

NVIDIA TRAINING SERVICES TERMS AND CONDITIONS

These training terms and conditions (“Terms”) govern NVIDIA Corporation’s (“NVIDIA”) delivery of training services as described below (“Training”) to enrolled participants. Please read these Terms carefully.

THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRE, WITH ONLY SPECIFIED EXCEPTIONS SET FORTH HEREIN OR UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS HEREIN, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTIONS OR PROCEEDINGS.

These Terms between you and NVIDIA can be accepted only by an adult of legal age of majority in the country in which Training is used. If you are under the legal age of majority, you must ask your parent or legal guardian to consent to these Terms. If you are not old enough to enter into these Terms or if you don’t accept all the Terms below, do not enroll or participate in Training.

1. TRAINING SERVICES

1.1 Overview.

These Terms apply to Training, which may be offered free of charge or may be subject to a fee as indicated by NVIDIA. Additional terms applicable to a specific Training and any promotions will be provided at enrollment, in the shopping cart or in other communications made available to you. Training availability is limited, including in terms of locations for in-person sessions and languages. NVIDIA, at its absolute discretion, will determine your eligibility for a Training promotion for Training subject to a fee, and whether Trainings and promotions can or cannot be combined. Standard charges will apply for Training subject to a fee after a promotion ends or if you exceed or violate the terms of a promotion. Instructor-Led Training will be provided by NVIDIA personnel or by a NVIDIA certified instructor, in NVIDIA’s discretion. Not all Training options are instructor led.

1.2 Code Definition.

As used in these Terms, “Code” means a string of alphanumeric characters that can be used to access, register, or enroll for Training.

1.3 Public Instructor-Led Training.

NVIDIA offers and sells individual seats for remote or in-person Public Instructor-Led Training. Check the details of your offering and purchases to confirm whether your Training is remote or in-person. If you have a seat, you can join the Public Instructor-Led Training, scheduled at the location, date and time assigned by NVIDIA.

1.4 Self-Paced Online Training.

NVIDIA offers and sells access to Self-Paced Online Training. If you have access to Self-Paced Online Training, you can take the online Training course on your own at a time of your choice.

1.5 Private Instructor-Led Training.

NVIDIA offers and sells Private Instructor-Led Training. Once confirmation of payment is received, Private Instructor-Led Training will be scheduled at a mutually acceptable date, time, and location (if in-person). If re-scheduling instructor-led Training is requested by either party, the parties will cooperate to timely select a new date and location subject to availability.

2. GENERAL TRAINING TERMS

2.1 Delivery. Training is either delivered directly by NVIDIA or by a NVIDIA authorized service provider. NVIDIA and its authorized service providers will have access to participant information and will exchange information in order to fulfill and

optimize the delivery of services. Training is only available in limited geographical locations, as updated by NVIDIA from time to time in its sole discretion.

2.2 Training Content. Training content provided by NVIDIA will be available online to the participants of a Training for a minimum of six (6) months and may be terminated after twelve (12) months from the enrollment date of Training subject to the terms of use. Online availability does not include any cloud based interactive exercises.

2.3 Learning Credits. You may be able to pre-purchase Training learning credits ("Learning Credits"), to be redeemed later for select Training courses, subject to the rules set forth in these Terms, as updated from time to time. Learning Credits must be redeemed within twelve (12) months of purchase. Learning Credits are available in the limited geographies where sold, as updated from time to time. A Learning Credit is not a credit or debit card, is not reloadable, and is not redeemable for cash unless required by law. Safeguard the Learning Credits; they will not be replaced if lost, stolen or used without authorization. Once purchased Learning Credits are not refundable, non-transferable, and will expire without notice if not redeemed within twelve (12) months as described in this paragraph. When you obtain a Training course using Learning Credits, any other offers or promotions that may be available from NVIDIA for the same Training may not be applied.

