

NVIDIA SOFTWARE LICENSE AGREEMENT

Release Date: November 7, 2017

Amended: August 15, 2018

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1.3 Pre-Release Licenses. With respect to alpha, beta, preview, and other pre-release Software and Documentation ("**Pre-Release Licensed Software**") delivered to you under the AGREEMENT you acknowledge and agree that such Pre-Release Licensed Software (i) may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercially provided NVIDIA software and documentation, and (ii) use of such Pre-Release Licensed Software may result in unexpected results, loss of data, project delays or other unpredictable damage or loss. THEREFORE, PRE-RELEASE LICENSED SOFTWARE IS NOT INTENDED FOR USE, AND SHOULD NOT BE USED, IN PRODUCTION OR BUSINESS-CRITICAL SYSTEMS. NVIDIA has no obligation to make available a commercial version of any Pre-Release Licensed Software and NVIDIA has the right to abandon development of Pre-Release Licensed Software at any time without liability.

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1.5 Services. Except as expressly indicated in an Order, NVIDIA is under no obligation to provide support for the Licensed Software or to provide any patches, maintenance, updates or upgrades under the AGREEMENT. Unless patches, maintenance, updates or upgrades are provided with their separate governing terms and conditions, they constitute Licensed Software licensed to you under the AGREEMENT.

2. LIMITATIONS.

2.1 License Restrictions. Except as expressly authorized in the AGREEMENT, you agree that you will not (nor authorize third parties to): (i) copy and use Software that was licensed to you for use in one or more NVIDIA hardware products in other unlicensed products (provided that copies solely for backup purposes are allowed); (ii) reverse engineer, decompile, disassemble (except to the extent applicable laws specifically require that such activities be permitted) or attempt to derive the source code, underlying ideas, algorithm or structure of Software provided to you in object code form; (iii) sell, transfer, assign, distribute, rent, loan, lease, sublicense or otherwise make available the Licensed Software or its functionality to third parties (a) as an application services provider or service bureau, (b) by operating hosted/virtual system environments, (c) by hosting, time sharing or providing any other type of services, or (d) otherwise by means of the internet; (iv) modify, translate or otherwise create any derivative works of any Licensed Software; (v) remove, alter, cover or obscure any proprietary notice that appears on or with the Licensed Software or any copies thereof; (vi) use the Licensed Software, or allow its use, transfer, transmission or export in violation of any applicable export control laws, rules or regulations; (vii) distribute, permit access to, or sublicense the Licensed Software as a stand-alone product; (viii) bypass, disable, circumvent or remove any form of copy protection, encryption, security or digital rights management or authentication mechanism used by NVIDIA in connection with the Licensed Software, or use the Licensed Software together with any authorization code, serial number, or other copy protection device not supplied by NVIDIA directly or through an authorized reseller; (ix) use the Licensed Software for the purpose of developing competing products or technologies or assisting a third party in such activities; (x) use the Licensed Software with any system or application where the use or failure of such system or application can reasonably be expected to threaten or result in personal injury, death, or catastrophic loss including, without limitation, use in connection with any nuclear, avionics, navigation, military, medical, life support or other life critical application ("Critical Applications"), unless the parties have entered into a Critical Applications agreement; (xi) distribute any modification or derivative work you make to the Licensed Software under or by reference to the same name as used by NVIDIA; or (xii) use the Licensed Software in any manner that would cause the Licensed Software to become subject to an Excluded License. Nothing in the AGREEMENT shall be construed to give you a right to use, or otherwise obtain access to, any source code from which the Software or any portion thereof is compiled or interpreted. You acknowledge that NVIDIA does not design, test, manufacture or certify the Licensed Software for use in the context of a Critical Application and 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.

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2.3 **Limited Rights.** Your rights in the Licensed Software are limited to those expressly granted under the AGREEMENT and no other licenses are granted whether by implication, estoppel or otherwise. NVIDIA reserves all rights, title and interest in and to the Licensed Software not expressly granted under the AGREEMENT.

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8. TERM AND TERMINATION.

8.1 AGREEMENT, Licenses and Services. This SLA shall become effective upon the Effective Date and will continue for the terms set forth in an applicable Order. Each Supplement upon their acceptance, and both this SLA and Supplements shall continue in effect until your last access or use of the Licensed Software and/or services hereunder, unless earlier terminated as provided in this "Term and Termination" section. Each Licensed Software license ends at the earlier of (a) the expiration of the applicable license term, or (b) termination of such license or the AGREEMENT. Each service ends at the earlier of (x) the expiration of the applicable service term, (y) termination of such service or the AGREEMENT, or (z) expiration or termination of the associated license.

