

## **NVIDIA TECHNICAL ACCOUNT MANAGER (“TAM”) SERVICES FOR NVIDIA PRODUCTS TERMS AND CONDITIONS**

NVIDIA Corporation or a designated subsidiary of NVIDIA Corporation (as applicable, “NVIDIA”) agrees to provide the below described NVIDIA technical account manager services (“TAM Services”) for NVIDIA products to the customer (“you”) upon purchase from NVIDIA or a NVIDIA authorized reseller subject to these technical account manager terms and conditions (“Terms”).

**If you don’t accept all the Terms below, do not order or obtain TAM Services.**

### **1. ELIGIBLE PRODUCTS AND REGISTRATION.**

1.1 Subject to payment of applicable fees, during the service term NVIDIA agrees to provide TAM Services for applicable NVIDIA hardware and software products, as updated by NVIDIA and from time to time (“TAM Covered Products”).

1.2 You are responsible for registering the TAM Covered Products to be supported to receive these TAM Services, using the registration instructions within each package, email, or as otherwise directed by NVIDIA.

### **2. TAM Services Offerings.**

2.1 NVIDIA offers three TAM Services: TAM, Premium TAM, and High Touch TAM.

	<b><u>TAM</u></b>	<b><u>Premium TAM</u></b>	<b><u>High Touch TAM</u></b>
NVIDIA employee will be assigned as a technical account manager (TAM) to assist you with technical support cases for the TAM Covered Products during 9 am – 5 pm local business hours	✓	✓	✓
The TAM will on an on-going basis program manage the technical support cases for the TAM Covered Products and provide reports, be available for monthly reviews of technical support cases, be available for quarterly program management meetings, and provide you with information about the Products including (but not limited to) upcoming releases	✓	✓	✓
As part of managing technical support cases for TAM Covered Products, the TAM may participate in calls initiated by the customer with third party vendors to isolate or root cause issues related to the TAM Covered Products	✓	✓	✓
TAM Services are provided for designated Products within a single NVIDIA product	✓		✓

family. The parties will define upfront which Products will have TAM support.			
TAM Services are provided for designated Products for up to two NVIDIA product families. The parties will define upfront which Products will have TAM support.		✓	
As part of TAM Services, NVIDIA may perform on-site visits during its local business hours to a pre-determined location as agreed by you and NVIDIA, subject to Section 3.2. The scope of the visits will be limited to covering review of outstanding support issues, help with troubleshooting, escalating support issues, and/or monitoring support service level objectives (SLOs).			✓  <u>No more frequent than once a week up to 24 visits a year</u>

### 3. GENERAL TERMS FOR TAM SERVICES.

3.1 TAM Services are add-on services, and only TAM Covered Products that are under a valid support contract with NVIDIA purchased separately qualify for TAM Services. No credits or refunds will be provided for any gaps in the provision of TAM Services under these Terms if the related support expires or terminates.

3.2 All standard TAM and Premium TAM Services are provided remotely. TAM Services are only available to select parties upon approval from NVIDIA at its sole discretion. High Touch TAM on-site visits are restricted to locations in the countries listed at <https://enterprise-support.nvidia.com/s/article/EntServ-HT-TAM-Locations> and the visit sites must be within 50 miles from the nearest NVIDIA office, unless mutually agreed by NVIDIA and you.

3.3 TAM Services are provided using the same processes that apply for technical support under the [Enterprise Support Policy](#).

3.4 You may purchase TAM Services at the time or after purchase of TAM Covered Products based on availability of plan(s) and subject to software version restrictions. If you elect not to renew TAM Services and later you desire to re-enroll, you may have to pay for the elapsed period or a reinstatement fee.

3.5 The TAM Services will start from the date NVIDIA provides the service enablement information to you or the reseller.

3.6 TAM Services are non-transferable, non-assignable and your TAM Services are terminated (in whole or in part) if the TAM Covered Products are transferred to another party.

