

SUPPORT SERVICES TERMS AND CONDITIONS
FOR NETWORKING ENTERPRISE SUPPORT
Release Date: January 26, 2026

NVIDIA Corporation or a designated subsidiary of NVIDIA Corporation (as applicable, “NVIDIA”) agrees to provide the below described Support Services during the Service Term for NVIDIA Networking Adapter, Switch, and Appliance Products (each, a “Product”) to the end user customer (“you”) upon purchase of the Support Services from NVIDIA or a NVIDIA authorized reseller (“Reseller”) and payment of applicable fees subject to these Support Services Terms and Conditions (“Terms”). Business Standard Support, Business Critical Support, Business Premium Support, and any Add-On Support Services related to a Product are individually and/or collectively referred to as “Support Services”.

1. NETWORKING ENTERPRISE SUPPORT SERVICES PACKAGES ASSOCIATED WITH A PRODUCT PURCHASE

1.1. Business Standard Support for a Product (“Business Standard Support”) includes the following:

- (a) If there is a material and workmanship Product defect under normal use and service, shipment of replacement Product or part within next Business Day of Return Material Authorization (RMA) approval and may take place before the return to NVIDIA of the replaced Product or part (**see Note 1**) (“RMA Services”). RMA approval will be for a full Product or a part at NVIDIA’s discretion,
- (b) 24/7 online support portal with access to tracking tool for bug reporting and issue resolution, knowledge base materials and troubleshooting information (“24/7 Online Support”),
- (c) 24/7 call center telephone assistance for Support Service requests (English only) (“24/7 Call Center Support”),
- (d) 8 AM - 5 PM Business Days at local time zone (“Business Hours”) telephone technical assistance where technicians assist with Support Service troubleshooting (English only) (“8-5 Telephone Technical Assistance”),
- (e) Access to Supported Product includes Technical Support, Maintenance, Updates and Upgrades for Supported Software for the Product (**see Note 2**).

Note: For clarity, Business Standard Support does not include the Add-On Support Services described in Section 1.5. Add-On Support Services must be purchased separately as add-ons (**see Notes 3-5**).

1.2. Business Critical Support for a Product (“Business Critical Support”) includes the following:

The Business Standard Support described above in Section 1.1 is provided plus:

- (a) For severity one (S1) and severity two (S2) issues NVIDIA provides 24/7/365 remote Technical Support assistance (some exclusions for holidays may apply),
- (b) Support issues of all severity levels are routed via a support priority queue, and
- (c) Accelerated response times apply based on the severity level, compared to Business Standard Support customers.

Note: For severity three (S3) and severity 4 (S4) issues, Business Critical Support customers receive Business Hours Telephone Technical Assistance.

Note: For clarity, Business Critical Support does not include the Add-On Support Services described in Section 1.5. Add-On Support Services must be purchased separately as add-ons (**see Notes 3-5**).

1.3. Business Premium Support for a Product (“Business Premium Support”) includes the following:

The Business Critical Support described in Section 1.2 above, plus:

- (a) Enhanced target service level objective as described under Business Premium Support in Table 1
- (b) Support issues of all severity levels are routed via a support business premium priority queue, and
- (c) Accelerated restoration or resolution times may apply based on the severity level, compared to Business Standard Support and Business Critical Support customers.
- (d) NVIDIA will provide monthly reports to show SLO Milestone compliance described in Table 3.

Note: Minimum order quantities may apply to Business Premium Support. Business Premium Support does not include the Add-On Support Services described in Section 1.5. Add-On Support Services must be purchased separately as add-ons (**see Notes 3-5**).

1.4 NVIDIA Enterprise Support Level Agreement Coverage Service Levels:

- (a) The Support Services level timelines and severity definitions in the tables below describe the severity levels and initial response times.

Table 1.

