



COMPUTE SANITIZER

v2024.2.0 | April 2024

Copyright and Licenses



TABLE OF CONTENTS

Chapter 1. Compute Sanitizer - NVIDIA Software License Agreement..... 1

Chapter 2. Compute Sanitizer API - NVIDIA Software License Agreement..... 8

Chapter 3. Third Party Licenses.....15

 3.1. Microsoft Detours.....15

 3.2. Protobuf.....15

 3.3. libbacktrace..... 16

Chapter 1.

COMPUTE SANITIZER - NVIDIA SOFTWARE LICENSE AGREEMENT

NVIDIA Software License Agreement

IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE USING THE SOFTWARE.

This license agreement ("Agreement") is a legal agreement between you, whether an individual or entity ("you") and NVIDIA Corporation ("NVIDIA") and governs the use of the NVIDIA software development tool and materials provided under this Agreement ("Software"). This Agreement can be accepted only by an adult of legal age of majority in the country in which the Software is used. If you don't have the required age or authority to accept this Agreement, or if you don't accept all the terms and conditions of this Agreement, do not use the Software. You agree to use the Software only for purposes that are permitted by this Agreement and any applicable law or regulation in the relevant jurisdictions.

1. License Grant. Subject to the terms of this Agreement, NVIDIA grants you a non-exclusive, revocable, non-transferable, non-sublicensable (except as expressly granted in this Agreement), license to:

- 1.1. install and use copies of the Software, and
- 1.2. modify and create derivative works of sample or example Software provided by NVIDIA in source code format.

2. Limitations. Your license to use the Software is restricted as follows:

- 2.1. Except as otherwise stated, the Software is licensed for you to develop applications only for use in systems with NVIDIA GPUs. The terms in this section do not apply to the following Software licensed under this Agreement: Nsight DL Designer, Nsight Systems, Nsight Graphics and SDK Manager.
- 2.2. You may not reverse engineer, decompile or disassemble the Software components provided in binary form, nor attempt in any other manner to obtain source code of the Software.
- 2.3. You may not change or remove copyright or other proprietary notices in the Software.

2.4. Except as expressly granted in this Agreement, you may not copy, sell, rent, sublicense, transfer, distribute, modify or create derivative works of the Software, or make its functionality available to others.

2.5. You may not bypass, disable or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in the Software.

2.6. You may not use the Software in any manner that would cause it to become subject to an open source software license; subject to the terms in the "Components Under Other Licenses" section below.

2.7. You may not use the Software for the purpose of developing competing products or technologies or assist a third party in such activities.

2.8. You may not indicate that a product or service developed with the Software is sponsored or endorsed by NVIDIA.

2.9. You may not replace any NVIDIA software components in the Software that are governed by this Agreement with other software that implements NVIDIA APIs.

2.10. You may not reverse engineer, decompile or disassemble any portion of the output generated using Software elements for the purpose of translating such output artifacts to target a non-NVIDIA platform.

2.11. You may not distribute or disclose to third parties results of benchmarking, competitive analysis, or regression or performance data relating to the Software or NVIDIA GPUs if comparing directly with non-NVIDIA platforms unless you have prior written permission from NVIDIA.

2.12. You acknowledge that the Software provided under this Agreement is not designed or tested by NVIDIA for use in any system or application where the use or failure of such system or application developed or deployed with NVIDIA's Software could result in injury, death or catastrophic damage (each, a "Mission Critical Application"). Examples of Mission Critical Applications include use in avionics, navigation, autonomous vehicle applications, AI solutions for automotive products, military, medical, life support or other mission-critical or life-critical applications. NVIDIA will not be liable to you or any third party, in whole or in part, for any claims or damages arising from these uses. You are solely responsible for ensuring that systems and applications developed with the Software include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements.

2.13. 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 (i) products or services that have been developed or deployed with or use the Software, or claims that they violate laws, or infringe, violate, or misappropriate any third party right; or (ii) a violation of the terms and conditions of this Agreement.

3. Authorized Users. You may allow employees and contractors of your entity or of your subsidiary(ies) to access and use the Software from your secure network to perform the work authorized by this Agreement on your behalf. If you are an academic institution,

you may allow users enrolled or employed by the academic institution to access and use the Software as authorized by this Agreement from your secure network. You are responsible for the compliance with the terms of this Agreement by your authorized users. Any act or omission that if committed by you would constitute a breach of this Agreement will be deemed to constitute a breach of this Agreement if committed by your authorized users.

