

**END USER LICENSE AGREEMENT**  
**Release Date: April 13, 2016**

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## **9. CONSENT TO COLLECTION AND USE OF INFORMATION.**

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10.4 Audit. During the term of the AGREEMENT and for a period of three (3) years thereafter, you will (a) upon written request no more frequently than on a semiannual basis provide to NVIDIA a written statement declaring the Licensed Software products and quantities in use within your Enterprise, and (b) maintain complete and accurate books and records regarding use of the Licensed Software and your performance and administration of the AGREEMENT. During such period and upon written notice to you, NVIDIA or its authorized third party auditors subject to confidentiality obligations will have the right to inspect and audit your Enterprise books and records for the purpose of confirming your compliance with the terms of the AGREEMENT. Any such inspection and audit will be conducted during regular business hours, in a manner that minimizes interference with your normal business activities, and no more frequent than annually unless non-compliance was previously found. If such an inspection and audit reveals an underpayment of any amounts payable to NVIDIA, then you 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 for the period audited and/or such an inspection and audit reveals a material non-conformance with the terms of the AGREEMENT, then you will also pay NVIDIA's reasonable costs of conducting the inspection and audit. Further, you agree that the party delivering the Licensed Software to you may collect and disclose to NVIDIA (subject to confidentiality obligations) information for NVIDIA to verify your compliance with the terms of the AGREEMENT including (without limitation) information regarding your usage of the Licensed Software.

10.5 Governing Law; Jurisdictions. This EULA will be governed by and construed in accordance with the laws of the United States and the State of Delaware as those laws are applied to contracts entered into and performed entirely within Delaware by Delaware residents, without regard to the conflicts of law provisions thereof. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under the AGREEMENT will be brought exclusively in the federal courts located in the Northern District of California or the state courts located in Santa Clara County and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

10.6 Indemnity. You agree to defend, indemnify and hold harmless NVIDIA and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, fines, restitutions and expenses (including but not limited to attorney's fees and costs incident to establishing the right of indemnification) arising out of or related to you and your Enterprise, and their respective employees, contractors, agents, officers and directors: (i) use of a Licensed Software in a Critical Application; (ii) violation of any third party right, including without limitation any right of privacy or Intellectual Property Rights; (iii) failure to comply with any applicable export and import laws, rules or regulations; or (iv) negligence or willful misconduct.

10.7 Nonexclusive Remedy. Except as expressly set forth in the AGREEMENT, the exercise by either party of any of its remedies under the AGREEMENT will be without prejudice to its other remedies under the AGREEMENT or otherwise.

10.8 Injunctive Relief. The parties agree that a breach of any of the promises or agreements contained in the AGREEMENT may result in irreparable and continuing injury for which monetary damages would not be an adequate remedy and therefore the parties are entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

10.9 Conflicts; Order of Precedence. Any printed or other terms and conditions on an Order or similar order document conflicting with and/or in addition to the terms and conditions of the AGREEMENT or its exhibits and addenda are null, void, and invalid. In the event of a conflict or inconsistency between any exhibit and the AGREEMENT, the conflict or inconsistency shall be resolved in favor of the AGREEMENT.

10.10 Waiver. The failure by either party to enforce its rights under the AGREEMENT at any time for any period will not constitute a waiver of future enforcement of that right or any other right. Any waiver will be effective only if in writing and signed by duly authorized representatives of each party.

10.11 Severability. If for any reason a court of competent jurisdiction finds any provision of the AGREEMENT invalid or unenforceable, that provision of the AGREEMENT will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the other provisions of the AGREEMENT will remain in full force and effect.

10.12 U.S. Government Legend. You agree and certify that you will comply with all laws, regulations, rules, and other requirements applicable to transaction(s) with any government(s) occurring pursuant to the AGREEMENT and all related matters. The Licensed Software has been developed entirely at private expense and is "commercial items" consisting of "commercial software" and "commercial software documentation" provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in the agreement under which Licensed Software was obtained pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is NVIDIA, 2701 San Tomas Expressway, Santa Clara, CA 95050.