8.2 Termination and Effect of Expiration or Termination. Upon any expiration or termination of the AGREEMENT, a license or a service provided hereunder, (a) you must promptly discontinue use of the affected Licensed Software and/or service, and (c) you must promptly destroy or return to NVIDIA all copies of the affected Licensed Software and all portions thereof in your possession or control, and each party will promptly destroy or return to the other all of the other party's Confidential Information within its possession or control. Upon written request, you will certify in writing that you have complied with your obligations under this section. Upon expiration or termination of the AGREEMENT all provisions survive except for the license grant provisions.

9. CONSENT TO COLLECTION AND USE OF INFORMATION.

You hereby agree and acknowledge that the Software may access and collect non-personally identifiable information about your Enterprise computer systems in order to properly optimize such systems for use with the Software. To the extent that you use the Software, you hereby consent to all of the foregoing, and represent and warrant that you have the right to grant such consent. In addition, you agree that you are solely responsible for maintaining appropriate data backups and system restore points for your Enterprise systems, and that NVIDIA will have no responsibility for any damage or loss to such systems (including loss of data or access) arising from or relating to (a) any changes to the configuration, application settings, environment variables, registry, drivers, BIOS, or other attributes of the systems (or any part of such systems) initiated through the Software; or (b) installation of any Software or third party software patches initiated through the Software. In certain systems you may change your system update preferences by unchecking "Automatically check for updates" in the "Preferences" tab of the control panel for the Software.

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the products, services or information available on or through such links; or (iii) the privacy statements or practices of sites and services controlled by other companies or organizations.

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10. GENERAL.

This SLA and the attached Software Services Supplement, Virtual GPU Products Supplement, and Privacy Policy constitute the entire agreement of the parties with respect to the subject matter hereto and supersede all prior negotiations, conversations, or discussions between the parties relating to the subject matter hereto, oral or written, and all past dealings or industry custom. Any amendment or waiver under the AGREEMENT must be in writing and signed by representatives of the GSA MAS Contractor and the GSA Contracting Officer.

Each party acknowledges and agrees that the other is an independent contractor in the performance of the AGREEMENT, and each party 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 party without prior written consent.

The AGREEMENT will be governed by and construed under the federal laws of the United States and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

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Certain capitalized terms, if not otherwise defined elsewhere in this SLA, shall have the meanings set forth below:

- a. "Affiliate" means any legal entity that Owns, is Owned by, or is commonly Owned with a party. "Own" means having more than 50% ownership or the right to direct the management of the entity.
- b. "AGREEMENT" means this SLA and the attached Software Services Supplement, Virtual GPU Products Supplement, and Privacy Policy.
- c. "Authorized Users" means your Enterprise individual employees and any of your Enterprise's Contractors, subject to the terms of the "Enterprise and Contractors Usage" section.
- d. "Confidential Information" means the Licensed Software (unless made publicly available by NVIDIA without confidentiality

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e. "Contractor" means an individual who works primarily for your Enterprise on a contractor basis from your secure network.

f. "Documentation" means the NVIDIA documentation made available for use with the Software, including (without limitation) user manuals, datasheets, operations instructions, installation guides, release notes and other materials provided to you under the AGREEMENT.

g. "Enterprise" means you or any company or legal entity for which you accepted the terms of this SLA, and their subsidiaries of which your company or legal entity owns more than fifty percent (50%) of the issued and outstanding equity.

h. "Excluded License" includes, without limitation, a software license that requires as a condition of use, modification, and/or distribution that software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

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k. "Licensed Software" means Software, Documentation and all modifications owned by NVIDIA.

l. "Order" means a purchase order issued by an Ordering Agency signed by a Contracting Officer.

m. "Software" means the NVIDIA software programs licensed to you under the AGREEMENT including, without limitation, libraries, sample code, utility programs and programming code.

n. "Supplement" means the additional terms and conditions beyond those stated in this SLA that apply to certain Licensed Software licensed hereunder agreed to by the parties.

SOFTWARE SERVICES SUPPLEMENT

Release date: November 9, 2016

Amended: August 15, 2018

The terms set forth in this Software Services Supplement (“Supplement”) describe the Service Subscriptions that you may purchase from a GSA MAS Contract and obtain directly from NVIDIA for Licensed Software under the terms of your software license agreement (“SLA”) and this Supplement. This Supplement is hereby incorporated into the SLA as an integral part thereto. Capitalized terms used but not defined herein shall have the meaning assigned to them in the SLA. In the event of conflict between the terms in this Supplement and the terms in the SLA, this Supplement shall control.