3. PAYMENT TERMS

3.1 Method of Purchase. Training purchased direct from NVIDIA or from a NVIDIA authorized reseller is non-transferable and non-assignable. If the Training selected is purchased through NVIDIA or NVIDIA's service provider acting as merchant of record, then NVIDIA (directly or through its third-party payment processors and other service providers that NVIDIA may select or change at its discretion without notice) or NVIDIA's service provider acting as merchant of record (that NVIDIA may select or change at its discretion without notice) will bill the then-current Training fee, if any, for the Training selected to a valid and accepted method of payment you provide when required to participate in a Training ("Payment Method").

3.2 Billing. Training and Learning Credits are billed at the time of purchase. As used in these Terms, "billing" means a charge, debit or other payment clearance against the Payment Method provided.

3.3 Taxes: Except for locations where VAT is included in the Training price, prices are exclusive of applicable transaction taxes (Including Sales/Use Tax, VAT, GST), duties or other similar charges. Applicable taxes may be added at the time of purchase.

3.4 Charge Authorization. By enrolling in Training and authorizing a Payment Method, you authorize NVIDIA (and its third-party payment processors and other service providers that NVIDIA may select or change at its discretion) or NVIDIA's service provider acting as merchant of record, to charge the corresponding fee at the then-current price, and any other charges you may incur in connection with your Training enrollment, such as taxes or possible transaction fees, to your Payment Method in one or more charges.

NVIDIA may ask you to supply additional information relevant to your transaction, including your credit card number, the expiration date of your credit card, card verification codes, and your email, phone number, and postal addresses for billing and notification purposes (such information, "Payment Information"). By providing NVIDIA with your Payment Information, you agree that NVIDIA (and NVIDIA's payment processors and other service providers that NVIDIA may select or change at its discretion without notice) are authorized to charge your Payment Method for all fees and charges due and payable to NVIDIA hereunder and that no additional notice or consent is required. You represent and warrant that you have the legal right to use all Payment Method(s) represented by any such Payment Information. When you initiate a transaction, you authorize NVIDIA to provide your Payment Information to third parties (including Stripe and any other third-party payment processors and service providers that NVIDIA may select or change at its discretion without notice) so NVIDIA can complete your transaction and charge your Payment Method for the type of transaction you have selected (plus any applicable taxes and any other charges that your bank or other financial service provider may levy on you). You may need to provide additional information to verify your identity before completing your transaction (such information is included within the definition of Payment Information). By initiating a transaction, you agree to the pricing, payment, and billing policies applicable to such

fees and charges, as posted or otherwise communicated to you. All payments for transactions are non-refundable and non-transferable except as expressly provided in these Terms.

NVIDIA may authorize your Payment Method in anticipation of certain Training-related charges. NVIDIA may authorize billing to your Payment Method through various methods, including authorizing it for the amount of the fee of the applicable Training as soon as you register for an account or enroll in the first Training (including any Training that is free of charge). In some instances, your available balance or credit limit may be reduced to reflect the authorization during a free use period.

3.5 Payment Processors. NVIDIA may use third parties such as Stripe as its payment processing service providers. By enrolling in Training and providing your Payment Information, you agree to be bound by the terms of use and privacy policies of these third-party payment processing service providers used to facilitate your transaction. NVIDIA may change its third-party payment processing service providers at any time without notice to you.

3.6 Merchant of Record. NVIDIA may use third parties such as CVENT as NVIDIA's service providers acting as merchant of record. All transactions with a third party merchant of record are subject to their applicable terms of sale and privacy policies (including, as applicable, CVENT's [terms of sale](#) and [privacy policy](#)). NVIDIA expressly disclaims any liability for any transactions by any such third party merchants of record, and you agree that your sole remedy regarding such transactions (including Training charges and bank-related charges) is from or through the applicable third party merchant of record. If your transaction with a third party merchant of record is not successful then your purchase will not be fulfilled by NVIDIA, and NVIDIA may promptly terminate the use of a Training.

3.7 Payment Method. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize NVIDIA (and NVIDIA's payment processors and other service providers that NVIDIA may select or change at its discretion without notice) or the third party merchant of record to continue billing the Payment Method, as it may be updated. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details. Payment is required prior to all Trainings that are subject to a fee. You will not be allowed to attend or access a Training that is subject to a fee if any required payment has not been received in full. If your payment is not successfully settled or if you dispute any charge to your Payment Method, NVIDIA may immediately suspend or terminate the use of a Training.

