

Google Service Specific Terms

Capitalized terms not defined in these Service Specific Terms have the meaning set forth in the Google Cloud Platform License Agreement between Customer and Google or the Google Cloud Platform Reseller Agreement between Reseller and Google or the Google for Work & Google for Education Commercial Partner Agreement between Google and Partner (as applicable, "Agreement"). For the purpose of these Service Specific Terms, if the Agreement is the Google Cloud Platform Reseller Agreement, or the Google for Work & Google for Education Commercial Partner Agreement, then: (i) the term "Customer" as used herein means Customer and/or OFFIS (as applicable) based on which entity is accessing the applicable Service, and (ii) the term "Customer" as used herein means "OFFIS" for Sections 14.1, and 16.11-16.13.

1. Google App Engine

The following terms apply only to the Google App Engine Service:

- 1.1. Data Storage. Customer may select via the Service whether the Core App Engine Customer Data will be stored in either the United States or the European Union, and Google will store it accordingly ("App Engine Data Location Setting").
- 1.2. Transient Storage. Core App Engine Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.
- 1.3. Limitations. No App Engine Data Location Setting will apply to Core App Engine Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

2. Google Cloud Bigtable

The following terms apply only to the Google Cloud Bigtable Service:

- 2.1 Data Storage. Customer may select via the Service whether the Core Cloud Bigtable Customer Data will be stored in either the United States or the European Union, and Google will store it accordingly ("Cloud Bigtable Data Location Setting").
- 2.2 Transient Storage. Core Cloud Bigtable Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.
- 2.3 Limitations. No Cloud Bigtable Data Location Setting will apply to Core Cloud Bigtable Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

3. Google Cloud Storage

The following terms apply only to the Google Cloud Storage Service:



- 3.1 Data Storage. Customer may select via the Service whether the Core Cloud Storage Customer Data will be stored in:
(a) either the United States or the European Union, and Google will store it accordingly; or (b) another location setting offered by the Service, and Google will not move it outside the location selected without notifying Customer, except to comply with laws (including government requests) ((a) and (b) together, "Cloud Storage Data Location Setting").
- 3.2 Transient Storage. Core Cloud Storage Customer Data may be stored transiently or cached anywhere where Google or its agents maintain facilities.
- 3.3 Limitations. No Cloud Storage Data Location Setting will apply to Core Cloud Storage Customer Data copied or moved by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

4. Google Cloud SQL

The following terms apply only to the Google Cloud SQL Service:

- 4.1 Data Storage. Customer may select via the Service whether the Core Cloud SQL Customer Data will be stored in either the United States or the European Union, and Google will store it accordingly ("Cloud SQL Data Location Setting").
- 4.2 Transient Storage. Core Cloud SQL Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.
- 4.3 Limitations. No Cloud SQL Data Location Setting will apply to Core Cloud SQL Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

5. Google Compute Engine

The following terms apply only to the Google Compute Engine Service:

- 5.1 Data Storage. Customer may determine via the Service for each disk resource whether the Core Compute Engine Customer Data will be stored in either the United States or the European Union, and Google will store it accordingly ("Compute Engine Data Location Setting").
- 5.2 Transient Storage. Core Compute Engine Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.
- 5.3 Limitations. No Compute Engine Data Location Setting will apply to Core Compute Engine Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).
- 5.4 Additional Security. If Customer requires greater than eight static IP addresses, Customer consents to Google filing a SWIP report and registering these static IP addresses with ARIN. Google reserves the right to log DNS lookups, as well as source and destination IP addresses, for security purposes.

5.5 Sustained Usage Discounting. Any credits provided to Customer in connection with Sustained Usage Discounting have no cash value and can only be applied to offset future Google Compute Engine Fees. Upon termination or expiration of a Customer's Agreement, such credits will expire.

5.6 Use of Google Cloud Marketplace (or Google Cloud Launcher). If Customer uses Google Compute Engine tools or APIs to deploy or otherwise use any software or services from Google Cloud Marketplace (or Google Cloud Launcher), then Customer's related deployment or use will be subject to the [Google Cloud Marketplace Terms of Service](#).