10.13 Force Majeure. Neither party will be responsible for any failure or delay in its performance under the AGREEMENT (except for any payment obligations) to the extent due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, war, earthquake, environmental conditions, governmental action, acts of civil or military authority, riots, wars, sabotage, strikes, compliance with laws or regulations, strikes, lockouts or other serious labor disputes, or shortage of or inability to obtain material or equipment for so long as such event of force majeure continues in effect.



10.14 Relationship of Parties. Each party acknowledges and agrees that the other is an independent contractor in the performance of the AGREEMENT, and each is solely responsible for all of its employees, agents, contractors, and labor costs and expenses arising in connection therewith. The parties are not partners, joint ventures or otherwise affiliated, and neither has any authority to make any statements, representations or commitments of any kind to bind the other without the prior written consent of the other party.

10.15 Export Control. You acknowledge that the Licensed Software, technology and related documentation described under the AGREEMENT are subject to the U.S. Export Administration Regulations (EAR) and economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). You agree to comply with the EAR and OFAC regulations and all applicable international and national export and import laws. You agree not to export or re-export the Licensed Software, technology and related documentation to any destination requiring an export license or other approval under the EAR or OFAC regulations otherwise without first obtaining such export license or approval and NVIDIA's permission. You will not, without prior governmental authorization, export or re-export NVIDIA Licensed Software, technology and related documentation, directly or indirectly, (i) to any end-user whom you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; (ii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (iii) to any countries that are subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria and the Region of Crimea).

10.16 Entire Agreement. This EULA, including the terms of the exhibits below and any EULA Supplements incorporated hereto, Orders and a life critical applications agreement entered into by the parties (if applicable) constitute the entire agreement with respect to the subject matter hereof and supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of the AGREEMENT and all past dealing or industry custom. Any notice delivered by NVIDIA to you under the AGREEMENT will be delivered via mail, email or fax.

**Exhibit A**  
**NVIDIA Software Service Terms and Conditions**

**1. SCOPE.** If your Order indicates that NVIDIA will directly provide Technical Support, Maintenance, Updates and/or Upgrades for the Supported Software licenses you purchased, then NVIDIA agrees to provide the below services to the Supported Software based on the Service Subscription purchased during the applicable Service Term, solely on Certified System(s) operating the Supported Software, and solely for the Supported OSs.

The services described in this exhibit are provided by NVIDIA to you in accordance with the terms and conditions of the AGREEMENT and this Exhibit A. Further, the below services are provided by NVIDIA to you in accordance with the then-current Service Subscription plan(s) available for the particular Supported Software. NVIDIA may update the scope of services under the Service Subscription plan you purchased and any such modifications are binding on you, provided that such modifications apply to customers generally and do not single you out.

**2. SERVICES.**

**2.1 Technical Support.** If your Service Subscription for a Supported Software includes Technical Support, subject to payment of applicable Service Fees NVIDIA will make available to you Technical Support for such Supported Software during the Service Term.

You will be permitted to designate in writing to NVIDIA Designated Users for purposes of obtaining Technical Support from NVIDIA, 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 to such Designated Users via a dedicated support portal that allows the Designated User(s) to make Support Issue requests for the Supported Software through the dedicated support portal. Notwithstanding NVIDIA's confidentiality obligations under the AGREEMENT, you hereby grant NVIDIA permission to discuss your Support Issues with the third party from which the system was purchased for the purpose of resolving the Support Issue, including sharing with such third party any relevant information (including, for the avoidance of doubt, Confidential Information) that would be useful in assisting with such resolution.

**Support Issue Response and Resolution:** A Designated User identified as a site manager shall prioritize Support Issues by ranking them in a queue order (the "Support Issue Ranking"). For potential Support Issues filed by a Designated User, NVIDIA will use commercially reasonable efforts to analyze each such potential Support Issue to determine if it qualifies as a Support Issue. NVIDIA shall issue a Response to all potential Support Issues filed within the Response time indicated for your Technical Support plan purchased. Such Response will indicate one or more of the following: (a) acceptance of the request as a Support Issue; (b) request for further information; and/or (c) notification that such potential Support Issue does not qualify as a Support Issue receiving service coverage under this Exhibit A. For Support Issues of type (c) that NVIDIA determines do not qualify as a Support Issue (and for potential Errors that do not require Error Correction), NVIDIA shall provide you with one or a combination of the following:

- (i) a statement with supporting detail that the Supported Software operates as described in its then-current applicable Documentation;
- (ii) a statement with supporting detail that the test case/Support Issue was not reproducible by NVIDIA on a Certified System;
- (iii) a statement with supporting detail that the potential Error arises because you used the Supported Software in a manner not intended for such Supported Software design or because you modified or otherwise altered the Supported Software outside of the scope of the applicable license or Documentation; or
- (iv) a statement with supporting detail that the potential Support Issue arises because (y) you and/or the Designated User reporting such Support Issue did not use the Supported Software in the manner set forth in the applicable Documentation; or (z) potential Support Issues are filed on clusters that do not contain Certified Systems.

You may then fix the test case and/or supplement documentation and assistance before resubmitting a potential Error.

**Support Issue Prioritization:** During the Service Term, for the Support Issue currently ranked highest in the Support Issue Ranking (the "Active Support Issue"), NVIDIA shall use commercially reasonable efforts to address and provide resolution for such Active Support Issue, until the earlier of: (a) resolution of such Active Support Issue; or (b) reprioritization of the Support Issue Ranking (by reordering Support Issues on the Support Issue Ranking). The Support Issue Ranking order may be changed by a Designated User identified as a site manager up to once every seven (7) days.

2.2 **Maintenance.** If your Service Subscription for a Supported Software includes Maintenance, subject to payment of applicable Service Fees NVIDIA will make available to you the Maintenance associated with such Supported Software during the Service Term.

2.3 **Updates.** If your Service Subscription for a Supported Software includes Updates, subject to payment of applicable Service Fees NVIDIA will make available to you the Updates associated with such Supported Software during the Service Term.

2.4 **Upgrades.** If your Service Subscription for a Supported Software includes Upgrades, subject to payment of applicable Service Fees NVIDIA will make available to you the Upgrades associated with such Supported Software during the Service Term.

2.5 **Service Subscription Reinstatement.** If you elect not to renew certain Service Subscriptions and later you desire to re-enroll to receive such services, you must pay with respect to the services being reinstated at the then-current rates: (a) Service Fees for the period between the last expiration of the Service Subscription and until commencement of the new Services Subscription, (b) Service Fees for the new Services Subscription, for the Service Term, and (c) the applicable reinstatement fees in addition to Service Fees under (a) and (b). Service Subscription re-enrollment is subject to availability of the Service Subscription plans at the time of ordering and software version restrictions.

2.6 **Purchase Requirements.** You shall (a) purchase the initial Service Subscription for a Supported Software only for the most current generally available version of the Supported Software, and (b) initially purchase and renew Service Subscriptions for all of your licenses of a Supported Software.

2.7 **Service Availability.** The Service Subscription plans will indicate the types of Exhibit A services that are available for Supported Software during the General Support Period and the Extended Support Period. NVIDIA may, at its sole discretion, decide that a Supported Software version has reached the end of the Extended Support Period. NVIDIA is not obligated to provide any services under this Exhibit A for a Supported Software version after the end of the Extended Support Period. NVIDIA is not obligated to initiate or renew any Service Subscription if such Service Subscription is no longer made generally available by NVIDIA to its customers.

**3. EXCLUSIONS.** You shall not request, and NVIDIA shall not provide Exhibit A services under the AGREEMENT related to:

- (a) errors in your own or your licensors' products that are not due to Errors in the Supported Software;
- (b) service necessary due to accident, catastrophe, or negligence of your users, or due to operator error, improper use of the Supported Software or attempted support by unauthorized persons;
- (c) causes external to the Supported Software, including weather conditions, air conditioning and humidity control, faulty electrical power, hardware failure, misuse, neglect, damage or use of the Supported Software with hardware or software not supplied or recommended by NVIDIA;
- (d) your use of the Supported Software outside of the scope permitted under the AGREEMENT or your failure to implement Maintenance, Updates or Upgrades supplied by NVIDIA which would correct the Error and were previously made available by NVIDIA;
- (e) modifications to the Supported Software made by you or on your behalf, or any modifications made by any third party without NVIDIA's authorization;
- (f) use of the Supported Software that deviates from the operating procedures, indicated supported operating systems and any other specifications indicated in the Documentation;
- (g) to the extent the provision thereof would violate NVIDIA's obligations to its third party licensors and suppliers with respect to such third parties' intellectual property;
- (h) your combination of the Supported Software with other products or technologies not provided by NVIDIA; or
- (i) Supported Software or services provided free of charge.