4. Pre-Release Versions. Software versions or specific features identified as alpha, beta, preview, early access or otherwise as pre-release may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, availability and reliability standards relative to commercial versions of NVIDIA offerings. You may use pre-release Software at your own risk, understanding that such versions are not intended for use in production or business-critical systems. NVIDIA may choose not to make available a commercial version of any pre-release Software. NVIDIA may also choose to abandon development and terminate the availability of pre-release Software at any time without liability.

5. Confidentiality. You agree that you will not use, nor authorize others to use, NVIDIA Confidential Information, except as necessary for the performance of this Agreement, and that you will not disclose NVIDIA Confidential Information to any third party, except to permitted users under this Agreement that have a need to know such Confidential Information for the purpose of this Agreement, provided that each such recipient is subject to a written agreement that includes confidentiality obligations consistent with these terms. You will protect the NVIDIA Confidential Information with at least the same degree of care that you use to protect your own similar confidential and proprietary information, but no less than a reasonable degree of care. "Confidential Information" means the Software identified as "NDA" or "Pro" versions together with the output of such Software.

6. Updates. NVIDIA may, at its option, make available patches, workarounds or other updates to the Software. Unless the updates are provided with their separate governing terms, they are deemed part of the Software licensed to you as provided in this Agreement.

7. Components Under Other Licenses. The Software may include or be distributed with components provided with separate legal notices or terms that accompany the components, such as open source software licenses and other license. The components are subject to the applicable other licenses, including any proprietary notices, disclaimers, requirements and extended use rights; except that this Agreement will prevail regarding the use of third-party open source software, unless a third-party open source software license requires its license terms to prevail. Open source software license means any software, data or documentation subject to any license identified as an open source license by the Open Source Initiative (<http://opensource.org>), Free Software Foundation (<http://www.fsf.org>) or other similar open source organization or listed by the Software Package Data Exchange (SPDX) Workgroup under the Linux Foundation (<http://www.spdx.org>).

8. Termination. This Agreement will automatically terminate without notice from NVIDIA if you fail to comply with any of the terms in this Agreement or if you commence or participate in any legal proceeding against NVIDIA with respect to the Software. Additionally, either party may terminate this Agreement at any time with

prior written notice to the other party. You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement. Upon any termination, you must stop using and destroy all copies of the Software and derivative works. Upon written request, you will certify in writing that you have complied with your commitments under this section. All provisions will survive termination, except for the licenses granted to you.

9. Ownership.

9.1. NVIDIA Ownership. The Software, including all intellectual property rights, is and will remain the sole and exclusive property of NVIDIA or its licensors. Except as expressly granted in this Agreement, (i) NVIDIA reserves all rights, interests and remedies in connection with the Software and (ii) no other license or right is granted to you by implication, estoppel or otherwise.

9.2. Your Ownership. Subject to the rights of NVIDIA and its suppliers in the Software, you hold all rights, title and interest in and to your services, applications and derivative works of samples or examples you develop as permitted in this Agreement including their respective intellectual property rights.

9.3. Non-Assert. You agree that you will not, and will not assist or enable any other party to, assert or threaten to assert any intellectual property rights against NVIDIA or its affiliates with respect to new software samples or examples that NVIDIA or its affiliates may develop and make available in the future.

10. Feedback. You may, but are not obligated to, provide suggestions, requests, fixes, modifications, enhancements or other feedback regarding or in connection with your use of the Software (collectively, "Feedback"). Feedback, even if designated as confidential by you, will not create any confidentiality obligation for NVIDIA or its affiliates. If you provide Feedback, you hereby grant NVIDIA, its affiliates and its designees a non-exclusive, perpetual, irrevocable, sublicensable, worldwide, royalty-free, fully paid-up and transferable license, under your intellectual property rights, to publicly perform, publicly display, reproduce, use, make, have made, sell, offer for sale, distribute (through multiple tiers of distribution), import, create derivative works of and otherwise commercialize and exploit the Feedback at NVIDIA's discretion. You will not give Feedback (i) that you have reason to believe is subject to any restriction that impairs the exercise of the grant stated in this section, such as third-party intellectual property rights or (ii) subject to license terms which seek to require any product incorporating or developed using such Feedback, or other intellectual property of NVIDIA or its affiliates, to be licensed to or otherwise shared with any third party.

