

NVIDIA Support Services for Open Source Software Agreement

This NVIDIA Support Services for Open Source Software Agreement ("Support Services Agreement") is entered into between the entity you represent, or, if you do not designate an entity, you individually ("Customer"), and NVIDIA Corporation ("NVIDIA"). This Support Services Agreement governs use of the Support Services and consists of the terms and conditions below and all documents attached to or referenced in this Support Services Agreement, including any Support Service-Specific Terms that apply to particular Support Services (together, the "Agreement"). NVIDIA and Customer are each a "party"; and collectively, the "parties".

By purchasing the Support Services, Customer affirms it has read the Agreement and agrees to its terms. If Customer does not have the required authority to enter into the Agreement or if it does not accept all Agreement terms and conditions, Customer should not use the Support Services.

1. **Services.**

- 1.1. Performance of the Support Services. Subject to the terms of this Agreement, Customer's order, service parameters of a NVIDIA Product Part Number, and payment of applicable fees, NVIDIA will perform the services described in the applicable Support Service-Specific Terms (the "Support Services") in a timely and professional manner consistent with industry standards. NVIDIA may refuse to provide Support Services if, in its sole opinion, providing the Support Services may create an unreasonable risk to NVIDIA. "Part Number" means an NVIDIA identification for the Support Services, consisting of a unique service code, service name and other characteristics about the service, such as the service type and duration.
- 1.2. Employees, Subcontractors and Independent Contractors. Customer acknowledges and agrees that NVIDIA may, at its sole discretion, use its employees, subcontractors and independent contractors to perform the Support Services. NVIDIA reserves the right to assign, re-assign and substitute its personnel at any time during the performance of the Support Services.
- 1.3. Service Hours. NVIDIA will provide the Support Services during the hours listed in the applicable Support Service-Specific Terms ("Service Hours").
- 1.4. Customer's Responsibilities and Obligations. Customer acknowledges and agrees that NVIDIA's provision of the Support Services to Customer is subject to Customer fulfilling and performing in a timely manner all its responsibilities and obligations set forth below in "Customer Responsibilities" Section of this Support Services Agreement and in the applicable Support Service-Specific Terms.
- 1.5. Customer Solutions, Equipment and Personnel. NVIDIA and its representatives, employees, contractors, or subcontractors are not liable for any decisions made in the development of any systems, products, or software solutions that are made by, or for, Customer or by employees or other representatives, contractors or subcontractors of Customer. Nor will NVIDIA be liable for any Customer or third-party personnel, hardware, software, equipment, or other assets currently used in the operating environment.

2. **Ordering, Fees and Taxes.**

2.1. Ordering.

- 2.1.1. Purchases Through an Authorized Reseller or Distributor. Customer may purchase Support Services through an NVIDIA authorized reseller or distributor, as available. Applicable fees, taxes and other terms will be between the Customer and the authorized reseller or distributor.
- 2.1.2. Direct Purchases from NVIDIA. Direct purchases from NVIDIA are permitted only if expressly authorized by NVIDIA. Any direct purchase will be documented in an Order Form and will be effective when entered into by the Customer and NVIDIA. Each order placed by Customer through an Order Form is a separate transaction of the parties under the Agreement. "Order Form" means the order that Customer places with NVIDIA, including all applicable sales terms

and conditions issued by NVIDIA (such as a public listing or private offer) and that are accepted by Customer for the purchase of the Support Services.

2.2. Fees and Taxes for Direct Purchases. This Section 2.2 applies only to Customer's direct purchases from NVIDIA.

2.2.1. Fees. Fees for the Support Services are listed in the Order Form and are payable under the terms of the Order Form. Unless otherwise expressly stated in an Order Form, fees are in U.S. Dollars. Each Order Form placed is non-cancelable and fees received are non-refundable

2.2.2. Taxes. If Customer is not billed the applicable tax under the Order Form, then it is Customer's responsibility to properly remit all applicable taxes (including Sales Tax, VAT and 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.

2.3. Overdue Payment. If any payment is overdue from Customer or an authorized reseller or distributor, NVIDIA reserves the right to suspend the Support Services, 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 for payment obligations stated in the "Termination for Cause" Section, NVIDIA may terminate the Support Services. Customer's payment obligations survive any expiration or termination of the Agreement.

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

3. **Customer Responsibilities**. Customer agrees to provide and perform the following responsibilities:

3.1. Timely access to reasonably requested, accurate, and complete information relative to the scope of Support Services, which includes clear written communication of all Customer's requirements, expectations, and objectives.

3.2. Reasonable access to resources, documentation, materials and assistance required by NVIDIA to provide the Support Services.

3.3. Customer may be required to develop or provide documentation, materials and assistance to NVIDIA to complete the Support Services. Such assistance may include providing personnel to assist in confirming testing and validation.

