



END USER LICENSE AGREEMENTS (EULA)

DR-06739-001_v01_v6.5 | August 2014



PREFACE

The following contains specific license terms and conditions for four separate NVIDIA products. By accepting this agreement, you agree to comply with all the terms and conditions applicable to the specific product(s) included herein.

NVIDIA CUDA Toolkit

Description

The NVIDIA CUDA Toolkit provides command-line and graphical tools for building, debugging and optimizing the performance of applications accelerated by NVIDIA GPUs, runtime and math libraries, and documentation including programming guides, user manuals, and API references. The NVIDIA CUDA Toolkit License Agreement is available in [Chapter 1](#).

Default Install Location of CUDA Toolkit

Windows platform:

```
%ProgramFiles%\NVIDIA GPU Computing Toolkit\CUDA\v#.#
```

Linux platform:

```
/usr/local/cuda-#.#
```

Mac platform:

```
/Developer/NVIDIA/CUDA-#.#
```

NVIDIA CUDA Samples

Description

This package includes over 100+ CUDA examples that demonstrate various CUDA programming principles, and efficient CUDA implementation of algorithms in specific application domains. The NVIDIA CUDA Samples License Agreement is available in [Chapter 2](#).

Default Install Location of CUDA Samples

Windows platform:

```
%ProgramData%\NVIDIA Corporation\CUDA Samples\v#.#
```

Linux platform:

```
/usr/local/cuda-#.#/samples
```

and

```
$HOME/NVIDIA_CUDA-#.#_Samples
```

Mac platform:

```
/Developer/NVIDIA/CUDA-#.#/samples
```

NVIDIA Driver

Description

This package contains the operating system driver and fundamental system software components for NVIDIA GPUs. The NVIDIA Driver License for the Windows platform is available in [Chapter 3](#), and the NVIDIA Driver License for the Linux and Mac OSX platforms is available in [Chapter 4](#).

NVIDIA Nsight Visual Studio Edition (Windows only)

Description

NVIDIA Nsight Development Platform, Visual Studio Edition is a development environment integrated into Microsoft Visual Studio that provides tools for debugging, profiling, analyzing and optimizing your GPU computing and graphics applications. The NVIDIA Nsight Visual Studio Edition License Agreement is available in [Chapter 5](#).

Default Install Location of Nsight Visual Studio Edition

Windows platform:

```
%ProgramFiles%\NVIDIA Corporation\Nsight Visual Studio Edition #.#
```

NVIDIA CUDA General Terms

Description

General terms that apply to all of the software components are available in [Chapter 6](#).

Chapter 1.

NVIDIA CUDA TOOLKIT LICENSE AGREEMENT

Important Notice

READ CAREFULLY: This Software License Agreement ("Agreement") for NVIDIA CUDA Toolkit, including computer software and associated documentation ("Software"), is the Agreement which governs use of the SOFTWARE of NVIDIA Corporation and its subsidiaries ("NVIDIA") downloadable herefrom. By downloading, installing, copying, or otherwise using the SOFTWARE, You (as defined below) agree to be bound by the terms of this Agreement. If You do not agree to the terms of this Agreement, do not download the SOFTWARE.

Recitals

Use of NVIDIA's SOFTWARE requires three elements: the SOFTWARE, an NVIDIA GPU or application processor ("NVIDIA Hardware"), and a computer system. The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is not sold, and instead is only licensed for Your use, strictly in accordance with this Agreement. The NVIDIA Hardware is protected by various patents, and is sold, but this Agreement does not cover the sale or use of such hardware, since it may not necessarily be sold as a package with the SOFTWARE. This Agreement sets forth the terms and conditions of the SOFTWARE only.

1.1. Definitions

1.1.1. Licensee

"You", or "Your" shall mean the entity or individual that downloads and uses the SOFTWARE.

1.1.2. Redistributable Software

"Redistributable Software" shall mean the redistributable libraries referenced in [Attachment A](#) of this Agreement.

1.1.3. Software

"SOFTWARE" shall mean the deliverables provided pursuant to this Agreement. SOFTWARE may be provided in either source or binary form, at NVIDIA's discretion.