5.7 Docker Hub. If Customer or Customer's End Users requests container(s) from the Docker Hub for its Cloud Platform Project or Application, Customer instructs Google to cache a copy of such container in the Google Container Registry for future use.

6. Google Container Engine and Google Container Registry Service

The following terms apply only to the Google Container Engine Service and the Google Container Registry Service:

If Customer or Customer's End Users requests container(s) from the Docker Hub for its Cloud Platform Project or Application, Customer instructs Google to cache a copy of such container in the Google Container Registry for future use.

7. Google Cloud Translation API

The following terms apply only to the Google Cloud Translation API (v1, v2, or any subsequent version/release) Service:

7.1 No Data Return. Customer Data will not be returned to Customer, whether the Customer Data is physically shipped to Google, or entered by Customer or Google into this Service.

7.2 HTML Markup Requirements and Attribution Requirements. Customer will comply with the HTML Markup Requirements found at <https://cloud.google.com/translate/markup> and the attribution requirements found at <https://cloud.google.com/translate/attribution>

7.3 No Use of this Service with Embedded Device Applications or to Create a Similar Service. Customer will not, and will not allow third parties under its direction to: (i) use this Service to create, train, or improve (directly or indirectly) a similar product or service, including any other machine translation engine, (ii) use or retain translated text or any other data from this Service for the purpose of creating, training, or improving (directly or indirectly) a translation system, product, or service, or (iii) integrate this Service with any applications for any embedded devices such as cars, TVs, appliances, or speakers without Google's prior written permission. This Service can only be integrated with applications for the following personal computing devices: smartphones, tablets, laptops, and desktops. In addition to any other available remedies, Google may immediately suspend or terminate Customer's use of this Service based on any suspected violation of these terms.

8. Google Cloud Datastore

The following terms apply only to the Google Cloud Datastore Service:

8.1 Data Storage. If applicable, Customer may have an option to select via the Service whether the Core Datastore Customer Data will be stored in either the United States or the European Union, and Google will store it according to the option selected ("Datastore Data Location Setting").

8.2 Transient Storage. Core Datastore Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.

8.3 Limitations. No Datastore Data Location Setting will apply to Core Datastore Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

8.4 Documentation. Documentation for Google Cloud Datastore is set forth at: <https://cloud.google.com/datastore>.

8.5 SLA. The SLA for Google Cloud Datastore is set forth at: <https://cloud.google.com/datastore/sla> (if applicable).

9. Google Cloud DNS

9.1 SLA. The SLA for Google Cloud DNS is set forth at: <https://cloud.google.com/dns/sla> (if applicable).

10. VPN

10.1 SLA. The SLA for VPN is set forth at: <https://cloud.google.com/vpn/sla> (if applicable).

11. Google Cloud Security Scanner

The following terms apply only to the Google Cloud Security Scanner Service:

Customer acknowledges that Google Cloud Security Scanner may cause unexpected and undesirable behavior to occur on Customer's Application and may not be suitable for use in a production environment. Google Cloud Security Scanner will not detect all vulnerabilities in Customer's Application. Customer may use Google Cloud Security Scanner only to scan Google Cloud Platform Applications for which Customer has permission to do so from the Application owner. Traffic generated by the Scanner will count towards standard billing and quotas.

12. Google Cloud Platform Machine Learning Group

The following terms apply only to Google Cloud Speech API, Google Cloud Vision API, Google Prediction API, and future Google Cloud Platform Machine Learning Services specifically listed in the "Google Cloud Platform Machine Learning Services Group" category on the [Google Cloud Platform Services Summary](#) page:

Customer will not, and will not allow third parties to: (i) use these Services to create, train, or improve (directly or indirectly) a similar or competing product or service or (ii) integrate these Services with any applications for any



embedded devices such as cars, TVs, appliances, or speakers without Google's prior written permission. These Services can only be integrated with applications for the following personal computing devices: smartphones, tablets, laptops, and desktops. In addition to any other available remedies, Google may immediately suspend or terminate Customer's use of these Services based on any suspected violation of these terms, and violation of these terms is deemed violation of Google's Intellectual Property Rights. Customer will provide Google with any assistance Google requests to reasonably confirm compliance with these terms (including interviews with Customer employees and inspection of Customer source code, model training data, and engineering documentation). These terms will survive termination or expiration of the Agreement.

