

PRODUCT-SPECIFIC TERMS FOR NVIDIA CONFIDENTIAL COMPUTING

These Product-Specific Terms for NVIDIA Confidential Computing are an exhibit to the NVIDIA Software License Agreement at <https://www.nvidia.com/en-us/agreements/enterprise-software/nvidia-software-license-agreement/> (the “Agreement”) and are incorporated as an integral part of the Agreement.

A. **Scope.** The Agreement and these Product-Specific Terms for NVIDIA Confidential Computing govern use of NVIDIA Confidential Computing, which is NVIDIA Attestation Suite used with NVIDIA Datacenter Driver and NVIDIA CUDA toolkit. NVIDIA Datacenter Driver and NVIDIA CUDA toolkit are governed by separate legal notices or terms that accompany them.

1.1 “NVIDIA Attestation SDK” means software to prove GPU and other NVIDIA hardware trustworthiness.

1.2 “NVIDIA Attestation Services” means NRAS, RIM and OCSP.

1.3 “NVIDIA Attestation Software” means NVIDIA Trust Outpost and NVIDIA Attestation SDK.

1.4 “NVIDIA Attestation Suite” means NVIDIA Attestation Software and NVIDIA Attestation Services.

1.5 “NVIDIA Online Certificate Status Protocol Service” and “OCSP” mean a service that indicates whether NVIDIA-issued security certificates are valid, revoked or unknown.

1.6 “NVIDIA Trust Outpost” means software that enables deployment of a caching solution for NVIDIA RIM and OCSP data.

1.7 “NVIDIA Reference Integrity Manifest Service” and “RIM” mean a service that publishes known-good states of supported NVIDIA firmware, drivers and other software.

1.8 “NVIDIA Remote Attestation Service” and “NRAS” mean a service that receives device proofs, compares them to NVIDIA’s known-good reference values, and returns a signed pass or fail report.

B. **Paid Commercial Use License.** Section 1.1 of the Agreement is amended and restated to read as follows:

1.1 Grants. Commercial use of NVIDIA Confidential Computing requires a commercial Enterprise Product license. Subject to the terms of the Agreement, Customer’s Order Form and license parameters of an Enterprise Product license, and payment of applicable fees, NVIDIA grants Customer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable (except as expressly provided in the Agreement) license during the Term to (a) install, use and reproduce NVIDIA Confidential Computing and (b) offer as a service or sublicense and distribute NVIDIA Confidential Computing as part of a Customer Product that Customer makes available to Customer End Users.

C. **Free Development Use License.** Subsection 1.2.3 is added to the Agreement as follows:

1.2.3 Free Development Use License. Development use of NVIDIA Confidential Computing is free. Customers that use NVIDIA Confidential Computing without an Enterprise Product license may exercise the grant in Section 1.1 (a) solely for the purpose of developing a Customer Product. A commercial Enterprise Product license must be obtained before offering or distributing a Customer Product.

D. **Software Users.** Section 1.3.1 of the Agreement is amended and restated to read as follows:

1.3.1 Software Users. Under the Agreement, Customer Personnel may access and use the Software Offerings and Customer End Users may access and use Customer Products. As between NVIDIA and Customer, Customer is fully responsible for all aspects of the Customer Product and assumes any and all liability in connection with the Customer Product.

E. **Subsection 1.7** is added to the Agreement as follows:

1.7 Caching. If Customer caches in its systems the output of the NVIDIA Confidential Computing in connection with providing a Customer Product to End Users, Customer must:

1.7.1 Refresh the output of NVIDIA Confidential Computing at least once per any twenty-four (24) hour period, beyond which Customer must indicate to Customer End Users that the output of NVIDIA Confidential Computing is stale;

1.7.2 Not modify the output of NVIDIA Confidential Computing if Customer represents to Customer End Users that NVIDIA provided such output;

1.7.3 Accurately provide to Customer End Users the source and substance of the output of NVIDIA Confidential Computing and not provide to Customer End Users any inaccurate or misleading information related to NVIDIA Confidential Computing or its output;

1.7.4 Promptly provide to Customer End Users accurate and complete information regarding NVIDIA's revocation of any output of NVIDIA Confidential Computing, including providing to Customer End Users instructions on how to remedy any security related issue; and

1.7.5 Provide a clear and prominent notice to Customer End Users that: (a) the output of NVIDIA Confidential Computing is cached in Customer's systems and may, therefore, be out of date when Customer provides it to Customer End Users as part of a Customer Product; and (b) Customer End User can obtain up-to-date output of the NVIDIA Confidential Computing directly from NVIDIA at <https://github.com/NVIDIA/nvtrust>.

F. **Subsection 4.7** is added to the Agreement:

4.7 Service Level Agreement. The Service Level Agreement available at <https://www.nvidia.com/en-us/agreements/service-level-agreement/nvidia-cloud-services-service-level-agreement/> will be applicable to Customer's use of NVIDIA Attestation Services under a commercial Enterprise Product License.

G. **Subsection 8.15** is added to the Agreement as follows:

8.15 Customer may not prohibit by any means, either directly or indirectly, Customer End Users from accessing and using NVIDIA Confidential Computing, or any portion thereof, directly from NVIDIA.

H. **Collection Purposes.** Section 11.1 of the Agreement is amended by adding the following to the end of Section 11.1:

In addition, as described in documentation for NVIDIA Confidential Computing, NVIDIA will collect IP address and information about Customer's GPU (including device unique identity key pair and device certificates that uniquely identify Customer's GPU) to provide NVIDIA Confidential Computing and for

security, debugging and troubleshooting purposes. Data collected will be deleted when no longer needed for such purposes.

- I. **Audit.** Section 16.7 of the Agreement is amended and restated to read as follows:

16.7 Reporting and Audits. Customer will report to NVIDIA as required in the Order Form. Customer will maintain accurate and complete records related to usage of the Software with NVIDIA Confidential Computing in production or as part of a Customer Product that Customer makes available to Customer End Users during the Subscription Term and for at least three (3) years thereafter. NVIDIA or an independent auditor will have the right to audit all such records during regular business hours 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 non-compliance was previously found. If an audit reveals an 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 five percent (5%) of the amounts payable to NVIDIA during the audited period or if the audit reveals a material non-conformance with the terms of the Agreement, then Customer will reimburse NVIDIA's reasonable audit costs.

- J. **Subsection** 16.15 is added to the Agreement as follows:

16.15 Security Measures. The parties recognize that no technology is absolutely secure. Customer will disclose to NVIDIA information as needed to ensure that appropriate administrative, physical and technical security measures are used for NVIDIA Confidential Computing consistent with standard industry practice and any applicable laws and regulations.

(v. November 19, 2025)