11. Disclaimer of Warranties. THE SOFTWARE IS PROVIDED BY NVIDIA AS-IS AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT ANY CERTAIN CONTENT WILL BE AVAILABLE; OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NO INFORMATION OR ADVICE GIVEN BY NVIDIA WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY PROVIDED IN THIS AGREEMENT. NVIDIA does not warrant or assume responsibility for the accuracy or completeness of any third-party information, text, graphics or links contained in the Software.

12. Limitations of Liability.

12.1. DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY (I) INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (II) DAMAGES FOR THE (A) COST OF PROCURING SUBSTITUTE GOODS OR (B) LOSS OF PROFITS, REVENUES, USE, DATA OR GOODWILL ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

12.2. DAMAGES CAP. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA'S TOTAL CUMULATIVE AGGREGATE LIABILITY FOR ANY AND ALL LIABILITIES, OBLIGATIONS OR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED FIVE U.S. DOLLARS (US\$5).

13. Governing Law and Jurisdiction. This Agreement will be governed in all respects by the laws of the United States and the laws of the State of Delaware, without regard to conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts residing in Santa Clara County, California will have exclusive jurisdiction over any dispute or claim arising out of or related to this Agreement, and the parties irrevocably consent to personal jurisdiction and venue in those courts; except that either party may apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

14. General.

14.1. No Assignment. NVIDIA may assign, delegate or transfer its rights or obligations under this Agreement by any means or operation of law. You may not, without NVIDIA's prior written consent, assign, delegate or transfer any of your rights or obligations under this Agreement by any means or operation of law, and any attempt to do so is null and void.

14.2. No Waiver. No waiver of any term of the Agreement will be deemed a further or continuing waiver of such term or any other term, and NVIDIA's failure to assert any right or provision under the Agreement will not constitute a waiver of such right or provision.

14.3. Trade and Compliance. You agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, as amended, including without limitation U.S. Export Administration Regulations and Office of Foreign Assets Control regulations. You confirm (a) your understanding that export or reexport of certain NVIDIA products or technologies may require a license or other approval from appropriate authorities and (b) that it will not export or reexport any products or technology, directly or indirectly, without first obtaining any required license or other approval from appropriate authorities, (i) to any countries that are subject to any U.S. or local export restrictions (currently including, but not necessarily limited to, Belarus,

Cuba, Iran, North Korea, Russia, Syria, the Region of Crimea, Donetsk People's Republic Region and Luhansk People's Republic Region); (ii) to any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, missiles, rocket systems, unmanned air vehicles capable of a maximum range of at least 300 kilometers, regardless of payload, or intended for military end-use, or any weapons of mass destruction; (iii) to any end-user who has been prohibited from participating in the U.S. or local export transactions by any governing authority; or (iv) to any known military or military-intelligence end-user or for any known military or military-intelligence end-use in accordance with U.S. trade compliance laws and regulations. Use of the Software under this Agreement must be consistent with NVIDIA's HumanRightsPolicy.pdf (nvidia.com).

14.4. Government Rights. The Software, documentation and technology ("Protected Items") are "Commercial products" as this term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in, respectively, 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 & 252.227-7014(a)(1). Before any Protected Items are supplied to the U.S. Government, you will (i) inform the U.S. Government in writing that the Protected Items are and must be treated as commercial computer software and commercial computer software documentation developed at private expense; (ii) inform the U.S. Government that the Protected Items are provided subject to the terms of the Agreement; and (iii) mark the Protected Items as commercial computer software and commercial computer software documentation developed at private expense. In no event will you permit the U.S. Government to acquire rights in Protected Items beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2) or 252.227-7013(c) except as expressly approved by NVIDIA in writing.

14.5. Notices. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department, with a copy emailed to legalnotices@nvidia.com. If NVIDIA needs to contact you about the Software, you consent to receive the notices by email and agree that such notices will satisfy any legal communication requirements.

14.6. Force Majeure. Neither party will be liable during any period where an event or circumstance prevents or delays that party from performing its obligations under this Agreement and that event or circumstance: (i) is not within the reasonable control of that party and is not the result of that party's negligence, and (ii) cannot be overcome or avoided by that party using reasonably diligent efforts.

