DEEP LEARNING INSTITUTE TRAINING SERVICES
TERMS AND CONDITIONS
Release Date: March 21, 2018

WHAT TRAINING SERVICES ARE INCLUDED
NVIDIA Corporation or a designated subsidiary of NVIDIA Corporation (“NVIDIA”) agrees to provide Deep Learning Institute (“DLI”) training services (“Training Services”) to the customer (“you”) upon purchase from NVIDIA or a NVIDIA authorized reseller. Training Services purchased are non-transferable and non-assignable.

TRAINING SERVICES
When you purchase Training Services, the corresponding SKU will indicate the service limitations, including (without limitation) the maximum training time period or number of participants.

Some Training Services are instructor-led at an agreed date and location, while other Training Services are offered to Participants as self-paced online courses. Prior to purchasing instructor-led Training Services, the date and location must be confirmed by NVIDIA. If re-scheduling instructor-led Training Services is requested by either party, the parties will cooperate to timely select a new date and location subject to availability.

Training Services not redeemed or utilized within six months of the initial training date scheduled, or within six months of the date of access to self-paced online courses, are automatically terminated, and no credit or refund is provided.

Training Services are either delivered directly by NVIDIA or by a NVIDIA authorized service provider. NVIDIA and its authorized service providers will have access to participant information and will exchange information in order to fulfill and optimize the delivery of services. Training Services are only available in limited geographical locations, as updated by NVIDIA from time to time in its sole discretion.

Training Services content provided by NVIDIA will be available online to the participants of a Training Service for a period of up to six months from the completion date of Training Services subject to the terms of use, and exclusive of any cloud based interactive exercises.

WHAT THESE TRAINING SERVICES DO NOT COVER
Training Services do not include any hardware, software, materials or internet connection required for your participants to access the services.

You agree to provide to NVIDIA or its authorized service provider access to resources needed to deliver the Training Services, including, without limitation, access to the internet, access to your facilities for requested on-site visits, and/or access to, and assistance of, your personnel. For Training Services content provided by NVIDIA a separate license will apply, and no transfer of ownership of any intellectual property will occur under these terms and conditions.

NVIDIA and its authorized service providers 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 these terms and conditions.

PERSONAL INFORMATION
In order to obtain Training Services, each participant will need to register and create an account with NVIDIA and become a registered user. When creating an account, the participant will be required to provide certain personal 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 participant 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 participant. NVIDIA will not be liable for any loss or damage arising from any participant’s failure to comply with the above requirements. To learn more about how NVIDIA may collect, use and share any participant information, please visit NVIDIA’s Privacy Policy at: https://www.nvidia.com/en-us/about-nvidia/privacy-policy/.
In connection with the Training Services, participants may receive access to links to third-party websites and services and the availability of those links does not imply any endorsement by NVIDIA. Participants are responsible for reviewing the privacy statements on those sites and services to understand how they may collect, use and share any personal information. NVIDIA is not responsible for the privacy statements or practices of sites and services controlled by other companies or organizations or your reliance on information you gather from use of the links.

**DISCLAIMER OF WARRANTY**

Training services are provided for informational purposes only. The training services are provided “as is” and “with all faults,” and NVIDIA expressly disclaims all warranties of any kind or nature, whether express, implied or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No warranty is made by NVIDIA on the basis of trade usage, course of dealing or course of trade. NVIDIA shall not be responsible for any costs, expenses or other liabilities you may incur as a result of your elections to leave or remove software and data from hardware in order to obtain training services.

**LIMITATION OF LIABILITY**

In no event shall NVIDIA be liable for indirect, incidental, special, exemplary, punitive, or consequential damages of any nature, or any loss of profits, technology, data, revenue, production or use, or business interruption, or procurement of substitute goods or services arising out of or in connection with these training services, 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. In no event will NVIDIA’s total cumulative liability under or arising out of these terms and conditions exceed the net amounts paid by you or the reseller to NVIDIA (net of rebates and/or other credits issued to you or the reseller) for the training services upon which liability is based. 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 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).

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 training 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, USA shall have exclusive jurisdiction over any dispute or claim arising out of these training services terms. 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 TRAINING 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 the NVIDIA DLI website page, or in an email notification, or through other reasonable means. The new training services terms will apply to you, provided they apply generally and do not single you out.

**CONTACT INFORMATION**

For additional information about these training services, please contact nvdli@nvidia.com.