13. Google BigQuery Service

The following terms apply only to the Google BigQuery Service:

13.1 Data Storage. If applicable, Customer may have an option to select via the Service whether the Core BigQuery Customer Data will be stored in the European Union, and Google will store it accordingly ("BigQuery Data Location Setting").

13.2 Transient Storage. Core BigQuery Customer Data may be stored transiently or cached in any country in which Google or its agents maintain facilities.

13.3 Limitations. No BigQuery Data Location Setting will apply to Core BigQuery Customer Data copied by Customer or a Customer End User to another location or used with other Google products and services (including other Services, except to the extent Customer has selected the same Data Location Setting for that other Service).

14. Cloud Platform Commitment Based Pricing and Billing

14.1 Committed Units.

a. Selection and Commitment. If applicable, Customer may have an option to request Committed Units by: (i) making a selection in the Admin Console, (ii) placing a request through a Google API or Google command line tool, (iii) placing a request through a Google Web form, or (iv) making a selection in the Ordering Document. If Google accepts Customer's Committed Unit request, then notwithstanding the "Payment Terms" section of the Agreement, Customer will pay the Fees for those Committed Units whether or not they are used and the Committed Units may include payment of a Fee in advance of use (if set forth at the URL designating the Fees for the applicable SKU). Unless otherwise set forth at the applicable Fees URL, any use of the Services beyond the Committed Units selected will be billed at standard Fee rates. Committed Unit purchases may be made for a Committed Unit Term.

b. Renewal. Unless otherwise set forth in the Admin Console, after each Committed Unit Term (if any) ends that Committed Unit selection will automatically renew for the same Committed Unit Term at the same quantity throughout the Term until Customer selects in the Admin Console to stop renewing or cancel the renewal (if applicable) or either party notifies the other party to cancel the renewal. A renewal cancellation will take effect after the then current Committed Unit Term ends.



- c. Cancellation and Expiration. Unless Google agrees otherwise, Committed Unit purchases may not be cancelled or refunded after they are placed but if Google (other than for Customer's material breach) terminates the Agreement or discontinues providing the Services applicable to the Committed Units, Google will refund Customer any unused prepaid Fees following that termination applicable to those previously purchased Committed Units. If Google allows Customer to cancel a Committed Unit purchase, Google may require Customer to pay a cancellation Fee (in an amount set forth at the URL designating the Fees for the applicable SKU). Any use of the Services after cancellation or expiration of the Committed Units will be billed at standard Fee rates.
- d. No Resell or Transfer. Unless Google agrees otherwise, Customer may not resell or transfer Committed Units.

15. Additional Restrictions

15.1 Operations of Communications Services. Notwithstanding the telecommunication and call related restrictions in the "Restrictions" section of the Agreement, Customer may use the Services in connection with operating communications services under the conditions of this paragraph. Customer represents that: (a) Customer will use the Services for hosting capacity only; (b) Customer or its Customer End Users will arrange and pay for any communications services used in connection with the Services, including transmission or transport to or from Customer End Users; and (c) Customer will obtain and maintain all necessary regulatory authorizations and approvals relating to any product or service Customer provides using the Services. Any breach of the foregoing representation will be a material breach of the Agreement.

15.2 Networking. Customer will not, and will not allow third parties under its control to: (i) use the Services to provide a service, Application, or functionality of network transport or transmission (including, but not limited to, IP transit, virtual private networks, or content delivery networks); or (ii) sell bandwidth from the Services.

16. Definitions

16.1 "Committed Purchase(s)" means Customer's commitment to spend a specified amount for use of the Services over a specified period of time, whether Customer uses those Services or not. A Committed Purchase may be made using the Admin Console or the Ordering Document (if applicable).