SUPPORT SERVICES LEVEL TIMELINES						
Service Component		Business Standard Support	Business Critical Support	Business Premium Support		
Technical Support Access – access to file cases. Includes troubleshooting, triage, and case escalation		Local Business Hours	24/7	24/7		
Service Level		Response Times	Response Times	Response Time	Restoration Time	Resolution Time
	Severity 1	4 Business Hours	1 Business Hour	1 Business Hour	24 Hours	< 14 Business Days
	Severity 2	4 Business Hours	2 Business Hours	2 Business Hour	7 Business Days	Next Release
	Severity 3	1 Business Day	4 Business Hours	4 Business Hours	Commercially Reasonable Efforts	N/A
	Severity 4	2 Business Days	1 Business Day	1 Business Day		N/A
Product Coverage		Hardware / Firmware / Software / Cloud	Hardware / Firmware/ Software / Cloud	Hardware / Firmware / Software / Cloud		
Access to Customer Portal		24/7	24/7	24/7		
Web /Live Agent		Local Business Hours	24/7	24/7		

Table 2.

SEVERITY LEVEL DESCRIPTION

Severity Level	Description
S1: Catastrophic	- The situation has halted your business. - The service or critical functions are unavailable or unusable, and no workarounds exist.
S2: Severe	The service or important functions are not working as expected or require workarounds, and no procedural workaround exists
S3: Moderate	Non-critical issues that are intermittent or can be addressed using workarounds, but business continues to function
S4: Minor	- Cosmetic or other minor issues that do not cause any significant detrimental effects. - Incremental feature requests

Table 3.

BUSINESS PREMIUM SLO*

SLO Milestone	Description
Target Time to Respond	“Response” means in the case of a Customer Service Request (CSR) classified as a S1 or S2, the elapsed time between the receipt of a CSR and the first contact to customer in response to such CSR and the commencement of review of the CSR.

Target Time to Restore	• “Restore” means the actions required to return the Supported Product to a working condition, which may involve isolating the problem or implementing workarounds. This process might limit some functionality but should ensure the Product remains operational. Restoration is strictly limited to firmware/software rollback or workaround restoration and does not include delivering new software versions or patches within this time period. If a new software version is necessary for restoration, target metrics are not applicable.
Target Time to Resolution	• “Resolution” means the action(s) taken to prevent the recurrence of a problem and/or to address underlying causes of a problem once the root cause is identified. When a Resolution is implemented, the Product is restored to a state in which the Product performs in accordance with applicable documentation.

* Applies to Business Premium only

- (b) You must purchase one of the above Support Services options at the time of your purchase of the Product, provided that you may choose the plan and duration of the Support Services based on the then-current plans available for the Product.
- (c) Except as otherwise provided in these Terms, the Support Services will start from the date of Product shipment from NVIDIA or will start on the date of expiration of the immediately prior service period in the case of renewals as provided in your Support Services entitlement.

Note 1: Unless you have purchased Add-On Support Services: (i) CMR Service and/or (ii) SDMR Service, you are deemed to have purchased a replacement Product or part after ten (10) days from its delivery, unless you (i) tender to the carrier in the NVIDIA provided package the replaced Product or part within ten (10) days of replacement delivery, or (ii) you receive from NVIDIA a written extension of the ten (10) days period or a waiver of the obligation to return the replaced Product or part. For each additional purchase, an invoice will be issued to you from NVIDIA or a Reseller for payment of the replacement Product or part delivered based on the price stated in the NVIDIA then current price list at the time of replacement delivery. With the shipment of a replacement Product or part under these Terms, you will receive the return label, package and instructions to return the replaced Product or part. In certain jurisdictions RMA Support Services may be delivered by a NVIDIA agent.

Note 2: Some of the Support Services referenced in these Terms may only be available in geographical locations, as updated by NVIDIA from time to time in its sole discretion. The unavailability of these Support Services in your location does not make you eligible for any discounts, credits or refunds to the price paid for the Support Services plan. Please check with your local account team.

1.5. Add-On Support Services:

1.5.1 EXPEDITED 4-HOUR RMA SERVICES (“4-hr RMA Services”) **

If you purchase 4-hr RMA Services and there is a material and workmanship Product defect under normal use and service, the delivery of a replacement Product or part by a carrier will be scheduled by NVIDIA to take place within 4 Business Hours of the expedited Return Material Authorization (RMA) approval and may take place before the return to NVIDIA of the replaced Product or part. Please consult with NVIDIA which specific Products have the option for 4-hr RMA Services.