1.2. Grant of License

1.2.1. Rights and Limitations of Grant

Provided that Licensee complies with the terms of this Agreement, NVIDIA hereby grants Licensee the following limited, non-exclusive, non-transferable, non-sublicensable (except as expressly permitted otherwise for Redistributable Software in [Section 1.2.1.1](#) and [Section 1.2.1.3](#) of this Agreement) right to use the SOFTWARE -- and, if the SOFTWARE is provided in source form, to compile the SOFTWARE -- with the following limitations:

1.2.1.1. Redistribution Rights

Licensee may transfer, redistribute, and sublicense certain files of the Redistributable SOFTWARE, as defined in [Attachment A](#) of this Agreement, provided, however, that (a) the Redistributable SOFTWARE shall be distributed solely in binary form to Licensee's licensees ("Customers") only as a component of Licensee's own software products (each, a "Licensee Application"); (b) Licensee shall design the Licensee Application such that the Redistributable SOFTWARE files are installed only in a private (non-shared) directory location that is used only by the Licensee Application; (c) Licensee shall obtain each Customer's written or clickwrap agreement to the license terms under a written, legally enforceable agreement that has the effect of protecting the SOFTWARE and the rights of NVIDIA under terms no less restrictive than this Agreement.

1.2.1.2. Usage Rights

Licensee may install and use multiple copies of the SOFTWARE on a shared computer or concurrently on different computers, and make multiple back-up copies of the SOFTWARE, solely for Licensee's use within Licensee's Enterprise. "Enterprise" shall mean individual use by Licensee or any legal entity (such as a corporation or university) and the subsidiaries it owns by more than 50 percent.

1.2.1.3. Further Redistribution Rights

Subject to the terms and conditions of the Agreement, Licensee may authorize Customers to further redistribute the Redistributable SOFTWARE that such Customers receive as part of the Licensee Application, solely in binary form, provided, however, that Licensee shall require in their standard software license agreements with Customers that all such redistributions must be made pursuant to a license agreement that has the effect of protecting the SOFTWARE and the rights of NVIDIA whose terms and conditions are at least as restrictive as those in the applicable Licensee software license agreement covering the Licensee Application. For avoidance of doubt, termination of this Agreement shall not affect rights previously granted by Licensee to its Customers under this Agreement to the extent validly granted to Customers under [Section 1.2.1.1](#).

1.2.1.4. Linux/FreeBSD Exception

Notwithstanding the foregoing terms of [Section 1.2.1.2](#), [Section 1.2.1.1](#) and [Section 1.2.1.3](#), SOFTWARE designed exclusively for use on the Linux or FreeBSD operating systems, or other operating systems derived from the source code to these operating systems, may be copied and redistributed, provided that the binary files thereof are not modified in any way (except for unzipping of compressed files).

1.2.1.5. Additional Licensing Obligations

Licensee acknowledges and agrees that its use of certain third party components included with the SOFTWARE may be subject to additional licensing terms and conditions as set forth or referenced in [Attachment B](#) of this Agreement.

1.2.1.6. Limitations

No Reverse Engineering

If the SOFTWARE is provided in binary form, Licensee may not reverse engineer, decompile, or disassemble the SOFTWARE, nor attempt in any other manner to obtain the source code.

No Separation of Components

The SOFTWARE is licensed as a single product. Except as authorized in this Agreement, Software component parts of the Software may not be separated for use on more than one computer, nor otherwise used separately from the other parts.

No Rental

Licensee may not rent or lease the SOFTWARE to someone else.

No Modifications

If the SOFTWARE is provided in source form, Licensee may not modify or create derivative works of the SOFTWARE.

1.3. Term and Termination

This Agreement will continue in effect for two (2) years ("Initial Term") after Your initial download and use of the SOFTWARE, subject to the exclusive right of NVIDIA to terminate as provided herein. The term of this Agreement will automatically renew for successive one (1) year renewal terms after the Initial Term, unless either party provides to the other party at least three (3) months prior written notice of termination before the end of the applicable renewal term.

This Agreement will automatically terminate if Licensee fails to comply with any of the terms and conditions hereof. In such event, Licensee must destroy all copies of the SOFTWARE and all of its component parts.

Defensive Suspension

If Licensee commences or participates in any legal proceeding against NVIDIA, then NVIDIA may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this Agreement during the pendency of such legal proceedings.

1.4. Copyright

All rights, title, interest and copyrights in and to the SOFTWARE (including but not limited to all images, photographs, animations, video, audio, music, text, and other information incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by NVIDIA, or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Accordingly, Licensee is required to treat the SOFTWARE like any other copyrighted material, except as otherwise allowed pursuant to this Agreement and that it may make one copy of the SOFTWARE solely for backup or archive purposes.

