certified Platform, (c) provide remote system access (upon mutual agreement) for NVIDIA to replicate potential Errors, and (d) provide embedded diagnostic information.

7.1.3 You will appoint as designated users only those of your employees who have reasonably appropriate technical backgrounds and skills. You will appoint, at NVIDIA's request, designated service and engineering contacts for Enterprise Support issue escalations.

7.2 Required Cooperation. NVIDIA is excused from performing any of its obligations in this Enterprise Support Policy to the extent NVIDIA's non-performance is attributable to your failure to perform your responsibilities.

## **8. Backline Support Services.**

8.1 Backline Support Services. If you distribute Enterprise Products to Customer End Users, NVIDIA will make available to you Backline Support for the Supported Product during the Service Term if and only if you have established that the Supported Product may be responsible, or contribute to, technical issues. Backline Support will be governed by the Support Levels (Section 2.4), Severity Levels (Section 3), and Support Levels (Section 4). Backline Support is personal to you, non-transferrable, and is not offered by NVIDIA directly to Customer End Users. You may use Backline Support to assist your Customer End Users.

8.2 Submitting a Backline Support Request. If you isolate an issue as being specific to a Supported Product, you may submit a support request as outlined in Section 2.3 of the Enterprise Support Policy.

8.2.1 Severity Level Adjustment. You and NVIDIA may, by mutual agreement, adjust the severity level (raise or lower), pursuant to submitting an Enterprise Support request.

8.3 Your Frontline Support Responsibilities. As a condition of receiving NVIDIA Backline Support, you must comply with the following requirements:

8.3.1 You will support all Customer End User support issues, including intake, triage, debug, and resolution.

8.3.2 You will make good faith and commercially reasonable efforts to resolve technical issues.

8.3.3 When communicating with NVIDIA regarding a potential issue with the Supported Product, you will be solely responsible for your contractual relationship with each Customer End User, including any of your support level obligations, and will be solely responsible for all communications with each Customer End User.

8.3.4 You will submit a request to NVIDIA for Backline Support, which will include submission of the following: (a) your log and triage data collection, (b) your initial triage efforts and analysis (including identifying the potential Errors regarding the Software module(s), and (c) verification and documentation of your reproduction of any Customer End User issue (if possible). Your request will not include any information relating to an identified or identifiable natural person (“Personal Data”) about or from any Customer End User.

8.3.5 You will have technical support staff that is trained on the Supported Products embedded in the Customer Product.

8.3.6 You must have a mechanism to escalate internally through your technical support before submitting a Backline Support request to NVIDIA. You will also ensure that engineering support is able to root cause the problem, including identifying the Error if it relates to the Supported Product.

8.4 NVIDIA Backline Support Responsibilities.

8.4.1 NVIDIA will use commercially reasonable efforts to investigate, analyze, and diagnose each potential technical support issue to determine if it qualifies for service.

8.4.2 After NVIDIA verifies that your Backline Enterprise Support request relates to an Error in the Supported Products, NVIDIA will respond to your request with a resolution, which may be achieved with hardware or software, Error Corrections, or Workarounds, other mitigations as determined by NVIDIA, or NVIDIA’s decision to close an open issue. NVIDIA may require you to participate in a joint technical debugging session with Frontline Support and the Customer End User.

## 9. Definitions.

9.1 “Backline Support” means the use of telephone or web-based technical assistance to your Frontline Support to support questions or technical issues raised, related to the (a) installation of the Supported Products, or (b) use and operation of the Supported Products, including basic instruction or assistance related to functional Errors in the Supported Product.

9.2 “Certified Platform” means Supported OS platforms, corresponding hardware platforms, cloud instance types, third-party software and configuration details appearing on a list maintained by NVIDIA and made available to you, or as otherwise approved by NVIDIA.

9.3 “Cloud Service” means supported NVIDIA Cloud Offerings, such as platform-as-a-service, APIs and materials (such as NVIDIA DGX Cloud and NVIDIA Omniverse Cloud), all of which as available for cloud access.

9.4 “Enterprise Support” means the provision of telephone or web-based technical assistance to questions from designated users related to the (a) installation of Enterprise Software, or (b) use and operation of the Supported Products, including basic instruction or assistance related to functional Errors in the Supported Product.

9.5 “Error(s)” means a reproducible defect, problem, logical error or bug in the Supported Product that constitutes a failure to substantially comply with the applicable documentation and is reported using standard NVIDIA procedures.

9.6 “Error Correction(s)” means adapting, re-configuring, or reprogramming the Supported Product to correct the Error(s).

9.7 “Frontline Support” means your employees and contractors who are trained by NVIDIA and are responsible for responding to Customer End User’s operational and technical issues related to Customer Product, which includes Enterprise Products.

9.8 “Service Term” means the subscription or service term for the ordered Enterprise Support for the applicable Enterprise Software or Cloud Service.

9.9 “Supported OS” means the supported operating system(s) listed in conjunction with a particular Certified System on the list maintained by NVIDIA and made available to you.

9.10 “Supported Products” means the NVIDIA Enterprise Product or Cloud Service, as applicable, under an active NVIDIA license or subscription inclusive of applicable Enterprise Support.

9.11 “Workarounds” means procedures and routines, for use by you, which, when employed in the regular operation of, or access to, the Supported Product, will avoid or substantially diminish the practical adverse effects of the relevant Error.

(v. May 5, 2025)