16.2 "Compute Engine Configuration Data" means custom attributes, project attributes, tags, resource attributes, forwarding rules, health checks, networks, firewalls, configuration information, and other information about Compute Engine resources.

16.3 "Core App Engine Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application that is running on Google App Engine, where that application accesses Google App Engine through APIs available by using the Google App Engine SDK, excluding: (a) authentication information for Customer End Users' Google accounts, (b) information about such data, such as access control lists (ACLs), configuration data, and operational data such as logs, system events, and metrics, and (c) General Google Account Information.



- 16.4 "Core BigQuery Customer Data" means only that Customer Data which is uploaded, imported, or created by Customer (or those authorized by Customer) and stored in a Google BigQuery table by the Google BigQuery Service, excluding: (a) authentication information for Customer End Users' Google accounts, (b) information about such Customer Data, such as access control lists (ACLs), dataset and table names, configuration data, and operational data such as logs, system events, and metrics, and (c) General Google Account Information.
- 16.5 "Core Cloud Bigtable Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application using the Google Cloud Bigtable tools or API for storage by Google Cloud Bigtable, excluding General Google Account Information and information about such Customer Data, such as access control lists (ACLs), bucket and object names, configuration data, and operational data such as logs, system events, and metrics.
- 16.6 "Core Cloud SQL Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application using the Google Cloud SQL tools or API for storage by Google Cloud SQL, excluding General Google Account Information and information about such Customer Data, such as access control lists (ACLs), instance names, configuration data, and operational data such as logs, system events, and metrics.
- 16.7 "Core Cloud Storage Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application using the Google Cloud Storage tools or API for storage by Google Cloud Storage, excluding General Google Account Information and information about such Customer Data, such as access control lists (ACLs), bucket and object names, configuration data, and operational data such as logs, system events, and metrics.
- 16.8 "Core Compute Engine Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application using the Google Compute Engine tools or API for storage by Google Compute Engine, excluding General Google Account Information and information about such Customer Data, such as access control lists (ACLs), resource names, Compute Engine Configuration Data, and operational data such as logs, system events, and metrics.
- 16.9 "Core Datastore Customer Data" means only that Customer Data which is uploaded by Customer (or those authorized by Customer) or stored by an Application using the Google Cloud Datastore tools or API for storage by Google Cloud Datastore, excluding (a) authentication information for Customer End Users' Google accounts, (b) information about such data, such as access control lists (ACLs), configuration data, and operational data such as logs, system events, and metrics, and (c) General Google Account Information.
- 16.10 "Data Location Settings" means, in aggregate, the App Engine Data Location Setting, the Cloud Bigtable Data Location Setting, the Cloud Storage Data Location Setting, the Cloud SQL Data Location Setting, the Compute Engine Data Location Setting, the Datastore Data Location Setting, and the BigQuery Data Location Setting.
- 16.11 "General Google Account Information" means any data provided when Customer creates its general Google account (either under a gmail.com address or an email address provided under the "Google Apps" product line).
- 16.12 "Package Purchase" means Customer's commitment to purchase a specified package of the Services over a specified period of time, whether Customer uses those Services or not. A Package Purchase may be made using the Admin Console or the Ordering Document (if applicable).

16.13 "Committed Units" means a specified quantity of the Services (e.g. Google App Engine Instance hours, Google Compute Engine Instances or cores, etc.) designated by Customer, for use subject to Section 14, which may include a specified machine type, region, and period of time to use. Committed Units for BigQuery will be reserved for use by Customer. Any Google BigQuery Service SKUs with the designation "BQ-IQ" or "Reserved Capacity Units" are Committed Units.

16.14 "Committed Unit Term" means the period of time (if applicable) within the Term during which Customer may use the Committed Units purchased. The Committed Unit Term (if applicable) will be set forth at the URL designating the Fees for the applicable Committed Unit SKU, in the Ordering Document, or in the Admin Console.

17. Third Party Additional Terms

17.1 Disclaimer. Google's suppliers will have no liability arising out of or relating to the Agreement.

17.2 Red Hat Enterprise Linux. Customer's use of the Red Hat Enterprise Linux product, provided by Google in conjunction with Google Compute Engine is subject to the terms and conditions set forth at http://www.redhat.com/licenses/cloud_cssa/.