RESTRICTED RIGHTS NOTICE. Software has been developed entirely at private expense and is commercial computer software provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in the Agreement under which Software was obtained 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.

1.5. Applicable Law

This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. The courts of Santa Clara County, California shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement.

1.6. Disclaimer of Warranties and Limitations on Liability

1.6.1. No Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND NVIDIA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

1.6.2. No Liability for Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NVIDIA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.6.3. No Support

NVIDIA has no obligation to support or to provide any updates of the Software.

1.7. Miscellaneous

1.7.1. Feedback

Notwithstanding any Non-Disclosure Agreement executed by and between the parties, the parties agree that in the event Licensee or NVIDIA provides Feedback (as defined below) to the other party on how to design, implement, or improve the SOFTWARE or

Licensee's product(s) for use with the SOFTWARE, the following terms and conditions apply the Feedback:

1.7.1.1. Exchange of Feedback

Both parties agree that neither party has an obligation to give the other party any suggestions, comments or other feedback, whether verbally or in written or source code form, relating to (i) the SOFTWARE; (ii) Licensee's products; (iii) Licensee's use of the SOFTWARE; or (iv) optimization/interoperability of Licensee's product with the SOFTWARE (collectively defined as "Feedback"). In the event either party provides Feedback to the other party, the party receiving the Feedback may use any Feedback that the other party voluntarily provides to improve the (i) SOFTWARE or other related NVIDIA technologies, respectively for the benefit of NVIDIA; or (ii) Licensee's product or other related Licensee technologies, respectively for the benefit of Licensee. Accordingly, if either party provides Feedback to the other party, both parties agree that the other party and its respective licensees may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the (i) SOFTWARE or other related technologies; or (ii) Licensee's products or other related technologies, respectively, without the payment of any royalties or fees.

1.7.1.2. Residual Rights

Licensee agrees that NVIDIA shall be free to use any general knowledge, skills and experience, (including, but not limited to, ideas, concepts, know-how, or techniques) ("Residuals"), contained in the (i) Feedback provided by Licensee to NVIDIA; (ii) Licensee's products shared or disclosed to NVIDIA in connection with the Feedback; or (c) Licensee's confidential information voluntarily provided to NVIDIA in connection with the Feedback, which are retained in the memories of NVIDIA's employees, agents, or contractors who have had access to such Residuals. Subject to the terms and conditions of this Agreement, NVIDIA's employees, agents, or contractors shall not be prevented from using Residuals as part of such employee's, agent's or contractor's general knowledge, skills, experience, talent, and/or expertise. NVIDIA shall not have any obligation to limit or restrict the assignment of such employees, agents or contractors or to pay royalties for any work resulting from the use of Residuals.

1.7.1.3. Disclaimer of Warranty

FEEDBACK FROM EITHER PARTY IS PROVIDED FOR THE OTHER PARTY'S USE "AS IS" AND BOTH PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BOTH PARTIES DO NOT REPRESENT OR WARRANT THAT THE FEEDBACK WILL MEET THE OTHER PARTY'S REQUIREMENTS OR THAT THE OPERATION OR IMPLEMENTATION OF THE FEEDBACK WILL BE UNINTERRUPTED OR ERROR-FREE.

1.7.1.4. No Liability for Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE FEEDBACK, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.7.2. Freedom of Action

Licensee agrees that this Agreement is nonexclusive and NVIDIA may currently or in the future be developing software, other technology or confidential information internally, or receiving confidential information from other parties that maybe similar to the Feedback and Licensee's confidential information (as provided in [Section 1.7.1.2](#) above), which may be provided to NVIDIA in connection with Feedback by Licensee. Accordingly, Licensee agrees that nothing in this Agreement will be construed as a representation or inference that NVIDIA will not develop, design, manufacture, acquire, market products, or have products developed, designed, manufactured, acquired, or marketed for NVIDIA, that compete with the Licensee's products or confidential information.

1.7.3. No Implied Licenses

Under no circumstances should anything in this Agreement be construed as NVIDIA granting by implication, estoppel or otherwise, (i) a license to any NVIDIA product or technology other than the SOFTWARE; or (ii) any additional license rights for the SOFTWARE other than the licenses expressly granted in this Agreement.

