

Service-Specific Terms for NVIDIA Audio2Face 3D Authoring Microservice and NVIDIA Audio2Face 3D Microservice NIM

These Service-Specific Terms for NVIDIA Audio2Face 3D Authoring Microservice and NVIDIA Audio2Face 3D Microservice NIM (“NVIDIA Audio2Face Services”) are an exhibit to the [NVIDIA Cloud Agreement](#) (the “[Agreement](#)”) and are incorporated as an integral part of the Agreement.

1. **PRE-RELEASE.** NVIDIA Audio2Face Services are Pre-Release Cloud Offerings.
2. **LIMITED USE.** Customer may only access and use NVIDIA Audio2Face Services internally for testing and evaluation purposes. Production use is not permitted.
3. **DPA.** NVIDIA will process Customer’s User Content uploaded, stored or shared for NVIDIA Audio2Face Services in accordance with the DPA.
4. **USER CONTENT AND GENERATED CONTENT**
 - 4.1. Generated Content. NVIDIA Audio2Face Services allow Customer to upload User Content, including audio files, to run with NVIDIA provided software, and obtain the results of the interaction before closing the work session (“Generated Content”).
 - 4.2. NVIDIA’s Use of User Content and Generated Content. User Content and Generated Content will be used solely to provide Customer with NVIDIA Audio2Face Services and for no other purpose. NVIDIA will not store the User Content or Generated Content and will delete it after Customer’s session.
 - 4.3. Ownership of User Content and Generated Content. As between the parties, Customer owns Customer’s User Content and Generated Content, subject to compliance with this Agreement and exclusive of any NVIDIA intellectual property that may be included.
5. **DATA COLLECTION.**
 - 5.1. Personal Information. Section 11.2 of the Agreement is replaced with the following:

NVIDIA will require certain entitlement information such as name and/or email address to give Customer access to NVIDIA Audio2Face Services. NVIDIA will collect, use and store your audio files to deliver or provide Customer with NVIDIA Audio2Face Services. The audio files will be retained for the duration of your session. NVIDIA will collect and retain logs from the NVIDIA Audio2Face Services workload (such as solve time, problem size, execution trace), which will not be tied to any individual user or session, to troubleshoot, debug and to improve and develop NVIDIA products and services. NVIDIA’s [Privacy Policy](#) contains more detail regarding what data NVIDIA collects, why NVIDIA collects it, and what NVIDIA does with it. To the extent the audio files contain personal data, NVIDIA’s DPA will govern.
6. **TRUSTWORTHY AI.**
 - 6.1. NVIDIA is committed to safety, trust and transparency in AI development. NVIDIA encourages Company to (a) ensure that the product or service Company develops, uses,

offers as a service or distributes meets the legal and ethical requirements of the relevant industry or use case, (b) take reasonable measures to address unintended bias and to mitigate harm to others, including underrepresented or vulnerable groups, and (c) inform users of the nature and limitations of the product or service.

- 6.2. NVIDIA expressly prohibits the use of its products or services for any purpose in violation of applicable law or regulation, including but not limited to (a) illegal surveillance, (b) illegal collection or processing of biometric information without the consent of the subject where required under applicable law, or (c) illegal harassment, abuse, threatening or bullying of individuals or groups of individuals or intentionally misleading or deceiving others.