17.3 Microsoft Products. Customer's use of the Microsoft products, which may include associated media, printed materials, and "online" or electronic documentation (individually and collectively, "Microsoft Products"), provided by Google in conjunction with Google Compute Engine is subject to the following terms and conditions.

a. **Additional Terms**. Google does not own the Microsoft Products and the use thereof is subject to certain rights and limitations of which Google must inform Customer. Customer's right to use the Microsoft Products is subject to the terms of the Agreement, and to Customer's understanding of, compliance with, and consent to the following terms and conditions, which Google does not have authority to vary, alter, or amend.

b. **Definitions**.

i. "Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

ii. "Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or other electronic device.

iii. "Server Software" means software that provides services or functionality on a computer acting as a server.

iv. "Software Documentation" means any end user document included with server software.

v. "Software Services" means services that Google provides to Customer that make available, display, run, access, or otherwise directly or indirectly interact, with the Microsoft Products.

vi. "Redistribution Software" means the software described in Section e ("Use of Redistribution Software") below.

a. **Ownership of Microsoft Products**. The Microsoft Products are licensed to Google from an affiliate of the Microsoft Corporation (collectively "Microsoft"). All title and intellectual property rights in and to the Microsoft



Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Microsoft Products) are owned by Microsoft or its suppliers. The Microsoft Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer's possession, access, or use of the Microsoft Products does not transfer any ownership of the Microsoft Products or any intellectual property rights to Customer. Customer may not remove, modify, or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Products.

- b. **Use of Client Software.** Customer may use the Client Software installed on Customer Devices by Google only in accordance with the instructions, and only in connection with the services, provided to Customer by Google. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during Customer's use of the Client Software.
- c. **Use of Redistribution Software.** In connection with the services provided to Customer by Google, Customer may have access to certain Microsoft "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). CUSTOMER MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS CUSTOMER EXPRESSLY AGREES TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO GOOGLE, WHICH TERMS MUST BE PROVIDED TO CUSTOMER BY GOOGLE. Microsoft does not permit Customer to use any Redistribution Software unless Customer expressly agrees to and complies with such additional terms, as provided to Customer by Google.
- d. **Copies.** Customer may not make any copies of the Microsoft Products; provided, however, that Customer may (a) make one copy of Client Software on Customer Device as expressly authorized by Google; and (b) Customer may make copies of certain Redistribution Software in accordance with Section e (Use of Redistribution Software). Customer must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of the Agreement, upon notice from Google or upon transfer of Customer Device to another person or entity, whichever occurs first. Customer may not copy any printed materials accompanying the Microsoft Products.
- e. **Limitations on Reverse Engineering, Decompilation and Disassembly.** Customer may not reverse engineer, decompile, or disassemble the Microsoft Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
- f. **No Rental.** Customer may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Microsoft Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Microsoft Products except for the sole purpose of accessing the functionality of the Microsoft Products in the form of software services in accordance with the terms of this Addendum and the Agreement.
- g. **Termination.** Without prejudice to any other rights, Google may terminate Customer's rights to use the Microsoft Products if Customer fails to comply with the terms and conditions in Section 17.2. In the event of termination or cancellation of the Agreement or Google's agreement with Microsoft under which the Microsoft Products are licensed, Customer must stop using and/or accessing the Microsoft Products, and destroy all copies of the Microsoft Products and all of their component parts.



h. **No Warranties, Liabilities or Remedies by Microsoft.** NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY GOOGLE AND NOT BY MICROSOFT, ITS AFFILIATES OR SUBSIDIARIES.

i. **Microsoft Product Support.** Any support for the Microsoft Products is provided to Customer by Google and is not provided by Microsoft, its affiliates or subsidiaries.

j. **Not Fault Tolerant.** THE MICROSOFT PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE MICROSOFT PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

k. **Liability for Breach.** In addition to any liability Customer may have to Google, Customer agrees that Customer will also be legally responsible directly to Microsoft for any breach of the terms and conditions of Section 17.2.

l. **Provision of Information to Microsoft.** Customer acknowledges that Google will provide Customer's billing country and state/province information to Microsoft. At Microsoft's request, Google may provide Microsoft the Reseller's or Partner's company name and address.

m. **Third-Party Beneficiary.** Microsoft is an intended third-party beneficiary of the Agreement, with the right to enforce the Agreement's provisions and verify Customer's compliance.

n. **Use of Subdistributors.** Resellers and Partners may only use two levels of sub distributors when reselling the Google Compute Engine offering that includes the Microsoft Products.