If any provision of this Agreement is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This Agreement may only be modified in writing signed by an authorized officer of NVIDIA. Licensee agrees that it will not ship, transfer or export the SOFTWARE into any country, or use the SOFTWARE in any manner, prohibited by the United States Bureau of Industry and Security or any export laws, restrictions or regulations.

The parties agree that the following sections of the Agreement will survive the termination of the License: [Section 1.2.1.4](#), [Section 1.4](#), [Section 1.5](#), [Section 1.6](#), and [Section 1.7](#).

1.8. Attachment A

Redistributable Software

In connection with [Section 1.2.1.1](#) of this Agreement, the following files may be redistributed with software applications developed by Licensee, including certain variations of these files that have version number or architecture specific information

embedded in the file name - as an example only, for release version 6.0 of the 64-bit Windows software, the file cudart64_60.dll is redistributable.

```
Component : CUDA Runtime
  Windows : cudart.dll, cudart_static.lib, cudadevrt.lib
  Mac OSX : libcudart.dylib, libcudart_static.a, libcudadevrt.a
  Linux   : libcudart.so, libcudart_static.a, libcudadevrt.a
  Android : libcudart.so, libcudart_static.a, libcudadevrt.a

Component : CUDA FFT Library
  Windows : cufft.dll, cufftw.dll
  Mac OSX : libcufft.dylib, libcufft_static.a, libcufftw.dylib,
  libcufftw_static.a
  Linux   : libcufft.so, libcufft_static.a, libcufftw.so, libcufftw_static.a
  Android : libcufft.so, libcufft_static.a, libcufftw.so, libcufftw_static.a

Component : CUDA BLAS Library
  Windows : cublas.dll, cublas_device.lib
  Mac OSX : libcublas.dylib, libcublas_static.a, libcublas_device.a
  Linux   : libcublas.so, libcublas_static.a, libcublas_device.a
  Android : libcublas.so, libcublas_static.a, libcublas_device.a

Component : NVIDIA "Drop-in" BLAS Library
  Windows : nvblas.dll
  Mac OSX : libnvblas.dylib
  Linux   : libnvblas.so

Component : CUDA Sparse Matrix Library
  Windows : cusparse.dll
  Mac OSX : libcusparse.dylib, libcusparse_static.a
  Linux   : libcusparse.so, libcusparse_static.a
  Android : libcusparse.so, libcusparse_static.a

Component : CUDA Random Number Generation Library
  Windows : curand.dll
  Mac OSX : libcurand.dylib, libcurand_static.a
  Linux   : libcurand.so, libcurand_static.a
  Android : libcurand.so, libcurand_static.a

Component : NVIDIA Performance Primitives Library
  Windows : nppc.dll, nppi.dll, npps.dll
  Mac OSX : libnppc.dylib, libnppi.dylib, libnpps.dylib, libnppc_static.a,
  libnpps_static.a, libnppi_static.a
  Linux   : libnppc.so, libnppi.so, libnpps.so, libnppc_static.a,
  libnpps_static.a, libnppi_static.a
  Android : libnppc.so, libnppi.so, libnpps.so, libnppc_static.a,
  libnpps_static.a, libnppi_static.a

Component : Internal common library required for statically linking to cuBLAS,
cuSPARSE, cuFFT, cuRAND and NPP
  Mac OSX : libculibos.a
  Linux   : libculibos.a

Component : NVIDIA Optimizing Compiler Library
  Windows : nvvm.dll
  Mac OSX : libnvvm.dylib
  Linux   : libnvvm.so

Component : NVIDIA Common Device Math Functions Library
  Windows : libdevice.compute_20.bc, libdevice.compute_30.bc,
  libdevice.compute_35.bc
  Mac OSX : libdevice.compute_20.bc, libdevice.compute_30.bc,
  libdevice.compute_35.bc
  Linux   : libdevice.compute_20.bc, libdevice.compute_30.bc,
  libdevice.compute_35.bc

Component : CUDA Occupancy Calculation Header Library
  All     : cuda_occupancy.h

Component : Profiling Tools Interface Library
  Windows : cupti.dll
  Mac OSX : libcupti.dylib
  Linux   : libcupti.so
```

1.9. Attachment B

Additional Licensing Obligations

The following third party components included in the SOFTWARE are licensed to Licensee pursuant to the following terms and conditions:

1. Licensee's use of the following third party components is subject to the terms and conditions of GNU GPL v2.0:
 - a. gdb
 - b. Open64

This product includes copyrighted third-party software licensed under the terms of the GNU General Public License v2.0 ("GPL v2.0). All third-party software packages are copyright by their respective authors. GPL v2.0 terms and conditions are hereby incorporated into the Agreement by this reference. <http://www.gnu.org/licenses/old-licenses/gpl-2.0.txt>

2. Licensee's use of the following third party components is subject to the terms and conditions of GNU GPL v3.0:
 - a. gcc front-end v2.2

This product includes copyrighted third-party software licensed under the terms of the GNU General Public License v2.0 ("GPL v2.0). All third-party software packages are copyright by their respective authors. GPL v2.0 terms and conditions are hereby incorporated into the Agreement by this reference.

<http://www.gnu.org/licenses/gpl.html>

3. Licensee represents and warrants that any and all third party licensing and/or royalty payment obligations in connection with Licensee's use of the H.264 video codecs are solely the responsibility of Licensee.
4. Licensee's use of the Thrust library is subject to the terms and conditions of the Apache License Version 2.0. All third-party software packages are copyright by their respective authors. Apache License Version 2.0 terms and conditions are hereby incorporated into the Agreement by this reference. <http://www.apache.org/licenses/LICENSE-2.0.html>

In addition, Licensee acknowledges the following notice: Thrust includes source code from the Boost Iterator, Tuple, System, and Random Number libraries.

Boost Software License - Version 1.0 - August 17th, 2003

.

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

5. Licensee's use of the LLVM third party component is subject to the following terms and conditions:

```
=====
LLVM Release License
=====
```

```
University of Illinois/NCSA
Open Source License
```

```
Copyright (c) 2003-2010 University of Illinois at Urbana-Champaign.
All rights reserved.
```

```
Developed by:
```

```
    LLVM Team
```

```
    University of Illinois at Urbana-Champaign
```

```
    http://llvm.org
```

```
Permission is hereby granted, free of charge, to any person obtaining a copy
of this software and associated documentation files (the "Software"), to
deal with the Software without restriction, including without limitation the
rights to use, copy, modify, merge, publish, distribute, sublicense, and/or
sell copies of the Software, and to permit persons to whom the Software is
furnished to do so, subject to the following conditions:
```

- * Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimers.
- * Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimers in the documentation and/or other materials provided with the distribution.
- * Neither the names of the LLVM Team, University of Illinois at Urbana-Champaign, nor the names of its contributors may be used to endorse or promote products derived from this Software without specific prior written permission.

```
THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR
IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY,
FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL
THE CONTRIBUTORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR
OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE,
ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER
DEALINGS WITH THE SOFTWARE.
```

6. Licensee's use of the PCRE third party component is subject to the following terms and conditions:

PCRE LICENCE

PCRE is a library of functions to support regular expressions whose syntax and semantics are as close as possible to those of the Perl 5 language. Release 8 of PCRE is distributed under the terms of the "BSD" licence, as specified below. The documentation for PCRE, supplied in the "doc" directory, is distributed under the same terms as the software itself. The basic library functions are written in C and are freestanding. Also included in the distribution is a set of C++ wrapper functions, and a just-in-time compiler that can be used to optimize pattern matching. These are both optional features that can be omitted when the library is built.

THE BASIC LIBRARY FUNCTIONS

Written by: Philip Hazel
Email local part: ph10
Email domain: cam.ac.uk
University of Cambridge Computing Service,
Cambridge, England.
Copyright (c) 1997-2012 University of Cambridge
All rights reserved.

PCRE JUST-IN-TIME COMPILATION SUPPORT

Written by: Zoltan Herczeg
Email local part: hzmester
Email domain: freemail.hu
Copyright(c) 2010-2012 Zoltan Herczeg
All rights reserved.

STACK-LESS JUST-IN-TIME COMPILER

Written by: Zoltan Herczeg
Email local part: hzmester
Email domain: freemail.hu
Copyright(c) 2009-2012 Zoltan Herczeg
All rights reserved.

THE C++ WRAPPER FUNCTIONS

Contributed by: Google Inc.
Copyright (c) 2007-2012, Google Inc.
All rights reserved.