1.5.2 EXPEDITED 4-HOUR On-Site Engineer Services (“4-hr On-Site Engineer Support Services”)*, **

If you purchase 4-hr On-Site Engineer Support Services and there is a material and workmanship Product defect under normal use and service, an On-Site engineer will be scheduled by NVIDIA to reach installation location within 4 Business Hours of the confirmation of replacement part availability by customer. Please consult with NVIDIA which specific Products have the option for 4-hr On-Site Engineer Support Services.

1.5.3 EXPEDITED Next Business Day (NBD) On-Site Engineer Services (“NBD On-Site Engineer Support Services”)*, **

If you purchase NBD On-Site Engineer Support Services and there is a material and workmanship Product defect under normal use and service, an On-Site engineer will be scheduled by NVIDIA to reach installation location before end of the next Business Day after the confirmation of replacement part availability by customer. Please consult with NVIDIA which specific Products have the option for NBD On-Site Engineer Support Services.

1.5.4 EXPEDITED 4-HOUR RMA + 4 Hour On-Site Engineer Services (“4-hr RMA + Engineer Support Services”) *, **

If you purchase 4-hr RMA + Engineer Support Services and there is a material and workmanship Product defect under normal

use and service, the delivery of a replacement Product or part by a carrier will be scheduled by NVIDIA to take place within 4 Business Hours of the expedited Return Material Authorization (RMA) approval and may take place before the return to NVIDIA of the replaced Product or part.

1.5.5 COMPREHENSIVE MEDIA RETENTION SERVICE (“CMR Service”)

If you purchase CMR Service and there is a material and workmanship Product defect under normal use and service, the NVIDIA CMR Service permits you to keep the defective Product without returning the original Product to NVIDIA. This CMR Service requires an active Support Services contract (Business Standard Support, Business Critical Support, or Business Premium Support) with NVIDIA.

1.5.6 SOLID STATE DRIVE MEDIA RETENTION Service (“SDMR Service”)

If you purchase SDMR Service and there is a material and workmanship Product defect under normal use and service, the NVIDIA SDMR Service permits you to keep the defective Product without returning the original Product to NVIDIA. This SDMR Service requires an active Support Services contract (Business Standard Support, Business Critical Support, or Business Premium Support) with NVIDIA and is an additional Add-On Support Services.

Note 3: Add-On Support Services may not be available in all locations and minimum ordering quantities may apply. 4-hour RMA Services may take up to three (3) months from the order booking to enable. Once the replacement part delivery is confirmed, NVIDIA will dispatch On-Site Engineer to replace the part within 4 Business Hours or before end of the next Business Day depending on the On-Site Engineer option purchased. For clarity, On-Site Engineer does not apply to 4-hour RMA Services in Section 1.5.1. Please consult with NVIDIA which specific Products have the option for the applicable Add-on Support Services.

*** Note 4:** On-site address for all Add-on expedited services must be provided at the time of entitlement registration for the applicable Services in order to meet the expedited Support Service Level. Failure to provide the required on-site address may result in a delay of providing the expedited services and NVIDIA is not liable for failing to meet On-Site Support Service Levels where the on-site address is not provided and confirmed in advance. For clarity, On-Site Engineer does not apply to 4-hour RMA Services in Section 1.5.1. Please consult with NVIDIA which specific Products have the option for the applicable Add-on Support Services.

**** Note 5:** Any change by customer to the physical address where the Product is installed must be communicated to NVIDIA immediately. Failure to provide the new installation address to NVIDIA may result in a delay of the stated Service Level Agreement. Additionally, customer is responsible for confirming the expedited services are available at the new installation location and customer acknowledges that Support Services may not be available in the location where the Product has been relocated. For clarity, On-Site Engineer does not apply to 4-hour RMA Services in Section 1.5.1. Please consult with NVIDIA which specific Products have the option for the applicable Add-on Support Services.

Table 4.