17.4 **NVIDIA Drivers.** Customer's use of NVIDIA software components provided by Google in conjunction with the Services is subject to the terms and conditions below. In addition, the following NVIDIA software components: Tesla Driver, Cuda Toolkit, cuDNN, NVENC, NVCUVID, NVML and nvidia-aml, may be used solely with the Services for compute and offline graphics purposes.



NVIDIA CLOUD END USER LICENSE AGREEMENT

Release Date: August 25, 2016

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- 1.1 License Grant. Subject to the terms of this EULA, NVIDIA hereby grants you a nonexclusive, non-transferable license, without the right to sublicense, during the term of this EULA to access and use the Software for compute purposes and, if applicable, use Documentation provided with the Software as part of a software as a service solution provided to you by an approved NVIDIA cloud service provider. Compute purposes expressly excludes interactive graphics functionality.
- 1.2 Enterprise and Contractor Usage. You may allow your Enterprise employees and Contractors to access and use the Licensed Software pursuant to the terms in Section 1 solely to perform work on your behalf, provided further that with respect to Contractors: (i) you obtain a written agreement from each Contractor which contains terms and obligations with respect to access to and use of Licensed Software no less protective of NVIDIA than those set forth in this EULA, and (ii) such Contractor's access and use expressly excludes any sublicensing or distribution rights for the Licensed Software. You are responsible for the compliance with the terms and conditions of this EULA by your Enterprise and Contractors. Any act or omission that if committed by you would constitute a breach of this EULA shall be deemed to constitute a breach of this EULA if committed by your Enterprise or Contractors.
- 1.3 No Support. NVIDIA is under no obligation to provide support for the Licensed Software or to provide any error corrections or updates to the Licensed Software under this EULA.

2. LIMITATIONS.

- 2.1 License Restrictions. Except as expressly authorized in this EULA, you agree that you will not (nor allow third parties to): (i) copy and use Software outside of the authorized software as a service solution; (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 Open Source License. Nothing in this EULA 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 in Section 1 and no other licenses are granted whether by implication, estoppel or otherwise. NVIDIA reserves all other rights, title and interest in and to the Licensed Software not expressly granted under this EULA.

- 3. CONFIDENTIALITY.** Neither party will use the other party's Confidential Information, except as necessary for the performance of this EULA, nor will either party disclose such Confidential Information to any third party, except to personnel of NVIDIA or its Affiliates, you, your Enterprise or your Contractors that have a need to know such Confidential Information for the performance of this EULA, provided that each such personnel, employee and Contractor is subject to a written agreement that includes confidentiality obligations consistent with those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own Confidential Information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this EULA as required under applicable securities regulations or pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such disclosure (i) gives reasonable notice to the other party to enable it to contest such order or requirement prior to its disclosure (whether through protective orders or otherwise), (ii) uses reasonable effort to obtain confidential treatment or similar protection to the fullest extent possible to avoid such public disclosure, and (iii) discloses only the minimum amount of information necessary to comply with such requirements.
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8. TERM AND TERMINATION.

This EULA and your license rights hereunder shall become effective upon the Effective Date and shall remain in effect for the duration of your licenses, unless earlier terminated as provided in this section. This EULA may be terminated upon written notice in the event of breach of any of the terms of this EULA. Termination of this EULA shall not release the parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this EULA to survive termination. Notwithstanding the foregoing, the party terminating this EULA shall incur no additional liability merely by virtue of such termination. Termination of this EULA regardless of cause or nature shall be without prejudice to any other rights or remedies of the parties and shall be without liability for any loss or damage occasioned thereby. Upon any expiration or termination of this EULA

- (i) you must promptly discontinue use of the Licensed Software, and
- (ii) you must promptly destroy or return to NVIDIA all copies of the 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. Sections 2 through 10 will survive the expiration or termination of this EULA for any reason.