4. CANCELLATIONS; REFUNDS; TERMINATION OF TRAININGS

4.1 Non-Cancellable Training. Public Instructor-Led Training, Self-Paced Online Training, Private Instructor-Led Training, and Learning Credit purchased for immediate or future Training redemption once purchased are not cancellable and not refundable.

4.2 Cancellable Training. NVIDIA may cancel Public Instructor-Led Training at its discretion at any time, including, without limitation, due to availability of instructors, or for infrastructure, security, health and safety of attendees, or other reasons beyond NVIDIA's reasonable control. Where a Public Instructor-Led Training is canceled by NVIDIA, NVIDIA will contact you to schedule a make-up Training.

4.3 Participation. NVIDIA reserves the right to refuse admittance to, or expel an individual from participating in Training, including, without limitation, if the individual is behaving in a manner that could be disruptive to the Training or any other attendee. If NVIDIA excludes an individual from participation in Training pursuant to these Terms, access to the Training and content may end immediately but any Training fees paid will not be refunded.

4.4. Refunds, Fee Credits, and Discounts. For Public Instructor-Led Trainings and Private Instructor-Led Trainings, no-shows are ineligible for a fee credit, extension or refund. If it turns out that NVIDIA provides you a refund, discount, or other consideration, it doesn't mean that you will receive it again even under similar circumstances.

4.5 Termination of Trainings. Public Instructor-Led Trainings and Self-Paced Online Trainings that are not redeemed or utilized in full within twelve (12) months of the earlier of (i) the date of purchase of the course, or (ii) the date NVIDIA provides you the Code or registration for the course will terminate automatically without a credit, extension or refund. Private Instructor-

Led Training not scheduled and delivered within twelve (12) months of the date of purchase of the course, are automatically terminated, and no credit or refund is provided.

5. WHAT TRAINING DOES NOT COVER

5.1 Resources. Select Training may provide access to hardware, software, and materials as NVIDIA deems appropriate. You are responsible for the internet connection required for your participants to access the services, other than wifi when available from NVIDIA. Certain content may only work on certain types of devices.

5.2 Discontinuation. If as part of your Training NVIDIA provides access to resources, such as compute, storage, or network, the resources provided will be available as NVIDIA deems appropriate for the course.

The Training resources and materials will vary over time and may be discontinued at NVIDIA's discretion.

5.3 Authorized Use of Resources. Usage of the resources or materials are for learning purposes only. Out-of-scope activities may result in termination of access. Out-of-scope activities may include, without limitation: use of resources provided for unrelated applications or activities, sharing or pooling access, excessive use of resources, unauthorized distribution of materials, or resale of any aspect of the Training. The determination of out-of-scope activity, and termination of access, is at NVIDIA's sole discretion.

5.4 Excused Performance. NVIDIA and its authorized service providers will be excused from performing any of its obligations hereunder to the extent any such non-performance is attributable to your failure to perform your obligations under these Terms.

6. YOUR RESPONSIBILITIES

In addition to other responsibilities stated elsewhere in these Terms, you agree to be responsive to NVIDIA requests (such as a request to re-schedule) and to provide to NVIDIA or its authorized service provider access to resources needed to deliver the Training, including, without limitation, access to the internet, access to your facilities for on-site visits, and/or access to, and assistance of, your personnel.

7. INTELLECTUAL PROPERTY RIGHTS

No transfer of ownership of any intellectual property will occur under these Terms and that all rights are reserved by NVIDIA. Training content provided by NVIDIA is subject to a separate license agreement.

8. PERSONAL INFORMATION

8.1 Registration. In order to obtain access to the Training you will need to create an account with NVIDIA and become a registered user. When creating an account, you will be required to provide certain personal information and establish a username and a password. NVIDIA reserves the right to suspend or terminate an account if any information provided is inaccurate, incomplete, false or misleading. You are responsible for safeguarding the password that you created for the account and for any activities or actions under such account, whether or not authorized by you. NVIDIA will not be liable for any loss or damage arising from your failure to comply with the above requirements. To learn more about how NVIDIA may collect, use and share any participant information, please visit NVIDIA's Privacy Policy at: <https://www.nvidia.com/en-us/about-nvidia/privacy-policy/>.

