

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 TAM services for the NVIDIA products described below to the end user customer (“you”) upon purchase from NVIDIA or a NVIDIA authorized reseller (“Reseller”).

TAM SERVICES

“Product” means NVIDIA hardware, NVIDIA licensed software or other NVIDIA assets that NVIDIA agrees to support as described below. As examples of NVIDIA product families: NVIDIA vGPU software licenses, DGX products, RTX Server products, and NVIDIA Mellanox networking products. NVIDIA will maintain the list of Products for which TAM Services are available and update the list from time to time.

Under these terms and conditions, based on your purchase of a standard or premium service plan, NVIDIA will provide the following TAM services (“TAM Services”) for the applicable Products during the applicable service term:

I. For Standard and Premium TAM Services customers:

- A NVIDIA support engineer will be assigned as a technical account manager (TAM) to assist you with technical support cases for the mutually agreed Products during 9-5 local business hours; and
- The TAM will on an on-going basis program manage the technical support cases for the applicable Products and provide reports, be available for monthly reviews of technical support cases, be available for quarterly program management meetings, and provide you information about the Products including (but not limited to) upcoming releases.

II. In addition to (I), the following applies for Standard TAM Services customers:

- Standard TAM Services are provided for designated Products within a single NVIDIA product family. The parties will define upfront which Products will have TAM support, with the option to update the list by mutual agreement during the service term; and
- As part of managing the technical support cases for the Products, the TAM may coordinate multi-vendor issues, including work to identify a root cause and work with the vendor of a sub-system to facilitate the resolution of an issue based on the vendor’s support terms and processes.

III. In addition to (I), the following applies for Premium TAM Services customers:

- Premium TAM Services are provided for designated Products from one or more NVIDIA product family. The parties will define upfront which Products will have TAM support, with the option to update the list by mutual agreement during the service term;
- The parties will maintain an on-going joint support plan for the Products with defined goals and success metrics; and
- As part of managing the technical support cases for the Products, the TAM may coordinate software updates, technical support, and multi-vendor issues, including work to identify a root cause and work with the vendor of a sub-system to facilitate the resolution of an issue based on the vendor’s support terms and processes.

You may purchase TAM Services at the time or after purchase of a Product 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.

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

TAM Services are non-transferable, non-assignable and your services are terminated (in whole or in part) when the Product(s) under management are transferred to another party.

GENERAL TAM SERVICES TERMS

All TAM Services are provided remotely. TAM Services are only available to select parties upon approval from NVIDIA at its sole discretion.

TAM Services are add-on services, and only 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 and conditions if the related support expires or terminates.

TAM Services are provided using the same processes that apply for Product support under the support services terms and conditions.

REGISTRATION

You are responsible for registering the Product to be supported in order to receive these TAM Services, using the registration instructions within each package, email, or as otherwise directed by NVIDIA. NVIDIA IS NOT OBLIGATED TO PROVIDE THE TAM SERVICES IF YOU DO NOT COMPLETE REGISTRATION AS STATED HEREIN.

WHAT THESE TAM SERVICES DO NOT COVER

Except as expressly described above, TAM Services do not include:

- (a) supporting any NVIDIA or third-party products, other than Products;
- (b) providing development, consulting or other services for any Products, beyond assisting you with your technical support cases for the Products; or
- (c) updating on your behalf any hardware or software in Products.

INTELLECTUAL PROPERTY RIGHTS

No transfer of ownership of any intellectual property will occur under these terms and conditions. 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 TAM Services. NVIDIA confidential information provided by your TAM is subject to confidentiality obligations.

PERSONAL INFORMATION

In order to obtain TAM 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/>.

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 TAM SERVICES, INCLUDING, WITHOUT LIMITATION, ANY 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 TAM SERVICES EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL NVIDIA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR FOR LOSS OF PROFITS, LOSS OF TECHNOLOGY, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TAM SERVICES, OR THE USE OR PERFORMANCE OF ANY PRODUCT OR SOFTWARE, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NVIDIA DOES NOT WARRANT ANY SOFTWARE UNDER THESE TERMS AND CONDITIONS.

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 AND CONDITIONS, 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 TAM 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 AND CONDITIONS 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 AND CONDITIONS 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).

GOVERNING LAW; JURISDICTION

These terms and conditions shall 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 by Delaware residents, without regard to the conflicts of laws principles thereof. You hereby agree to all terms of these TAM Services in the English language. 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 shall have exclusive jurisdiction over any dispute or claim arising out of these TAM Services. The invalidity in whole or in part of any provision of these terms and conditions shall not affect the validity of any other provision thereof.

CHANGES TO TAM SERVICES TERMS AND CONDITIONS

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

CONTACT INFORMATION

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

(v. October 13, 2020)