Further, Exhibit A services under the AGREEMENT do not include any enhancement(s) or addition(s) to the Supported Software beyond Maintenance, Updates and Upgrades.

**4. YOUR SERVICE RESPONSIBILITIES.** In order for NVIDIA to deliver the Exhibit A services to you hereunder, you agree that:

- (a) you are responsible for procuring, installing and maintaining all equipment and obtaining all consents for other software and other hardware necessary to operate the Supported Software;
- (b) your failure to deploy a Maintenance, Update or Upgrade available to you as promptly as possible may render the applicable Supported Software non-operable or non-conforming to the later Documentation provided by NVIDIA and you assume all risks and liability arising therefrom;

(c) you shall further provide through Designated Users such information, and/or access to your resources as NVIDIA may reasonably require in order to provide services, including, without limitation, access via the internet or via direct modem or VPN connection to relevant servers, minimally intrusive access to your facilities, and/or access to, and assistance of, your personnel who possess information required by NVIDIA for purposes of performing its obligations hereunder. As examples, as reasonably requested by NVIDIA you shall (i) identify the correct version(s) of Supported Software to which a potential Support Issue relates, (ii) provide the documentation and assistance necessary to demonstrate and diagnose each potential Support Issue, including providing necessary test cases that NVIDIA can reproduce on a Certified System, (iii) provide remote system access for NVIDIA to replicate potential Errors, and (iv) provide embedded diagnostic information associated with the Supported Software;

(d) When you use Maintenance, Update or Upgrade, access to a new product version does not change the number of authorized licenses you have for the Supported Software and you shall discontinue use of the prior version as necessary to maintain your authorized number of licenses;

(e) you will appoint as Designated Users only those of your employees who have reasonably appropriate technical backgrounds and skills. You may remove or replace any of the Designated Users at any time during a Service Term upon written notice to NVIDIA; and

(f) you will appoint, at NVIDIA's request, designated service and engineering contacts for service issue escalations.

NVIDIA shall 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 this section.

**5. SERVICE FEES; PAYMENT TERMS.** When you purchase Exhibit A services directly from NVIDIA the following applies: Service Fees for the Service Subscriptions are set forth in the associated Order and are payable pursuant to the terms of such Order. Unless otherwise expressly indicated in an Order, Service Fees will be invoiced upon your purchase and are payable net thirty (30) days of the invoice date. All Service Fees are non-refundable. All payments will be made in U.S. Dollars. The Service Fees do not include any taxes, duties or similar charges. If NVIDIA is required to pay sales, use, property, value-added or other taxes based on the payments provided in the AGREEMENT and if NVIDIA is required to collect and remit such taxes, then such taxes shall be billed to and paid by you or your reseller, unless NVIDIA receives a valid exemption or resale certificate. If you are not billed the applicable tax under the Order, then it is your responsibility to properly remit the tax directly to the applicable tax jurisdiction. Further, you acknowledge that the payments to NVIDIA under the AGREEMENT shall be made in full without reduction for withholding taxes, if applicable. This section shall not apply to taxes based on NVIDIA's net income or payroll taxes. All amounts not paid when due will accrue interest (without the requirement of a notice) at the lower of 1.5% per month or the highest rate permissible by law until the unpaid amounts are paid in full. If payment of any Service Fee is overdue, NVIDIA reserves the right to suspend or terminate Exhibit A services, in addition to any other remedies it may have, until the payment delinquency is corrected. Payment obligations survive any expiration or termination of the AGREEMENT and upon expiration or termination of the AGREEMENT any amounts owed to NVIDIA will be due and payable immediately on the effective date of expiration or termination, even if longer terms had been provided previously.

## 6. DEFINITIONS

6.1 "Certified Systems" means Supported OS platforms, corresponding hardware platforms, third party software and configuration details appearing on a list maintained by NVIDIA and made available to you, or as otherwise approved by NVIDIA.