1. SCOPE. If your Order indicates that NVIDIA will directly provide Technical Support, Maintenance, Updates and/or Upgrades for your Supported Software licenses, 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 Supplement are provided by NVIDIA to you based on the then-current Service Subscription plan(s) available for the particular Supported Software. In the event that you have an agreement with a NVIDIA reseller specifying that a third party will deliver the same services described in this Supplement for a Licensed Software, this Supplement does not apply. NVIDIA may update the scope of services under your Service Subscription plan 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, 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, provided no commitment is made with respect to the specific resolution. 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 Supplement.

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, 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, 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, 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, the GSA MAS Contractor will invoice you 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 Requirements and Availability. The GSA MAS Contractor will invoice you for (a) the initial Service Subscription for a Supported Software only for the most current generally available version of the Supported Software, and (b) Service Subscriptions for all of your licenses of a Supported Software. The Service Subscription plans will indicate the types of services (from the above) 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 Supplement 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 services under this Supplement 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 operator error, improper use of the Supported Software or attempted support by unauthorized persons;
- (c) your use of the Supported Software outside of the scope permitted under the AGREEMENT;
- (d) modifications to the Supported Software made by you or on your behalf, or any modifications made by any third party without NVIDIA's authorization;
- (e) use of the Supported Software that deviates from the operating procedures, indicated supported operating systems and any other specifications indicated in the Documentation;
- (f) 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; or
- (g) Supported Software or services provided free of charge.

Further, services under this Supplement 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 services under this Supplement, 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 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 (upon mutual agreement) 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. DEFINITIONS

5.1 "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.

5.2 "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.

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

5.4 "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.

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

5.6 "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.

5.7 "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.

5.8 "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.

5.9 "Response" means NVIDIA's initial acknowledgment of a Technical Support request filed by a Designated User.

5.10 "Service Fee(s)" means the fees for the purchased Service Subscriptions, as applicable for each Order.

5.11 "Service Subscription" means the particular services described in this Supplement 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.

5.12 "Support Issue(s)" means the Technical Support requests filed by Designated Users hereunder that relate to the Supported Software.

5.13 "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.

5.14 "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.

5.15 "Service Term" means the duration of the Service Subscription, as set forth in an Order.

5.16 "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.

5.17 "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 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.

5.18 "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.

5.19 “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.

6. EXPIRATION OF TERMINATION OF THIS SUPPLEMENT. This Supplement will automatically expire or terminate upon the expiration or termination of the SLA.

VIRTUAL GPU PRODUCTS SUPPLEMENT TO END USER LICENSE AGREEMENT

Release date: December 18, 2017

Amended: August 15, 2018

The terms set forth in this Virtual GPU Products Supplement ("Supplement") govern your use of the NVIDIA Quadro virtual Data Center Workstation (Quadro vDWS) Licensed Software and GRID Licensed Software (collectively, the "Virtual GPU Licensed Software") under the terms of your software license agreement ("SLA") as modified by this Supplement. This Supplement is an exhibit to the SLA 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 SLA. In the event of conflict between the terms in this Supplement and the terms in the SLA, this Supplement shall control.

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

2. LICENSE TYPES. Virtual GPU Licensed Software licenses are licensed under the below license types; however only certain license types are available for each Virtual GPU Licensed Software. You are only licensed to activate and use Virtual GPU Licensed Software for which you have a valid license, even if during the download or installation you are presented with other product options. Your Order, license key and/or the product description will indicate the license features of your license.

"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.

"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.

"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.

3. LICENSE RESTRICTION. You agree that you will not (nor authorize third parties to) disclose the results of any benchmarking or other competitive analysis relating to the Virtual GPU Licensed Software without prior written permission from NVIDIA.

4. AUDIT. During the term of the Agreement: (a) If Ordering Agency's security requirements included in the Order are met, the GSA MAS Contractor or its designated agent may audit Ordering Agency's facilities and records to verify Ordering Agency's compliance with the Agreement. Any such audit will take place only during Ordering Agency's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Agency deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. The GSA MAS Contractor on behalf of NVIDIA will give Ordering Agency written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Agency's security requirements are not met and upon NVIDIA's request, Ordering Agency will run a self-assessment with tools provided by and at the direction of NVIDIA ("Self-Assessment") to verify Ordering Agency's compliance with the Agreement.

5. PRODUCT UPLIFT. From time to time you may have the option to replace your Virtual GPU Licensed Software licenses for other Virtual GPU Licensed Software licenses. In such cases, you must discontinue using the replaced Virtual GPU Licensed Software licenses timely upon NVIDIA's delivery of the replacement product. If requested in writing by NVIDIA, you will provide a written certificate signed by an authorized officer affirming your compliance with the terms of this section.

6. EXPIRATION OF TERMINATION OF THIS SUPPLEMENT. This Supplement will automatically expire or terminate upon the expiration or termination of your rights to Virtual GPU Licensed Software under the SLA or this Supplement.