THE "BSD" LICENCE

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 the University of Cambridge nor the name of Google Inc. nor the names of their 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

7. Some of the cuBLAS library routines were written by or derived from code written by Vasily Volkov and are subject to the Modified Berkeley Software Distribution License as follows:

```
Copyright (c) 2007-2009, Regents of the University of California
```

```
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 the University of California, Berkeley 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 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.
```

8. Some of the cuBLAS library routines were written by or derived from code written by Davide Barbieri and are subject to the Modified Berkeley Software Distribution License as follows:

Copyright (c) 2008-2009 Davide Barbieri @ University of Rome Tor Vergata.

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.
- * 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.

9. Some of the cuBLAS library routines were derived from code developed by the University of Tennessee and are subject to the Modified Berkeley Software Distribution License as follows:

Copyright (c) 2010 The University of Tennessee.

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 listed in this license in the documentation and/or other materials provided with the distribution.
- * Neither the name of the copyright holders 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.

10. Some of the cuBLAS library routines were written by or derived from code written by Jonathan Hogg and are subject to the Modified Berkeley Software Distribution License as follows:

```
Copyright (c) 2012, The Science and Technology Facilities Council (STFC).
```

```
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 the STFC 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 STFC 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.
```

11. Some of the cuBLAS library routines were written by or derived from code written by Ahmad M. Abdelfattah, David Keyes, and Hatem Ltaief, and are subject to the Apache License, Version 2.0, as follows:

```
-- (C) Copyright 2013 King Abdullah University of Science and Technology
Authors:
Ahmad Abdelfattah (ahmad.ahmad@kaust.edu.sa)
David Keyes (david.keyes@kaust.edu.sa)
Hatem Ltaief (hatem.ltaief@kaust.edu.sa)
```

```
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 the King Abdullah University of Science and Technology 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
HOLDERS 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
```

12. Some of the cuSPARSE library routines were written by or derived from code written by Li-Wen Chang and are subject to the NCSA Open Source License as follows:

```
Copyright (c) 2012, University of Illinois.
```

```
All rights reserved.
```

```
Developed by: IMPACT Group, University of Illinois, http://  
impact.crhc.illinois.edu
```

```
Permission is hereby granted, free of charge, to any person obtaining  
a copy of this software and associated documentation files (the  
"Software"), to deal with the Software without restriction, including  
without limitation the rights to use, copy, modify, merge, publish,  
distribute, sublicense, and/or sell copies of the Software, and to  
permit persons to whom the Software is furnished to do so, subject to  
the following conditions:
```

- * 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 disclaimers in the documentation and/or other materials provided with the distribution.
- * Neither the names of IMPACT Group, University of Illinois, nor the names of its contributors may be used to endorse or promote products derived from this Software without specific prior written permission.

```
THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND,  
EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF  
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND  
NONINFRINGEMENT. IN NO EVENT SHALL THE CONTRIBUTORS OR COPYRIGHT  
HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER  
IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR  
IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS WITH THE  
SOFTWARE.
```

13. Some of the cuRAND library routines were written by or derived from code written by Mutsuo Saito and Makoto Matsumoto and are subject to the following license:

Copyright (c) 2009, 2010 Mutsuo Saito, Makoto Matsumoto and Hiroshima University. All rights reserved.

Copyright (c) 2011 Mutsuo Saito, Makoto Matsumoto, Hiroshima University and University of Tokyo. 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 the Hiroshima University 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.

14. Some of the cuRAND library routines were derived from code developed by D. E. Shaw Research and are subject to the following license:

Copyright 2010-2011, D. E. Shaw Research.

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 D. E. Shaw Research 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.

15. Licensee's use of the lz4 third party component is subject to the following terms and conditions:

Copyright (C) 2011-2013, Yann Collet.
 BSD 2-Clause License (<http://www.opensource.org/licenses/bsd-license.php>)

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.

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.

16. The NPP library uses code from the Boost Math Toolkit, and is subject to the following license:

Boost Software License - Version 1.0 - August 17th, 2003

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Chapter 2.

NVIDIA CORPORATION CUDA SAMPLES END USER LICENSE AGREEMENT

BY DOWNLOADING THE SOFTWARE AND OTHER AVAILABLE MATERIALS, YOU ("DEVELOPER" or "LICENSEE") AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT. IF DEVELOPER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT DOWNLOAD THE SOFTWARE AND MATERIALS.