6.2 "Day(s)" (only when capitalized) means 8:00 AM - 5:00 PM, Pacific Time, Monday through Friday, excluding U.S. public holidays. All other usage of "day" or "days" means calendar days.

6.3 "Designated User" means the individual(s) designated by you as the technical contact(s) who may file and engage with NVIDIA on Technical Support.

6.4 "Error(s)" means a reproducible defect, problem, logical error or bug in the Supported Software that constitutes a failure to comply substantially with the applicable Documentation and is reported using standard NVIDIA procedures.

6.5 "Error Correction(s)" means adapting, re-configuring, or reprogramming the Supported Software to correct the Error(s).

6.6 "Extended Support Period" means the period of time starting upon general availability of the next Upgrade version of a Supported Software product, and until the product reaches the product cycle milestone when Service Subscriptions are no longer made generally available for customers of the product (also referred to as the "end of life" milestone), which milestone is at NVIDIA's sole discretion.

6.7 "General Support Period" means the period of time between general availability of one Upgrade version of a Supported Software product, and until the immediately following general availability of the next Upgrade version of the same product.

6.8 "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 Software who have the same Supported Software version under a Service Subscription contract with NVIDIA that specifically includes "Maintenance". Maintenance may include revisions to Documentation.

- 6.9 “Response” means NVIDIA’s initial acknowledgment of a Technical Support request filed by a Designated User.
- 6.10 “Service Fee(s)” means the fees for the purchased Service Subscriptions, as applicable for each Order.
- 6.11 “Service Subscription” means the particular services described in this Exhibit A that you purchased from NVIDIA or a NVIDIA authorized reseller, which will be some combination of the following: (i) Technical Support, (ii) Maintenance, (iii) Updates, and/or (iv) Upgrades.
- 6.12 “Support Issue(s)” means the Technical Support requests filed by Designated Users hereunder that relate to the Supported Software.
- 6.13 “Supported OS” means the supported operating system(s) listed in conjunction with a particular Certified System on the list maintained by NVIDIA and made available to you.
- 6.14 “Supported Software” means the Software installed on your premises that are under a current and valid license and for which you purchased Service Subscriptions, and does not include any modifications made by you or a third party on your behalf, any modifications to the Supported Software made by NVIDIA pursuant to a consulting services agreement or any portion of the Software not developed by NVIDIA.
- 6.15 “Service Term” means the duration of the Service Subscription, as set forth in an Order.
- 6.16 “Technical Support” means the provision of telephone or web-based technical assistance by qualified NVIDIA personnel to questions from Designated Users related to the installation, use and operation of the Supported Software, including basic instruction or assistance related to functional Errors in the Supported Software.
- 6.17 “Updates” means those modifications to the Supported Software other than Maintenance deliverables 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 Subscription 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). Updates may include revisions to Documentation.
- 6.18 “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 Subscription 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). Upgrades may include revisions to Documentation.
- 6.19 “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.

**Exhibit B**  
**Enterprise Software Licensing Parameters**

A. By duration:

- (i) “Perpetual License” means a license that is exclusive of any Services, provided that NVIDIA may further require the additional purchase of certain Services for a minimum period. After the expiration of Services you retain the right to use a perpetual license at the last-supported level subject to the terms of the AGREEMENT.
- (ii) “Subscription License” means a license with a fixed duration and inclusive of certain Services for the duration of the license. You may have the option to purchase additional Services for the duration of the subscription license, based on NVIDIA’s then-current Service offerings available for the Software.