		Add-On SUPPORT SERVICES LEVELS		
Service Component		Business Standard	Business Critical Select Products	Business Premium Select Products
Advance RMA	Next Business Day (NBD) Shipping	Included	Included	Included
	4 Business Hours	Not Available	Available 24/7 for select Products	Available 24/7 for select products
On-Site Engineer Arrival	Next Business Day (NBD)	Available for select Products	Available for select Products	Available for select Products
	4 Business Hours	Not Available	Available 24/7 for select Products	Available 24/7 for select Products

Advance RMA & On-Site Engineer	4 Business Hour RMA and 4 Hour On-site Engineer	Not Available	Available 24/7 for select Products	Available 24/7 for select Products
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1.6 HOW TO CONTACT NVIDIA

You can contact NVIDIA Enterprise Support by:

- Filing a case online via the NVIDIA Support Portal: <https://nvid.nvidia.com/>
- Calling NVIDIA Enterprise Support. For global phone numbers please see: <https://www.nvidia.com/en-us/support/enterprise/>

Note: for severity 1 (S1) and severity 2 (S2) issues, you must contact NVIDIA by phone or file a case online.

For more information, visit: <https://www.nvidia.com/en-us/support/enterprise/>

2. GENERAL SUPPORT SERVICES TERMS

2.1 Delivery of Support Services. The above Support Services are either delivered directly by NVIDIA, or in certain jurisdictions certain Support Services are available from and delivered by a NVIDIA agent under these Terms. NVIDIA and its authorized service providers will have access to your information (including in the online support portal) and will exchange information to fulfill and optimize the delivery of Support Services.

2.2 No Transfer. Support Services are non-transferable, non-assignable and your Support Services are terminated when the Product is transferred to another party.

2.3 Response and Resolution. NVIDIA will use commercially reasonable efforts to analyze each potential Technical Support issue filed to determine if it qualifies for service and will issue a response. Resolution of a qualified Product technical issue may be achieved with hardware or software, or workarounds, or other mitigation or decision to close an open issue. NVIDIA reserves the right to change your case priority based on NVIDIA's assessment of the severity of the issue.

2.4 Availability of Add-On Support Services for purchase. The Add-On Support Services listed above for purchase, namely 4-hr RMA Services, 4-hr On-Site Engineer Support Services, NBD On-Site Engineer Support Services, 4-hr RMA + Engineer Support Services, are only available to select parties upon approval from NVIDIA at its sole discretion.

2.5 As part of these Support Services, NVIDIA may deliver to you diagnostic software for the Product which is licensed under the terms of the applicable end user license agreement ("EULA") for such software.

2.6 Supported Software EULA. Supported Software is subject to the terms of the applicable EULA. Capitalized terms used but not defined herein will have the meaning assigned to them in the EULA.

2.7 Force Majeure. While NVIDIA will strive to deliver the Support Services as described above, NVIDIA will be excused from delays or nonperformance due to reasons beyond NVIDIA's reasonable control.

3. REGISTRATION

You are responsible for registering the Product and software including Product installation address, as applicable, to receive these Support Services, using the registration instructions within each package, email, or as otherwise directed by NVIDIA. NVIDIA IS NOT OBLIGATED TO PROVIDE THESE SUPPORT SERVICES IF YOU DO NOT COMPLETE REGISTRATION AS STATED HEREIN.

4. TAXES

Payment, as applicable, does not include taxes; if NVIDIA is required to pay sales, use, property, value-added, withholding, or other taxes associated with delivery based on Support Services provided under these Terms, then such taxes shall be billed to and paid by you. Further, you acknowledge that any payment of fees will be made in full without reduction for withholding taxes.

5. WHAT THESE SUPPORT SERVICES DO NOT COVER

These Support Services apply only to unmodified Products used in accordance with NVIDIA's intended use as specifically set forth in NVIDIA's published documentation. NVIDIA does not warrant uninterrupted or error-free operation of the Product, operating systems, or other integrated software. Further, these Support Services do not cover:

- (a) Products that are free from defects in materials or workmanship under normal use and service;