8.2 Use of Information. If (i) your Training is funded or organized by your employer, organization or any other third party, (ii) your Training is purchased through NVIDIA or an authorized reseller, or (iii) you access your Training using sign-on credentials, such as user name and email address, provided by your employer or organization, your registration information as well as course-related information such as course name and certification date may be shared with the paying party, organizer or the authorized reseller, as applicable.

8.3 Third Party Sites and Services. In connection with the Training, you may receive access to links to third party websites and services and the availability of those links does not imply any endorsement by NVIDIA. We encourage you to review the privacy statements on those sites and services to understand how they may collect, use and share your personal information.

NVIDIA is not responsible for the privacy statements or practices of sites and services controlled by other companies or organizations or your reliance on information you gather from use of the links.

9. AUDIO AND VIDEO RECORDING

9.1 Authorization for NVIDIA to Record. By attending a Training, you grant to NVIDIA, its affiliates, employees, agents and independent contractors the right to record, film, and capture your voice and image during the Training. Further, you grant to NVIDIA and its affiliates a non-exclusive perpetual, irrevocable, worldwide license to use, reproduce, adapt, publicly display, distribute or incorporate in any manner whatsoever, all or any portion of such recording for all NVIDIA purposes including in marketing and NVIDIA materials, without royalties or other compensation, and agree to forego any claim or enforce any proprietary or moral rights you retain. You understand that NVIDIA will edit, arrange or modify its recordings, and you hereby waive any right to inspect or approve the use of the recordings in any media.

9.2 No Recording by You. The Training and its content are proprietary to NVIDIA and you may not record, film, capture or distribute any or all parts of the Training for any purpose without NVIDIA's prior written consent.

10. DISCLAIMER OF WARRANTY

ALL TRAINING IS PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING UNDER THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NVIDIA SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR TO PARTICIPATE IN TRAINING.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR (II) DAMAGES FOR THE (A) COST OF PROCURING SUBSTITUTIVE GOODS OR SERVICES, OR (B) LOST PROFITS, REVENUE, USE, DATA OR GOODWILL ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE USE OR THE PERFORMANCE OF THE NVIDIA TRAINING WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA'S TOTAL CUMULATIVE AGGREGATE LIABILITY FOR ANY AND ALL LIABILITIES, OBLIGATIONS OR CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS WILL NOT EXCEED THE NET AMOUNTS PAID FOR THE TRAINING COURSE GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

12. GOVERNING LAW, DISPUTE RESOLUTION

12.1 Governing Law.

These Terms and all Disputes (as defined below) that may arise from it or out of Training shall be governed by the Federal Arbitration Act, in addition to the internal substantive laws of the State of Delaware and the United States, without regard to or application of its conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any translation of these Terms is done for local requirements and, if there is a dispute between the English and any non-English versions, you and NVIDIA agree that the English version of these Terms will govern to the extent not prohibited by local law in your jurisdiction.

12.2 Informal Resolution.

If you or NVIDIA have any dispute, claim or controversy arising out of or relating to the Training or these Terms ("**Dispute**"), the parties agree to work in good faith to resolve the Dispute informally. If you have a Dispute, you must first contact Nvidia and give NVIDIA an opportunity to resolve it by contacting NVIDIA by mail at Nvidia Corporation, ATTN: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051. Either you or NVIDIA may seek to have a Dispute resolved in the applicable courts in your country of residence or the applicable courts in closest proximity to your residence at any time before an arbitrator is appointed, and you may also bring a Dispute in the small claims court in the Superior Court of California, County of Santa Clara.