B. By other licensing parameters:

- (i) As a Cloud Subscription, as described in the EULA and further described in a Supplement.
- (ii) “Concurrent Users License” or “CCU” means a license that allows for concurrent Authorized Users to access or use the Software, provided that the simultaneous number of Authorized Users does not exceed the maximum number of CCUs authorized under the license.
- (iii) “HPC Cluster License” means a Floating License that enables the use of a Licensed Software on a single computing machine that takes the form of a multi-user, multi-node compute cluster. The cluster is composed of multiple compute nodes but is managed, accessed, and used as a single entity. If you decommission a cluster you may use the HPC Cluster License in another cluster within a five mile radius of the decommissioned cluster, for the remainder of the license duration. Temporarily aggregated computing units and cloud resources are not considered to be HPC Clusters for the purpose of this license type.
- (iv) “Named User License” is a license that may only be used by a single named Authorized User and that the named Authorized User may not re-assign or share with any other party (including, without limitation, other Authorized Users); provided, however, that if the named Authorized User is no longer employed by your Enterprise or no longer requires any access to the Licensed Software as part of their job function, you may re-assign the named user license to a new named Authorized User. You shall track the names and the access period of individuals in conjunction with the use of Named User Licenses.
- (v) “Node Locked License” is a license that may only execute and run on the node (i.e., the specific machine) where the Licensed Software is installed and may be accessed only by an Authorized User that is physically present at such node. Further, a node locked license may only be used by one Authorized User at a time running one instance of the License Software at a time.
- (vi) “Floating License” is a network license that allows multiple Authorized Users to request access to the license from any machine that can access the host license server, and where a license manager is employed to allocate usage based on availability the number of licenses hosted by the server to Authorized Users.
- (vii) “Per GPU License” means a Floating License that enables machines located within a five (5) mile radius to request access to the Licensed Software from the host license server. Each machine may have one or more GPUs, and a license is required per each GPU.

## **GRID SUPPLEMENT TO END USER LICENSE AGREEMENT**

**Release date: May 27, 2016**

The terms set forth in this GRID Supplement (“Supplement”) govern your use of the NVIDIA Licensed Software within the GRID family of software products (the “GRID Licensed Software”) under the terms of your end user license agreement (“EULA”) as modified by this Supplement. This Supplement is an exhibit to the EULA and is hereby incorporated as an integral part thereto. Capitalized terms used but not defined herein shall have the meaning assigned to them in the EULA. In the event of conflict between the terms in this Supplement and the terms in the EULA, this Supplement shall control.

**1. LICENSING TERMS.** Under a GRID Licensed Software virtual desktop Software license the Authorized Users are licensed to access virtual desktops, while under a GRID Licensed Software virtual application Software license the Authorized Users are licensed to access only remote desktop session host (RDSH) based applications and desktops.

**2. EXPIRATION OF TERMINATION OF THIS SUPPLEMENT.** Your failure to comply with the terms of this Supplement is ground for termination for breach by NVIDIA under the EULA. This Supplement will automatically expire or terminate upon the expiration or termination of your rights to GRID Licensed Software under the EULA.

## AmgX SUPPLEMENT TO END USER LICENSE AGREEMENT

Release date: May 20, 2016

The terms set forth in this AmgX Supplement (“Supplement”) govern your use of the NVIDIA Licensed Software within the AmgX family of software products (the “AmgX Licensed Software”) under the terms of your end user license agreement (“EULA”) as modified by this Supplement. This Supplement is an exhibit to the EULA and is hereby incorporated as an integral part thereto. Capitalized terms used but not defined herein shall have the meaning assigned to them in the EULA. In the event of conflict between the terms in this Supplement and the terms in the EULA, this Supplement shall control.

**1. LICENSING TERMS.** A Node Locked License for AmgX Licensed Software is appropriate for use of AmgX Licensed Software on a desktop computer, a laptop, notebook or desk-side tower computer. For use of AmgX Licensed Software on a rack-mounted shared-use server, virtual machine, in the cloud, or with any kind of multi-node cluster computer other license type(s) are available. Further, AmgX Licensed Software is priced based on the usage models described below. You shall obtain a license that correctly reflects your use of the AmgX Licensed Software.

**Developer Use** licenses are for Authorized Users use in the context of development of software code including, without limitation, the development of an application, library, or framework. In this context, the developer uses the AmgX Licensed Software by calling functionality in the AmgX Licensed Software through its application programming interface (API). The term development as used in this section includes compiling, linking, running, testing, profiling and debugging software code.

**Production Use** licenses are for Authorized Users use in the context of running an application that calls into, links, loads, or includes the AmgX Licensed Software and for any other use cases that do not fit within the Developer Use license description above.

**2. EXPIRATION OF TERMINATION OF THIS SUPPLEMENT.** Your failure to comply with the terms of this Supplement is ground for termination for breach by NVIDIA under the EULA. This Supplement will automatically expire or terminate upon the expiration or termination of your rights to AmgX Licensed Software under the EULA.