- (b) software, operating systems, applications, services or data installed in the Products that were supplied but not developed by NVIDIA; provided, however, that NVIDIA will make efforts to provide you input with respect to known bugs in the third party components with no commitment to fixes or resolution;
- (c) modifications by you or any third party, modifications made by NVIDIA under a consulting service agreement, and NVIDIA-developed software you obtained outside of the Product even if supplied and developed by NVIDIA;
- (d) configuration of all communication software, unless required for troubleshooting;
- (e) all non-NVIDIA supplied software, hardware and peripherals, and their installation, configuration, validation or compatibility with the Product;
- (f) firmware updates for non-NVIDIA systems, unless required for issue resolution;
- (g) invalid software and hardware configurations;
- (h) your applications and data, or backing up and restoring them;
- (i) repair of system after virus infection other than installation of the operating system to the default NVIDIA factory settings;
- (j) cosmetic damage or normal wear and tear;
- (k) expendable or consumable parts;
- (l) sample Products, free of charge Products, or pre-release Product versions;
- (m) commercial upgrades, except for the hardware upgrade Support Services described above;
- (n) interoperability or compatibility issues that may arise when (i) products, software, or options not supported by NVIDIA are used; (ii) configurations not supported, provided or approved by NVIDIA are used; or (iii) parts intended for one system are installed in another system of different make or model; or (iv) other hardware or non-NVIDIA supplied software is introduced after the time of purchase; or
- (o) defects or damage to the Products arising from or related to: (i) any modifications, alterations, tampering, repair, or servicing by any party other than NVIDIA or its authorized representatives (**see Note 6**); (ii) handling, transit (including the frequent transportation of datacenter Products), storage, installation, testing, maintenance, or use not in accordance with the Product documentation; (iii) abuse, negligence, neglect, accidents, or misuse; (iv) third party hardware, software or malware (e.g., virus, worm); or software loss or data loss that may occur during repair or replacement; (v) fire or spillage of food or liquid, external electrical fault, or any acts of God (such as, but not limited to, lightning), or any other external factor; and
- (p) unnecessary work in NVIDIA's assessment.

Note 6: The Product contains parts that can be easily removed and replaced by you without tampering with or removing the hardware case, and your normal operation of such parts in and out will not void these Support Services. However, these Support Services are void if you tamper with or remove the original hardware case in performing self-service.

6. TERMINATION

NVIDIA will be excused from performing any of its obligations under these Terms up to termination of the Support Services to the extent any such non-performance is attributable to your failure to perform your obligations under these Terms including failure to return RMA Products or parts replaced or pay any invoices from NVIDIA or a reseller in a timely manner.

7. DISCLAIMER OF DAMAGES DUE TO THIRD PARTY PRODUCTS

UNLESS DIRECTLY CAUSED BY NVIDIA'S OWN NEGLIGENCE, NVIDIA IS NOT RESPONSIBLE FOR ANY PRODUCT DAMAGE OR SUPPORT SERVICES ISSUES (INCLUDING, BUT NOT LIMITED TO, THE VOIDING OF A THIRD PARTY PRODUCT SUPPORT) THAT MAY OCCUR BY USING, INTEGRATING OR SUBSTITUTING THE NVIDIA PRODUCT WITH OR INTO A THIRD PARTY PRODUCT.

8. WHAT YOU SHOULD DO IF THERE IS A SUPPORT SERVICES ISSUE

8.1 Support Services Issues. For Support Services issues please contact the NVIDIA Enterprise Support Team, details on how to log issues and request Support Services via the dedicated support portal will be sent by email after registering your Product. You are responsible for keeping your email account updated to receive communications from NVIDIA. You may only return non-conforming Product upon written approval of NVIDIA and after you have received a written RMA from NVIDIA. All returned Products must be identified with an RMA number validly issued by NVIDIA. If, during the Support Services period: (i) you are eligible for a Product replacement or repair under these Terms, and (ii) you notify NVIDIA in writing of the nature of the repair and return the Product to NVIDIA in accordance with these Terms, NVIDIA will at its own expense and as its sole obligation and as your sole and exclusive remedy under these Terms, use commercially reasonable efforts to: (i) repair or replace the non-conforming Product, or (ii) if after a reasonable opportunity to cure NVIDIA determines in its reasonable discretion that it cannot repair or replace the non-conforming Product, then NVIDIA will issue a credit equal to 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 applicable Product.

Any such repair or replacement will not extend the original Support Services period. NVIDIA may, at its sole discretion, use new or refurbished parts or units for Product repairs under these Support Services.