12.3 Binding Arbitration.

For any Disputes that are not resolved informally or by the applicable court, you and NVIDIA each agree to resolve any such Dispute by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services (“JAMS”) (rules available at <https://www.jamsadr.com>). Except as otherwise provided in this section, all issues are for the arbitrator to decide, including jurisdictional and arbitrability issues and the formation, existence, validity, interpretation, and scope of this arbitration provision. The arbitration will be conducted in Santa Clara County, California (or the nearest JAMS office to Santa Clara County), unless you request an in-person hearing in your hometown or you and NVIDIA agree otherwise. You and NVIDIA agree that the parties will arbitrate all Disputes, remedies, and requests for relief subject to individual arbitration first, the arbitrator will only determine issues of liability on the merits of any claim asserted, and the arbitrator may only award declaratory or injunctive relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. You and NVIDIA agree that any remaining unresolved Disputes, remedies, or requests for relief may be pursued in court only after the arbitrator’s award has been issued. In any later court proceeding, the arbitrator’s factual findings will not be entitled to deference by the court. Nothing in these Terms will prevent a party from seeking injunctive or other equitable relief from the courts in any jurisdiction to prevent the actual or threatened violation of that party’s intellectual property rights or other proprietary rights. If for any reason this Section 12.3 is unenforceable concerning any Dispute, and a Dispute proceeds in a court of general jurisdiction, the Dispute will be exclusively brought in state or federal court located in Santa Clara County, California.

12.4 Class Action, Representative Action, & Jury Trial Waiver.

All Disputes must be brought by a party in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and NVIDIA agree to waive the right to a jury trial, participate in class action lawsuits, class-wide arbitrations, any collective, consolidated, or other proceeding or request for relief where someone acts in a representative capacity.

12.5 Right to Opt-Out.

You may opt-out of the foregoing jury trial, class action, arbitration, and collective or consolidated proceeding waiver provision by notifying NVIDIA in writing within 30 days of the purchase of or enrollment in a Training, within 30 days of the effective date of these Terms, or within 30 days of any future change NVIDIA may make to this Section 12.5. Such written notification must be sent by mail to Nvidia Corporation, Attn: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051 and must include (1) your name, (2) your address, (3) the reference to the Training to which the notice relates, and (4) a clear statement indicating that you do not wish to resolve disputes through arbitration and demonstrating compliance with the 30-day time limit to opt-out. Any opt-out notification received after the opt-out deadline or not including the required items noted in (1)-(4) in the preceding sentence will not be valid and you will be required to pursue your Dispute in arbitration or small claims court. Opting out of this dispute resolution procedure will not affect the terms and conditions of these Terms, which still apply to you. If you opt-out of any future change NVIDIA may make to this Section 12.5, the most recent version of Section 12.5 before the change you rejected will apply.

13. TRADE COMPLIANCE

You agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, as amended, including without limitation U.S. Export Administration Regulations and Office of Foreign Assets Control regulations. You confirm (a) your understanding that export or reexport of certain NVIDIA products or technologies may require a license or other approval from appropriate authorities and (b) that you will not export or reexport any products or technology, directly or indirectly, without first obtaining any required license or other approval from appropriate authorities, (i) to any countries that are subject to any U.S. or local export restrictions (currently including, but not necessarily limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, the Region of Crimea, Donetsk People’s Republic Region and Luhansk People’s Republic Region); (ii) to any end-user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, missiles, rocket systems, unmanned air vehicles capable of a maximum range of at least 300 kilometers, regardless of payload, or intended for military end-use, or any weapons of mass destruction; (iii) to any end-user who has been prohibited from participating in the U.S. or local export transactions by any governing authority; or (iv) to any known military or military-intelligence end-user or for any known military or military-intelligence end-use in accordance with U.S. trade compliance laws and regulations.

14. CHANGES TO TERMS AND CONDITIONS

13.1 Update to Terms and Conditions. If NVIDIA makes changes to these Terms, then NVIDIA will present such revised Terms to you by posting an updated version generally on the Training registration page, or in an email notification, or through other reasonable means. The new Terms will apply to you, provided they do not single you out.

15. CONTACT INFORMATION

For additional information about Training, please contact NVIDIA at NVDLI@nvidia.com.

(v. February 28, 2025)