9. CONSENT TO COLLECTION AND USE OF INFORMATION.



You hereby agree and acknowledge that the Software may access, collect non-personally identifiable information about, update, and configure your Enterprise computer systems in order to (a) properly optimize such systems for use with the Software, (b) deliver software and services, or content through the Software, (c) optimize, maintain, repair and/or administer NVIDIA products and services, and/or (d) deliver marketing communications. Information collected by the Software includes, but is not limited to, Customer System's (i) hardware configuration and ID, (ii) operating system and driver configuration, (iii) installed applications, (iv) applications settings, performance, and usage metrics, and (v) usage metrics of 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.

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10. MISCELLANEOUS.

10.1 Compliance with Terms. During the term of this EULA and for a period of three (3) years thereafter, you will maintain all usual and proper books and records of account relating to the Licensed Software provided under this EULA and to cooperate with your cloud service provider or its Affiliates to verify your compliance with the terms of this EULA. You further agree that your cloud service provider or its Affiliates and NVIDIA may exchange information regarding your use of the Licensed Software and your compliance with the terms of this EULA.

10.2 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, distributors, resellers, end users, officers and directors use of Licensed Software outside of the scope of this EULA or any other breach of the terms of this EULA to the restrictions set forth in this EULA 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.



10.3 Export Control. You acknowledge that the Licensed Software described under this EULA is subject to export control under 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). Therefore, you may not export, reexport or transfer in-country the Licensed Software without first obtaining any license or other approval that may be required by BIS and/or OFAC. You are responsible for any violation of the U.S. or other applicable export control or economic sanctions laws, regulations and requirements related to the Licensed Software. By accepting this EULA, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Licensed Software.

10.4 General. This EULA constitutes the entire agreement of the parties with respect to the subject matter hereto and supersedes 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 additional and/or conflicting terms and conditions on purchase order(s) or any other documents issued by you are null, void, and invalid. This EULA and the rights and obligations hereunder may not be assigned by you, in whole or in part, including by merger, consolidation, dissolution, operation of law, or any other manner, without written consent of NVIDIA, and any purported assignment in violation of this provision shall be void and of no effect. NVIDIA may assign, delegate or transfer this EULA and its rights and obligations hereunder, and if to a nonAffiliate you will be notified. Each party acknowledges and agrees that the other is an independent contractor in the performance of this EULA, 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. Neither party will be responsible for any failure or delay in its performance under this EULA (except for any payment obligations) to the extent due to causes beyond its reasonable control for so long as such event of force majeure continues in effect. This EULA will be governed by and construed under the laws of the State of Delaware and the United States without regard to the conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties consent to the personal jurisdiction of the federal and state courts located in Santa Clara County, California. You acknowledge and agree that a breach of any of your promises or agreements contained in this EULA may result in irreparable and continuing injury to NVIDIA for which monetary damages may not be an adequate remedy and therefore NVIDIA is entitled to seek injunctive relief as well as such other and further relief as may be appropriate. If any court of competent jurisdiction determines that any provision of this EULA is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative. Any amendment or waiver under this EULA must be in writing and signed by representatives of both parties. Any notice delivered by NVIDIA to you under this EULA will be delivered via mail, email or fax. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2701 San Tomas Expressway, Santa Clara, California 95050, United States of America, Attention: Legal Department.

GLOSSARY OF TERMS

Certain capitalized terms, if not otherwise defined elsewhere in this EULA, 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.
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- c. "Contractor" means an individual who works primarily for your Enterprise on a contractor basis from your secure network.
- d. "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 this EULA.
- e. "Enterprise" means you or any company or legal entity for which you accepted the terms of this EULA, and their subsidiaries of which your company or legal entity owns more than fifty percent (50%) of the issued and outstanding equity.
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