14.7. Severability and Amendment. If a court of competent jurisdiction rules that a provision of this Agreement is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable and the remainder of this Agreement will continue in full force and effect. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

14.8. Independent Contractors. The parties are independent contractors, and this Agreement does not create a joint venture, partnership, agency or other form of business association between the parties. Neither party will have the power to bind the other party or incur any obligation on its behalf without the other party's prior written consent.

14.9. Construction. The headings in the Agreement are included solely for convenience and are not intended to affect the meaning or interpretation of the Agreement. As required by the context of the Agreement, the singular of a term includes the plural and vice versa.

14.10. Entire Agreement. Regarding the subject matter of this Agreement, the parties agree that (i) this Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior and contemporaneous communications and (ii) any additional or different terms or conditions, whether contained in purchase orders, order acknowledgments, invoices or otherwise, will not be binding and are null and void.

(v. March 4, 2024)

Chapter 2.

COMPUTE SANITIZER API - NVIDIA SOFTWARE LICENSE AGREEMENT

NVIDIA Software License Agreement

IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE USING THE SOFTWARE.

This license agreement ("Agreement") is a legal agreement between you, whether an individual or entity ("you") and NVIDIA Corporation ("NVIDIA") and governs the use of the NVIDIA developer software development kit and materials provided under this Agreement ("Software"). This Agreement can be accepted only by an adult of legal age of majority in the country in which the Software is used. If you don't have the required age or authority to accept this Agreement, or if you don't accept all the terms and conditions of this Agreement, do not use the Software. You agree to use the Software only for purposes that are permitted by this Agreement and any applicable law or regulation in the relevant jurisdictions.

1. License Grant. Subject to the terms of this Agreement, NVIDIA grants you a non-exclusive, revocable, non-transferable, non-sublicensable (except as expressly granted in this Agreement), license to:

1.1. install and use copies of the Software,

1.2. modify and create derivative works of sample or example Software provided by NVIDIA in source code format,

1.3. distribute Software files identified as REDIST or included in a REDIST directory in binary format as incorporated into a software application subject to the following distribution requirements:

1.3.1. Your application must have material additional functionality, beyond the included portions of the Software.

1.3.2. The distributable portions of the Software shall only be accessed by your application.

1.3.3. The following notice shall be included in modifications and derivative works of sample source code distributed: "This software contains source code provided by NVIDIA Corporation."

1.3.4. Unless a developer tool is identified in this Agreement as distributable, it is delivered for your internal use only.

1.3.5. The terms under which you distribute your application must be consistent with the terms of this Agreement, including (without limitation) terms relating to the license grant and license restrictions and protection of NVIDIA's intellectual property rights. Additionally, you agree that you will protect the privacy, security and legal rights of your application users.

1.3.6. You agree to notify NVIDIA in writing of any known or suspected distribution or use of the Software not in compliance with the requirements of this Agreement, and to enforce the terms of your agreements with respect to distributed Software.

2. Limitations. Your license to use the Software is restricted as follows:

2.1. The Software is licensed for you to develop applications only for use in systems with NVIDIA GPUs.

2.2. You may not reverse engineer, decompile or disassemble the Software components provided in binary form, nor attempt in any other manner to obtain source code of the Software.

2.3. You may not change or remove copyright or other proprietary notices in the Software.

2.4. Except as expressly granted in this Agreement, you may not copy, sell, rent, sublicense, transfer, distribute, modify or create derivative works of the Software, or make its functionality available to others.

2.5. You may not bypass, disable or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in the Software.

2.6. You may not use the Software in any manner that would cause it to become subject to an open source software license; subject to the terms in the "Components Under Other Licenses" section below.

2.7. You may not use the Software for the purpose of developing competing products or technologies or assist a third party in such activities.

2.8. You may not indicate that a product or service developed with the Software is sponsored or endorsed by NVIDIA.

2.9. You may not replace any NVIDIA software components in the Software that are governed by this Agreement with other software that implements NVIDIA APIs.

2.10. You may not reverse engineer, decompile or disassemble any portion of the output generated using Software elements for the purpose of translating such output artifacts to target a non-NVIDIA platform.

2.11. You may not distribute or disclose to third parties results of benchmarking, competitive analysis, or regression or performance data relating to the Software or NVIDIA GPUs if comparing directly with non-NVIDIA platforms unless you have prior written permission from NVIDIA.