8.2 Product Technical Support. For Product Technical Support during your Support Services period, you will be permitted to designate in writing to NVIDIA up to four designated users, which list of designated users may be updated by you at any time by written notice to NVIDIA (which may include notice by email or other electronic transmission). NVIDIA will provide Technical Support Services to such designated users via a dedicated Support Services portal that allows the designated user(s) to make Support Service requests for the Product through the dedicated Support Services portal. You acknowledge that NVIDIA may discuss Product specifications, design, manufacture, assembly and/or testing with its suppliers.

8.3 Designated User. You agree to provide through designated users such information, and/or access to resources as NVIDIA may reasonably require to deliver Support Services, as applicable, including, without limitation, access via the internet or via direct modem or VPN connection to relevant servers, access to your facilities and the Product for requested on-site visits, and/or access to, and assistance of, your personnel who possess information required by NVIDIA to perform its obligations hereunder. As examples, as reasonably requested by NVIDIA you will (i) identify the correct Product version(s) to which a potential Support Services issue relates, (ii) provide the documentation and assistance necessary to demonstrate and diagnose each potential Support Services issue, including providing necessary test cases that NVIDIA can reproduce, (iii) provide remote system access for NVIDIA to replicate potential errors, and (iv) provide embedded diagnostic information associated with the Product.

9. 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 the Support Services.

10. YOUR SOFTWARE AND DATA

You are responsible for the security, backup and reinstallation of your software and data at all times. You understand that it will be your responsibility to remove, as you deem appropriate, software and data before receiving Support Services for a Product or before returning a Product to NVIDIA on a temporary or permanent basis. In addition, software installed or in use may be unable to run or function in the same manner after the delivery of Support Services or Products and data may no longer be present. YOU ACKNOWLEDGE THAT AFTER RECEIVING SUPPORT SERVICES OR PRODUCTS, THE PRODUCT MAY NOT BE CAPABLE OF BEING RESTORED TO ITS ORIGINAL CONDITION AND THAT SOFTWARE MAY BE AFFECTED. FURTHER, YOU UNDERSTAND THAT DATA FROM SUCH SOFTWARE THAT YOU CREATE OR CHANGE WHILE RECEIVING SUPPORT SERVICES OR PRODUCTS MAY BE INCAPABLE OF BEING RESTORED OR RECOVERED. NVIDIA SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF YOUR ELECTIONS TO LEAVE OR REMOVE SOFTWARE AND DATA FROM THE PRODUCT.

11. PERSONAL INFORMATION

To obtain Support Services, you or a representative of your entity will need to register and create an account with NVIDIA and become a registered user. When creating an account, the registrant will be required to provide certain information and establish a username and a password. NVIDIA reserves the right to suspend or terminate an account if any information provided is inaccurate, 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. For more information on how NVIDIA handles data from NVIDIA enterprise customers, please visit NVIDIA's Privacy Policy at: <https://www.nvidia.com/en-us/about-nvidia/privacy-policy/>.

12. DISCLAIMER OF WARRANTY

NVIDIA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING FROM THESE SUPPORT SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO INFORMATION OR ADVICE GIVEN BY NVIDIA, A RESELLER OR ANY OTHER PARTY SHALL IN ANY WAY INCREASE THE SCOPE OF ANY SUPPORT SERVICES EXPRESSLY PROVIDED HEREIN.

NVIDIA PRODUCTS ARE NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN CONNECTION WITH THE DESIGN, CONSTRUCTION, MAINTENANCE, AND/OR OPERATION OF ANY SYSTEM WHERE THE USE OR A FAILURE OF SUCH SYSTEM COULD RESULT IN A SITUATION THAT THREATENS THE SAFETY OF HUMAN LIFE OR SEVERE

PHYSICAL HARM OR PROPERTY DAMAGE (INCLUDING, FOR EXAMPLE, USE IN CONNECTION WITH ANY AVIONICS, LIFE SUPPORT OR OTHER CRITICAL APPLICATION). NVIDIA EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH HIGH-RISK USES. NVIDIA SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY, IN WHOLE OR IN PART, FOR ANY CLAIMS OR DAMAGES ARISING FROM SUCH USE.