3.4. If applicable, providing onsite or remote access, as well as all requirements for such access in advance.

3.5. If applicable, providing all hardware, software, internet access, and facilities needed for the successful completion of the Support Services.

3.6. Payment in full according to Section 2 above.

4. **Confidentiality**.

4.1. "Confidential Information" means any non-public information, including non-public portions of this Agreement, provided in any format by one party to the other party under this Agreement during the term, that was designated or identified by the disclosing party as confidential, or should be known by the receiving party when exercising reasonable business judgment to be confidential given the nature or circumstances of its disclosure.

4.2. Right to Use Confidential Information. The receiving party may use the disclosing party's Confidential Information only to exercise its rights and perform its obligations under this Agreement. The receiving party may disclose the disclosing party's Confidential Information to its affiliates, directors, officers, employees, contractors, independent external auditors, and advisors (including legal and accounting) who have a need to know that information in their work for the receiving party under this Agreement and who are bound to protect that information under obligations of confidentiality at least as restrictive as those described in this Agreement. The receiving party will not disclose the disclosing party's Confidential Information to any third party, except as expressly authorized in this Agreement, without first having written approval of the disclosing party. The receiving party will protect the

Confidential Information of the disclosing party with at least the same degree of care that the receiving party uses to protect its own similar confidential and proprietary information, but no less than a reasonable degree of care. If the disclosing party sends a written request, the receiving party will promptly return or destroy all Confidential Information received from the disclosing party, together with copies, except that a party may retain archival copies in accordance with its document retention policy or as required by law.

4.3. **Exceptions.** Confidential Information does not, and will not, include information that: (i) was in the public domain at the time it was communicated to the receiving party by the disclosing party, or later entered the public domain other than by a breach of this Agreement by the receiving party, (ii) is or was rightfully received or known by the receiving party without restriction on disclosure or any obligation of confidentiality, (iii) is or was independently developed by or for the receiving party without using any of the disclosing party's Confidential Information, or (iv) is or was generally made available by the disclosing party without restriction on disclosure. The receiving party will not be liable for disclosure of Confidential Information required to be disclosed in response to a valid order by a court or other governmental body of competent jurisdiction, if the receiving party provides the disclosing party with prior written notice of the required disclosure to permit the disclosing party to seek confidential treatment of such information and the receiving party discloses only the information necessary to comply with the requirements.

5. **Intellectual Property Rights.**

5.1. No transfer of ownership of any intellectual property will occur under this Agreement. NVIDIA does not provide as part of the Support Services joint development services, nor does NVIDIA perform work for hire. Customer grants NVIDIA a non-exclusive, worldwide, royalty-free right and license to use any intellectual property that is necessary for NVIDIA and its designees to perform the Support Services for the sole purpose of performing the Support Services. NVIDIA Confidential Information provided as part of the Support Services is subject to confidentiality obligations.

5.2. The parties agree that any modifications to, or derivatives of, open source software developed in the performance of this Agreement will be subject to the same license terms of the open source software upon which the modification or derivative is based.

6. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND SUPPORT SERVICE-SPECIFIC TERMS, THE SUPPORT SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND NVIDIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO WARRANTY IS MADE BY NVIDIA ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE.

7. **LIMITATION OF Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, WILL NVIDIA BE LIABLE TO CUSTOMER FOR DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE ARISING OUT OF OR AS A RESULT OF THIS AGREEMENT OR THE SUPPORT SERVICES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES), EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ADDITIONALLY, 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 THIS SUPPORT SERVICES AGREEMENT WILL NOT EXCEED THE NET AMOUNTS RECEIVED BY NVIDIA FOR THE SUPPORT SERVICES UPON WHICH LIABILITY IS BASED. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT.

8. **Term and Termination**

- 8.1. Automatic Service Termination. This Agreement will automatically terminate without notice from NVIDIA at the earlier of the expiration or termination of the applicable Support Services or the Agreement ("Term")
- 8.2. Termination for Cause. Either party may terminate this Agreement in whole or in part for cause if the other party (a) fails to cure a material breach of this Agreement within thirty (30) days of the non-breaching party's written notice of the breach, (b) stops doing business in the ordinary course, or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the party and not dismissed within sixty (60) days. NVIDIA may terminate this Agreement immediately upon written notice in the event of (x) Customer's breach of confidentiality or (y) Customer commencing or participating in any legal proceeding against NVIDIA concerning any NVIDIA product or technology. Further, NVIDIA may terminate this Agreement if Customer breaches any payment obligation and fails to cure that breach within five (5) days after NVIDIA's written notice.
- 8.3. Effect of Termination. Upon any expiration or termination of this Agreement (a) NVIDIA may stop providing the Support Services and cancel any outstanding Support Services; (b) all Customer's access to the Support Services will cease and Customer must promptly return, delete or destroy all NVIDIA Confidential Information within its possession or control, and certify in writing that it has complied with this obligation within (10) days of termination; and (c) all amounts payable by Customer to NVIDIA will become due and payable immediately and any amounts previously paid to NVIDIA are non-refundable. NVIDIA has no obligation to provide the Support Services after the expiration or termination of this Agreement.
- 8.4. No Prospective Liability. Each party acknowledges and agrees that neither party will incur any liability for any damage, loss or expense of any kind suffered or incurred by the other related to the expiration or any termination of this Agreement that complies with the terms of this Agreement.