2.12. You acknowledge that the Software provided under this Agreement is not designed or tested by NVIDIA for use in any system or application where the use

or failure of such system or application developed or deployed with NVIDIA's Software could result in injury, death or catastrophic damage (each, a "Mission Critical Application"). Examples of Mission Critical Applications include use in avionics, navigation, autonomous vehicle applications, AI solutions for automotive products, military, medical, life support or other mission-critical or life-critical applications. NVIDIA will not be liable to you or any third party, in whole or in part, for any claims or damages arising from these uses. You are solely responsible for ensuring that systems and applications developed with the Software include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements.

2.13. 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 (i) products or services that have been developed or deployed with or use the Software, or claims that they violate laws, or infringe, violate, or misappropriate any third party right; or (ii) a violation of the terms and conditions of this Agreement.

3. Authorized Users. You may allow employees and contractors of your entity or of your subsidiary(ies) to access and use the Software from your secure network to perform the work authorized by this Agreement on your behalf. If you are an academic institution, you may allow users enrolled or employed by the academic institution to access and use the Software as authorized by this Agreement from your secure network. You are responsible for the compliance with the terms of this Agreement by your authorized users. Any act or omission that if committed by you would constitute a breach of this Agreement will be deemed to constitute a breach of this Agreement if committed by your authorized users.

4. Pre-Release Versions. Software versions or specific features identified as alpha, beta, preview, early access or otherwise as pre-release may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, availability and reliability standards relative to commercial versions of NVIDIA offerings. You may use pre-release Software at your own risk, understanding that such versions are not intended for use in production or business-critical systems. NVIDIA may choose not to make available a commercial version of any pre-release Software. NVIDIA may also choose to abandon development and terminate the availability of pre-release Software at any time without liability.

5. Confidentiality. You agree that you will not use, nor authorize others to use, NVIDIA Confidential Information, except as necessary for the performance of this Agreement, and that you will not disclose NVIDIA Confidential Information to any third party, except to permitted users under this Agreement that have a need to know such Confidential Information for the purpose of this Agreement, provided that each such recipient is subject to a written agreement that includes confidentiality obligations consistent with these terms. You will protect the NVIDIA Confidential Information with at least the same degree of care that you use to protect your own similar confidential and proprietary information, but no less than a reasonable degree of care. "Confidential Information" means the Software identified as "NDA" or "Pro" versions together with the output of such Software.

6. Updates. NVIDIA may, at its option, make available patches, workarounds or other updates to the Software. Unless the updates are provided with their separate governing terms, they are deemed part of the Software licensed to you as provided in this Agreement.

7. Components Under Other Licenses. The Software may include or be distributed with components provided with separate legal notices or terms that accompany the components, such as open source software licenses and other license. The components are subject to the applicable other licenses, including any proprietary notices, disclaimers, requirements and extended use rights; except that this Agreement will prevail regarding the use of third-party open source software, unless a third-party open source software license requires its license terms to prevail. Open source software license means any software, data or documentation subject to any license identified as an open source license by the Open Source Initiative (<http://opensource.org>), Free Software Foundation (<http://www.fsf.org>) or other similar open source organization or listed by the Software Package Data Exchange (SPDX) Workgroup under the Linux Foundation (<http://www.spdx.org>).

8. Termination. This Agreement will automatically terminate without notice from NVIDIA if you fail to comply with any of the terms in this Agreement or if you commence or participate in any legal proceeding against NVIDIA with respect to the Software. Additionally, either party may terminate this Agreement at any time with prior written notice to the other party. You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement. Upon any termination, you must stop using and destroy all copies of the Software and derivative works. Upon written request, you will certify in writing that you have complied with your commitments under this section. All provisions will survive termination, except for the licenses granted to you.

9. Ownership.

9.1. NVIDIA Ownership. The Software, including all intellectual property rights, is and will remain the sole and exclusive property of NVIDIA or its licensors. Except as expressly granted in this Agreement, (i) NVIDIA reserves all rights, interests and remedies in connection with the Software and (ii) no other license or right is granted to you by implication, estoppel or otherwise.

9.2. Your Ownership. Subject to the rights of NVIDIA and its suppliers in the Software, you hold all rights, title and interest in and to your services, applications and derivative works of samples or examples you develop as permitted in this Agreement including their respective intellectual property rights.

