

NVIDIA GRID SOFTWARE SERVICE SUPPLEMENTAL TERMS

Updated Dec 1st, 2016

These NVIDIA GRID Software Service Supplemental Terms (“Supplemental Terms”) apply for Your agreements that expressly indicate that NVIDIA will directly provide services to You in relation to Your use of certain NVIDIA GRID software products installed on Your premises (hereinafter, the “NVIDIA Software”).

Certain capitalized terms, if not otherwise defined elsewhere in these Supplemental Terms, shall have the meanings set forth in the applicable end user license agreement that governs the use of the NVIDIA Software.

Subject to general availability to NVIDIA customers, the following services (collectively “Services”) may be available for purchase by You of NVIDIA Software versions 2.0 and beyond, pursuant to an Order, during the Support Period:

	NVIDIA GRID SUMS
Maintenance releases	Available
Updates	Available
Upgrades	Available
Maintenance, Updates and Upgrades Access Period	3 years from General Availability
Access	Web, e-mail, or phone (English only)
Online Access	GRID E-Mail Support Alias GRID Support Portal
Phone Hours	8am-5pm during business days
Knowledgebase	Available

Please refer to the information available at the URL <http://www.nvidia.com/object/grid-support.html> (as applicable), for additional information regarding the Basic and Production Service levels.

Services Site Manager; Designated Users: You shall designate up to two individuals to act as a principal point of contact between the Parties for all Service purposes, and shall provide written notice of the

same to NVIDIA (the "Services Site Manager"). You may substitute other personnel for such designee at any time upon written notice to NVIDIA. The Services Site Manager is the sole

individual(s) who may set priorities with NVIDIA for Support Issues, including assigning Designated Users and setting/changing the Support Issues Ranking. The Services Site Manager shall appoint Designated Users who shall have direct contact with NVIDIA and only such Designated Users shall have the right to file Support Issues or contact NVIDIA directly regarding Support Issues. You may only appoint as Designated Users Your employees who have reasonably appropriate technical background and skills in the Supported Software. You may remove or replace any of the Designated Users at any time during the Service Term upon written notice to NVIDIA. NVIDIA shall have no obligation to provide Services, by any means, to any entity or individual other than the Services Site Manager(s) and Designated User(s).

Support Limitations: Unless otherwise agreed by the Parties, NVIDIA shall have no obligation to provide Services (i) resulting from use of the Supported Software other than according to the terms of relevant end user license agreement covering such Supported Software; or (ii) 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.

Support Issue Reporting: NVIDIA will maintain a Dedicated Support Portal that allows the Designated User(s) to make Support Issue requests for the Supported Software; Designated Users may only make Support Issue requests through the Dedicated Support Portal.

Technical Support: The Services Site Manager shall prioritize Support Issues by ranking them in a queue order (the "Support Issue Ranking"). For potential Support Issues filed by Designated Users through the Dedicated Support Portal, 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 by Designated Users within the Guaranteed Response Time. 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 Services coverage hereunder.

For Support Issues of type c) above 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:

a) a statement with supporting detail that the Supported Software operates as described in its then-current applicable documentation or specification;

b) a statement with supporting detail that the test case/Support Issue was not reproducible by NVIDIA on a Certified System;

c) 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, documentation, or specifications; and/or

d) a statement with supporting detail that the potential Support Issue arises because (i) You and/or the Designated User reporting such issue did not use the Supported Software in the manner set forth in the

applicable documentation; or (ii) potential Support Issues are filed on clusters that do not contain Certified Systems.

You may then fix the test case or supplement documentation and assistance set forth below before resubmitting a new potential Error.

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;
- b) reprioritization of the Support Issue Ranking by You (by reordering Support Issues on the Support Issue Ranking);

The Services Site Manager may change the Support Issue Ranking order up to once every seven (7) days.

Certified Systems Supported: NVIDIA Software versions 2.0 and beyond is supported on certain Certified Systems as described at the URL <http://www.nvidia.com/object/grid-certified-servers.html>.

General: The following applies to Services:

- a) When You purchase a Service Subscription plan for a certain NVIDIA Software, all of Your licenses to such NVIDIA Software must be enrolled in the same Service Subscription plan.
- b) NVIDIA is not obligated to provide any Service to You if such Service is no longer made generally available by NVIDIA to customers of the same NVIDIA Software version.
- c) NVIDIA shall only be obligated to provide Services for the latest version of the NVIDIA Software; and
- d) In the event You fail to pay Service Fees when due NVIDIA reserves the right to interrupt or terminate Services, in addition to any other remedies NVIDIA may have at law or equity.

These terms apply to customers that obtain Services for NVIDIA Software directly from NVIDIA. If You contracted with a third party to receive services for NVIDIA Software, then the service terms between You and the third party service provider shall govern. NVIDIA may update these Supplemental Terms by providing You with a copy of, or written notice of availability of, new Supplemental Terms and any modifications are binding on You, provided that such modification apply to customers generally and do not single You out.