9. **General.**

- 9.1. Governing Law; Jurisdiction. This Agreement will be governed in all respects by the laws of the United States and the laws of the State of Delaware, without regard to conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts residing in Santa Clara County, California, will have exclusive jurisdiction over any dispute or claim arising out of this Agreement and parties irrevocably consent to personal jurisdiction and venue in those courts; except that either party may apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.
- 9.2. Assignment. NVIDIA may assign, delegate or transfer its rights or obligations under the Agreement by any means or operation of law. Customer agrees that Customer will not transfer or assign the Agreement or Customer's rights and obligations by any means or operation of law without NVIDIA's permission. Any attempted assignment not approved by NVIDIA in a signed writing will be void and of no effect.
- 9.3. Subcontracting. NVIDIA may subcontract obligations under the Agreement, but will remain liable to Customer for any subcontracted obligations.
- 9.4. Force Majeure. Except for payment of Fees, neither party will be liable during any period where an event or circumstance prevents or delays that party from performing its obligations under this Agreement and that event or circumstance: (a) is not within the reasonable control of that party and is not the result of that party's negligence, and (b) cannot be overcome or avoided by that party using reasonably diligent efforts.
- 9.5. Trade Compliance. Both parties agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, as amended, including without limitation the Export Administration Regulations and Office of Foreign Assets Control regulations. Each party confirms that it will not export or reexport any products or technology, directly or indirectly, without first obtaining any required license or other approval from appropriate authorities, (a) 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); (b) to any end user who it knows or has 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; (c) to any end-user who has been prohibited from participating in the U.S. or local export transactions by any governing authority; or (d) 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.

- 9.6. Audit. During the term of the Agreement and for a period of three (3) years after, Customer will maintain complete and accurate information regarding Customer's activities under the Agreement. NVIDIA or an independent auditor will have the right to audit Customer to validate and confirm Customer's information and compliance with the terms of the Agreement. Audits will be conducted no more frequently than annually, unless noncompliance was previously found. If an audit reveals underpayment, Customer will promptly remit the full amount of such underpayment to NVIDIA including interest that will accrue (without the requirement of a notice) at the lower of 1.5% per month or the highest rate permissible by law. If the underpaid amount exceeds 5% of the amounts payable to NVIDIA during the audited period or if the audit reveals a material nonconformance with the terms of the Agreement, then Customer will reimburse NVIDIA's reasonable audit costs. Further, Customer agrees that the party transacting to sell Support Services to Customer may share with NVIDIA information regarding Customer's compliance with the Agreement
- 9.7. Entire Agreement and Amendments. NVIDIA reserves the right to update the Agreement and the Support Service-Specific Terms from time to time. Regarding the subject matter of this Agreement, the parties agree that this Agreement constitutes the entire and exclusive agreement between the parties and supersede all prior and contemporaneous communications. Unless expressly stated otherwise in the Agreement, any additional or different terms or conditions, whether contained in purchase orders, order acknowledgments, invoices or otherwise, will not be binding and are null and void.
- 9.8. Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.
- 9.9. Severability and Waiver. If a court of competent jurisdiction rules that a provision of this Agreement is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable and the remainder of this Agreement will continue in full force and effect. No failure or delay by a party to enforce any Agreement term or obligation will operate as a waiver by that party, nor prevent the enforcement of such term or obligation later.
- 9.10. Notices. If NVIDIA needs to contact Customer about the Support Services, Customer consents to receive notices electronically. Customer is responsible for keeping Customer's notification email current. The parties agree that electronic notice will satisfy any legal communication requirements, and that email notices will be treated as received when the email is sent. Customer is required to send legal notices to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department, with an emailed copy to legalnotices@nvidia.com.
- 9.11. Order of Precedence. If there is a conflict between the documents that make up the Agreement, the documents will control in the following order (starting with the highest order of precedence): (a) the Service-Specific Terms, if applicable, (b) the remainder of the Agreement (excluding the Service-Specific Terms), (c) any terms linked to in the Agreement or Service Specific Terms, and (d) the Order Form, if applicable.

(v March 1, 2026)