NVIDIA PRIVACY POLICY

Effective 25 May 2018

We promise to protect your privacy and your data. We never sell your data. We collect and use your data only if you give us permission.

You have the following rights:

- **Right to access.** You can see what data we have collected whenever you want.
- **Right to take your data.** The data is yours. You can copy or move it whenever you want.
- **Right to erasure.** We'll erase your personal data whenever you say the word. And even if you don't ask us to delete the data, we'll keep it only so long as it helps us serve you.
- **Right to restrict use.** If you want us to stop using your data, we'll stop.
- **Right to lodge a complaint.** We will protect your privacy and we will honor your choices. And if you feel we've failed in any way, you have the right to lodge a complaint with a data protection authority in your region.

TYPES OF DATA WE MAY NEED

We will only ask for data that help our products delight you. We'll only ask for the minimum data we need, depending on the products and services you use. If you don't want to share your data, some of our products may not work, or work as well. Here is some information we might request:

- Your contact information, including name, email address, phone number, and shipping address, so that we can contact you or ship items you have requested;
- Your birthdate so we can verify age;
- Your geographic region, including the city and state/province in which you reside, so we can comply with local laws;
- Your device and network configuration, software for gaming and usage, and system performance so we can optimize your gaming hardware and software.

Additional data collection can help us improve our products for gamers everywhere. To help us provide the very best experiences for you and gamers everywhere, we'd like to collect some additional information about your gaming system and its performance. But we won't collect anything unless you tell us it's okay. This additional data includes:

- Your device or network's technical information so we can find problems with certain devices and configurations;
- Your error data so we can learn about the errors and fix them;
- Your crash data so we can find and fix bugs.

We may analyze the data we've collected based on our interests in business forecasting and new product development. And, if you consent, we may use this data to identify certain audiences, including you, to receive games, apps, rewards, or relevant advertising.

NVIDIA PRODUCTS AND SERVICES

If you want to know what kinds of data are collected by specific NVIDIA products and services, please visit privacy.nvidia.com.

OUR NVIDIA WEBSITES

If you visit any of our NVIDIA-branded websites, we or our third-party partners may collect information using cookies, web beacons, or log file information. Please see our [Cookies Policy](#) for more details. Here is some information we might collect:

- Browser type, device type, URL addresses, IP addresses, or operating system type to improve our website, prevent fraudulent activity, understand how visitors use our website, and provide personalized content;
- Geolocation data to understand where visitors reside, and to provide content especially for your location;
- cookie data to personalize our webpage or serve relevant advertising.

ENTERPRISE RELATIONSHIPS

If you do business with us, or if you sign up for our business literature, newsletters, conferences, or webinars, we may obtain or supplement your data with information from third parties such as your company name or job title. We may use this information to show you personalized website content. We may also share your contact information with an NVIDIA representative or business partner so they can communicate with you about NVIDIA-branded products or services.

THE WAY WE STORE AND TRANSFER DATA

We'll transfer and keep your data in secure servers in the USA, where we are located. We are the data controller, and we'll comply with the EU-U.S. and the Swiss-Privacy Shield framework, subject to enforcement by the Federal Trade Commission. This

means we have certified that we adhere to the Privacy Principles of notice, choice, and accountability for onward transfer, security, data integrity, purpose limitation, access, recourse, enforcement, and liability. We remain responsible for any of your personal information that is shared with third parties for processing on our behalf.

NVIDIA has committed to cooperate with the panel established by the EU data protection authorities (DPAs) and the Swiss Federal Data Protection and Information Commissioner (FDPIIC) with regard to unresolved Privacy Shield complaints concerning data transferred from the EU and Switzerland. Under certain conditions, you may invoke binding arbitration to resolve any complaint. We are subject to U.S. law, and we may be required to share data with U.S. law enforcement agencies. To learn more about Privacy Shield, please visit the U.S. Department of Commerce Privacy Shield website: <https://www.privacyshield.gov>. For more information regarding our Privacy Shield certification, please see: <https://www.privacyshield.gov/list>.

KIDS PRIVACY POLICY

We take special care to protect the privacy of children who use our products and services. The NVIDIA [Kids Privacy Policy](#) contains more details.

CONTACT US

If you have any questions about NVIDIA's Privacy Policy or Kids Privacy Policy, please send an email to our Data Privacy Officer at privacy@nvidia.com.

You can also write to us at:

ATTN: Data Privacy Officer
NVIDIA Corporation
2788 San Tomas Expressway
Santa Clara, CA 95051.

Updates to this policy will be posted at [privacy.nvidia.com](https://www.privacy.nvidia.com).