3.7 TAM Services do not include (a) supporting third-party products, other than TAM Covered Products, (b) development, consulting or other services for any TAM Covered Products, beyond assisting you with your technical support cases for the TAM Covered Products; or (c) updating any hardware or software on your behalf in TAM Covered Products.

3.8 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.

#### **4. 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 TAM, including, without limitation, access to, and assistance of, your personnel.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

No transfer of ownership of any intellectual property will occur under these Terms. You grant NVIDIA a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for NVIDIA and its designees to perform TAM Services. NVIDIA confidential information provided by your TAM is subject to confidentiality obligations.

#### **6. PERSONAL INFORMATION**

6.1 In order to obtain TAM Services, you or a representative of your entity must register and create an account with NVIDIA and become a registered user. When creating an account, the registrant 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. Each registrant is responsible for safeguarding the password created for the account and for any activities or actions under such account, whether or not authorized by the registrant. NVIDIA will not be liable for any loss or damage arising from any registrant's 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/>.

6.2 If (i) your TAM Services is purchased through NVIDIA or an authorized reseller, or (ii) you access your TAM Services using sign-on credentials, such as user name and email address, provided by your employer or organization, your registration information as well as service-related information may be shared with the paying party, organizer or the authorized reseller, as applicable.

6.3 In connection with the TAM Services, 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. NVIDIA encourages 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.

#### **7. TERMINATION**

TAM Services end at the earlier of: (i) expiration or termination of TAM Services, and (ii) expiration or termination of software licenses. NVIDIA may terminate these Terms with written notice to you if you breach the Terms and if the breach is curable, you will have thirty (30) days from the date of notification to cure the breach, or five (5) days to cure if the breach is of a payment obligation. Upon termination, TAM Services will stop and no credit or refund will be provided.

#### **8. TAXES**

The fees for TAM Services do not include insurance, transportation, taxes, duties or other similar fees. You agree to hold NVIDIA harmless from any sales, use, excise, import or export, value-added or similar tax or duty, and any other tax not based on NVIDIA's net income, including any penalties and interest due to any payment to be made by you, and any costs associated with the collection of or withholding of any of the foregoing items ("Taxes"). If you fail to pay any Taxes as of the original due date for such Taxes and NVIDIA receives an assessment or other notice (collectively "Assessment") from any governmental taxing authority providing that such Taxes are due from you, NVIDIA will give you written notice of the Assessment and you will pay to NVIDIA or the taxing authority the amount set forth as due in the Assessment promptly from the receipt of such written notice from NVIDIA, including any and all penalties. Further, you acknowledge that payment will be made in full without reduction for withholding taxes.

## **9. DISCLAIMER OF WARRANTY**

ALL TAM SERVICES PROVIDED AND MATERIALS DISCLOSED ARE PROVIDED "AS IS". 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, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND COURSE OF DEALING.

## **10. LIMITATION OF LIABILITY**

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY (I) INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (II) DAMAGES FOR THE (A) COST OF PROCURING SUBSTITUTE GOODS OR (B) LOSS OF PROFITS, REVENUES, USE, DATA OR GOODWILL ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

10.2 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 TAM SERVICES UNDER THESE TERMS, WILL NOT EXCEED THE PRICE PAID BY YOU OR THE RESELLER TO NVIDIA (NET OF REBATES AND/OR OTHER CREDITS ISSUED TO YOU OR THE RESELLER) FOR THE TAM SERVICES UPON WHICH LIABILITY IS BASED. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

## **11. GOVERNING LAW; JURISDICTION**

These Terms 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 or related to these Terms, and the 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. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

## **12. 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.

## **13. CHANGES TO TERMS**

If NVIDIA makes changes to these Terms, then NVIDIA will present such revised Terms to you by posting an updated version on its website page. The new TAM Services Terms will apply to you, provided they do not single you out.

## **14. CONTACT INFORMATION**

For additional information about these TAM Services, please contact [enterpriseservices@nvidia.com](mailto:enterpriseservices@nvidia.com)

(v. May 5, 2025)