9.3. Non-Assert. You agree that you will not, and will not assist or enable any other party to, assert or threaten to assert any intellectual property rights against NVIDIA or its affiliates with respect to new software samples or examples that NVIDIA or its affiliates may develop and make available in the future.

10. Feedback. You may, but are not obligated to, provide suggestions, requests, fixes, modifications, enhancements or other feedback regarding or in connection with your use of the Software (collectively, "Feedback"). Feedback, even if designated as confidential by you, will not create any confidentiality obligation for NVIDIA or its affiliates. If you provide Feedback, you hereby grant NVIDIA, its affiliates and its designees a non-

exclusive, perpetual, irrevocable, sublicensable, worldwide, royalty-free, fully paid-up and transferable license, under your intellectual property rights, to publicly perform, publicly display, reproduce, use, make, have made, sell, offer for sale, distribute (through multiple tiers of distribution), import, create derivative works of and otherwise commercialize and exploit the Feedback at NVIDIA's discretion. You will not give Feedback (i) that you have reason to believe is subject to any restriction that impairs the exercise of the grant stated in this section, such as third-party intellectual property rights or (ii) subject to license terms which seek to require any product incorporating or developed using such Feedback, or other intellectual property of NVIDIA or its affiliates, to be licensed to or otherwise shared with any third party.

11. Disclaimer of Warranties. THE SOFTWARE IS PROVIDED BY NVIDIA AS-IS AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, NVIDIA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT ANY CERTAIN CONTENT WILL BE AVAILABLE; OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO INFORMATION OR ADVICE GIVEN BY NVIDIA WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY PROVIDED IN THIS AGREEMENT. NVIDIA does not warrant or assume responsibility for the accuracy or completeness of any third-party information, text, graphics or links contained in the Software.

12. Limitations of Liability.

12.1. DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY (I) INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (II) DAMAGES FOR THE (A) COST OF PROCURING SUBSTITUTE GOODS OR (B) LOSS OF PROFITS, REVENUES, USE, DATA OR GOODWILL ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

12.2. DAMAGES CAP. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA'S TOTAL CUMULATIVE AGGREGATE LIABILITY FOR ANY AND ALL LIABILITIES, OBLIGATIONS OR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED FIVE U.S. DOLLARS (US\$5).

13. Governing Law and Jurisdiction. This Agreement will be governed in all respects by the laws of the United States and the laws of the State of Delaware, without regard to conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts residing in Santa Clara County, California will have exclusive jurisdiction over any dispute or claim arising out of or related to this Agreement, and the parties irrevocably consent to personal jurisdiction

and venue in those courts; except that either party may apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

14. General.

14.1. No Assignment. NVIDIA may assign, delegate or transfer its rights or obligations under this Agreement by any means or operation of law. You may not, without NVIDIA's prior written consent, assign, delegate or transfer any of your rights or obligations under this Agreement by any means or operation of law, and any attempt to do so is null and void.

14.2. No Waiver. No waiver of any term of the Agreement will be deemed a further or continuing waiver of such term or any other term, and NVIDIA's failure to assert any right or provision under the Agreement will not constitute a waiver of such right or provision.

14.3. Trade and Compliance. You agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, as amended, including without limitation U.S. Export Administration Regulations and Office of Foreign Assets Control regulations. You confirm (a) your understanding that export or reexport of certain NVIDIA products or technologies may require a license or other approval from appropriate authorities and (b) that it will not export or reexport any products or technology, directly or indirectly, without first obtaining any required license or other approval from appropriate authorities, (i) to any countries that are subject to any U.S. or local export restrictions (currently including, but not necessarily limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, the Region of Crimea, Donetsk People's Republic Region and Luhansk People's Republic Region); (ii) to any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, missiles, rocket systems, unmanned air vehicles capable of a maximum range of at least 300 kilometers, regardless of payload, or intended for military end-use, or any weapons of mass destruction; (iii) to any end-user who has been prohibited from participating in the U.S. or local export transactions by any governing authority; or (iv) to any known military or military-intelligence end-user or for any known military or military-intelligence end-use in accordance with U.S. trade compliance laws and regulations. Use of the Software under this Agreement must be consistent with NVIDIA's HumanRightsPolicy.pdf (nvidia.com).