13. LIMITATION OF LIABILITY

13.1 DISCLAIMER OF DAMAGES. IN NO EVENT SHALL NVIDIA BE LIABLE FOR ANY (I) INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR (II) DAMAGES FOR THE (A) COST OF PROCURING SUBSTITUTE GOODS OR SUPPORT SERVICES (B) LOSS OF PROFITS, LOSS OF TECHNOLOGY, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PRODUCTION OR USE, OR BUSINESS INTERRUPTION, OR GOODWILL ARISING OUT OF OR IN CONNECTION WITH THESE SUPPORT SERVICES WHETHER BASED ON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 DAMAGES CAP. 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 SUPPORT SERVICES PROVIDED UNDER THESE TERMS, SHALL 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 SUPPORT SERVICES UPON WHICH LIABILITY IS BASED. THESE LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM BREACH OF CONTRACT, WARRANTY, TORT, INDEMNITY, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE LOSS OR DAMAGE OR IF THE LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. YOU ACKNOWLEDGE THAT NVIDIA HAS SET ITS PRICES AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THESE TERMS WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

14. GOVERNING LAW; JURISDICTION

These Terms will be governed in all respects by the laws of the United States and of the State of Delaware as those laws are applied to contracts entered into and performed entirely within Delaware, without regard to the conflicts of laws principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. The state and/or federal courts residing in Santa Clara County, California will have exclusive jurisdiction over any dispute or claim arising out of these Terms. The invalidity in whole or in part of any provision of these Terms and the RMA policy, will not affect the validity of any other provision thereof.

15. DEFINITIONS

- i. "Error(s)" means a reproducible defect, problem, logical error or bug in the Product or Supported Software that constitutes a failure to comply substantially with the applicable documentation and is reported using standard NVIDIA procedures.
- ii. "Error Correction(s)" means adapting, re-configuring, or reprogramming the Supported Software to correct the Error(s).
- iii. "Maintenance" means security patch(es), Error Correction(s) and Workaround(s) to the Supported Software made available by NVIDIA in its sole discretion and on a "when and if generally made available" basis to its other commercial customers of the Supported Product who have the same Supported Product version under a Service contract with NVIDIA that specifically includes "Maintenance". Maintenance may include revisions to documentation.
- iv. "Services" means any combination of the services described in these Terms, and "Service" means any one service described in these Terms.
- v. "Service Term" means the service term for the ordered Support Services for the applicable Supported Product.
- vi. "Supported Product" means the supported Product or Supported Software, as applicable, under an active Service Term.
- vii. "Supported Software" means the supported NVIDIA Networking operating system or supported software provided in conjunction with a particular Supported Product on the list maintained by NVIDIA and made available to you that is under an active NVIDIA license or subscription.
- viii. "Technical Support" means the provision of telephone or web-based technical assistance to questions from designated users related to the (a) installation of the Product or Supported Software, and (b) use and operation of the Product or Supported Software, including basic instruction or assistance related to functional Errors in the Supported Software.

ix. “Updates” means those modifications to the Supported Software other than Maintenance made available by NVIDIA in its sole discretion and on a “when and if generally made available” basis to its other commercial customers of the Supported Software who have the same Supported Software version under a Service contract with NVIDIA that specifically includes “Updates” and that is indicated by NVIDIA as being an update by means of a change in the digit to right of first decimal point (e.g., version 5.0 to version 5.1).

x. “Upgrades” means those modifications to the Supported Software other than Maintenance made available by NVIDIA in its sole discretion and on a “when and if generally made available” basis to its other commercial customers of the Supported Software who have the same Supported Software version under a Service contract with NVIDIA that specifically includes “Upgrades” and that is indicated by NVIDIA as being an upgrade by means of a change in the digit to left of first decimal point (e.g., version 5.0 to version 6.0).

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

16. CHANGES TO SUPPORT SERVICES TERMS AND CONDITIONS

If NVIDIA makes changes to these Terms, then NVIDIA will present such revised terms and conditions to you by posting an updated version generally on the Product website page, through the Support Services portal, in an email notification or through other reasonable means. The new Service terms will apply to you, provided they apply to customers generally and do not single you out.

17. NVIDIA CONTACT INFORMATION

For additional information about these Support Services, please contact enterpriseservices@nvidia.com.