14.4. Government Rights. The Software, documentation and technology ("Protected Items") are "Commercial products" as this term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in, respectively, 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 & 252.227-7014(a)(1). Before any Protected Items are supplied to the U.S. Government, you will (i) inform the U.S. Government in writing that the Protected Items are and must be treated as commercial computer software and commercial computer software documentation developed at private expense; (ii) inform the U.S. Government that the Protected Items are provided subject to the terms of the Agreement; and (iii) mark the Protected Items as commercial computer software and commercial computer software documentation developed at private expense. In no event will you permit the U.S. Government to acquire rights in Protected Items beyond those specified in 48 C.F.R. 52.227-19(b)(1)-(2) or 252.227-7013(c) except as expressly approved by NVIDIA in writing.

14.5. Notices. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department, with a copy emailed to legalnotices@nvidia.com. If NVIDIA needs to contact you about the Software, you consent to receive the notices by email and agree that such notices will satisfy any legal communication requirements.

14.6. Force Majeure. Neither party will be liable during any period where an event or circumstance prevents or delays that party from performing its obligations under this Agreement and that event or circumstance: (i) is not within the reasonable control of that party and is not the result of that party's negligence, and (ii) cannot be overcome or avoided by that party using reasonably diligent efforts.

14.7. Severability and Amendment. If a court of competent jurisdiction rules that a provision of this Agreement is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable and the remainder of this Agreement will continue in full force and effect. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

14.8. Independent Contractors. The parties are independent contractors, and this Agreement does not create a joint venture, partnership, agency or other form of business association between the parties. Neither party will have the power to bind the other party or incur any obligation on its behalf without the other party's prior written consent.

14.9. Construction. The headings in the Agreement are included solely for convenience and are not intended to affect the meaning or interpretation of the Agreement. As required by the context of the Agreement, the singular of a term includes the plural and vice versa.

14.10. Entire Agreement. Regarding the subject matter of this Agreement, the parties agree that (i) this Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior and contemporaneous communications and (ii) any additional or different terms or conditions, whether contained in purchase orders, order acknowledgments, invoices or otherwise, will not be binding and are null and void.

(v. March 4, 2024)

Chapter 3.

THIRD PARTY LICENSES

3.1. Microsoft Detours

Microsoft Detours is used under the Professional license (<http://research.microsoft.com/en-us/projects/detours/>).

NVIDIA agrees to include in all copies of the NVIDIA Applications a proprietary rights notice that includes a reference to Microsoft software being included in such applications. NVIDIA shall not remove or obscure, but shall retain in the Software, any copyright, trademark, or patent notices that appear in the Software.

3.2. Protobuf

Copyright © 2014, Google Inc. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- ▶ Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- ▶ Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- ▶ Neither the name of Google Inc. nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED

TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Code generated by the Protocol Buffer compiler is owned by the owner of the input file used when generating it. This code is not standalone and requires a support library to be linked with it. This support library is itself covered by the above license.

3.3. libbacktrace

Copyright (C) 2012-2016 Free Software Foundation, Inc.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- (1) Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- (2) Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- (3) The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Notice

ALL NVIDIA DESIGN SPECIFICATIONS, REFERENCE BOARDS, FILES, DRAWINGS, DIAGNOSTICS, LISTS, AND OTHER DOCUMENTS (TOGETHER AND SEPARATELY, "MATERIALS") ARE BEING PROVIDED "AS IS." NVIDIA MAKES NO WARRANTIES, EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE MATERIALS, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Information furnished is believed to be accurate and reliable. However, NVIDIA Corporation assumes no responsibility for the consequences of use of such information or for any infringement of patents or other rights of third parties that may result from its use. No license is granted by implication of otherwise under any patent rights of NVIDIA Corporation. Specifications mentioned in this publication are subject to change without notice. This publication supersedes and replaces all other information previously supplied. NVIDIA Corporation products are not authorized as critical components in life support devices or systems without express written approval of NVIDIA Corporation.

Trademarks

NVIDIA and the NVIDIA logo are trademarks or registered trademarks of NVIDIA Corporation in the U.S. and other countries. Other company and product names may be trademarks of the respective companies with which they are associated.

Copyright

© 2019-2024 NVIDIA Corporation and affiliates. All rights reserved.

This product includes software developed by the Syncro Soft SRL (<http://www.sync.ro/>).