The materials available for download to Developers may include software in both sample source ("Source Code") and object code ("Object Code") versions, documentation ("Documentation"), certain art work ("Art Assets") and other materials (collectively, these materials referred to herein as "Materials"). Except as expressly indicated herein, all terms and conditions of this Agreement apply to all of the Materials.

Except as expressly set forth herein, NVIDIA owns all of the Materials and makes them available to Developer only under the terms and conditions set forth in this Agreement.

2.1. License

Subject to the terms of this Agreement, NVIDIA hereby grants to Developer a royalty-free, non-exclusive license to possess and to use the Materials. Developer may install and use multiple copies of the Materials on a shared computer or concurrently on different computers, and make multiple back-up copies of the Materials, solely for Licensee's use within Licensee's Enterprise. "Enterprise" shall mean individual use by Licensee or any legal entity (such as a corporation or university) and the subsidiaries it owns by more than 50 percent.

The following terms apply to the specified type of Material.

2.1.1. Source Code

Developer shall have the right to modify and create derivative works with the Source Code. Developer shall own any derivative works ("Derivatives") it creates to the Source Code, provided that Developer uses the Materials in accordance with the terms and conditions of this Agreement. Developer may distribute the Derivatives, provided that all NVIDIA copyright notices and trademarks are propagated and used properly and the Derivatives include the following statement: "This software contains source code provided by NVIDIA Corporation."

2.1.2. Object Code

Developer agrees not to disassemble, decompile or reverse engineer the Object Code versions of any of the Materials. Developer acknowledges that certain of the Materials provided in Object Code version may contain third party components that may be subject to restrictions, and expressly agrees not to attempt to modify or distribute such Materials without first receiving consent from NVIDIA.

2.1.3. Art Assets

Developer shall have the right to modify and create Derivatives of the Art Assets, but may not distribute any of the Art Assets or Derivatives created therefrom without NVIDIA's prior written consent.

2.1.4. No Other License

No rights or licenses with respect to any proprietary information or patent, copyright, trade secret or other intellectual property right owned or controlled by NVIDIA are granted by NVIDIA to Developer under this Agreement, expressly or by implication, except as expressly provided in this Agreement. Licensee represents and warrants that any and all third party licensing and/or royalty payment obligations in connection with Licensee's use of the H.264 video codecs are solely the responsibility of Licensee.

2.1.5. Intellectual Property Ownership

All rights, title, interest and copyrights in and to the Materials (including but not limited to all images, photographs, animations, video, audio, music, text, and other information incorporated into the Materials), are owned by NVIDIA, or its suppliers. The Materials are protected by copyright laws and international treaty provisions. Accordingly, Developer is required to treat the Materials like any other copyrighted material, except as otherwise allowed pursuant to this Agreement.

2.2. Term of Agreement

This Agreement is effective until (i) automatically terminated if Developer fails to comply with any of the terms and conditions of this Agreement; or (ii) terminated by NVIDIA. NVIDIA may terminate this Agreement (and with it, all of Developer's right to the Materials) immediately upon written notice (which may include email) to Developer, with or without cause. For the sake of clarity, Licensee may continue to use the Derivatives created pursuant to this Agreement, after the termination or expiration of this Agreement.

2.3. Defensive Suspension

If Developer commences or participates in any legal proceeding against NVIDIA, then NVIDIA may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this Agreement during the pendency of such legal proceedings.

2.4. No Support

NVIDIA has no obligation to support or to continue providing or updating any of the Materials.

2.5. No Warranty

THE SOFTWARE AND ANY OTHER MATERIALS PROVIDED BY NVIDIA TO DEVELOPER HEREUNDER ARE PROVIDED "AS IS." NVIDIA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

2.6. Limitation of Liability

NVIDIA SHALL NOT BE LIABLE TO DEVELOPER, DEVELOPER'S CUSTOMERS, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH OR UNDER DEVELOPER FOR ANY LOSS OF PROFITS, INCOME, SAVINGS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES (WHETHER IN AN ACTION IN CONTRACT, TORT OR BASED ON A WARRANTY), EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT

SHALL NVIDIA'S AGGREGATE LIABILITY TO DEVELOPER OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH OR UNDER DEVELOPER EXCEED THE AMOUNT OF MONEY ACTUALLY PAID BY DEVELOPER TO NVIDIA FOR THE SOFTWARE OR ANY OTHER MATERIALS.

2.7. Applicable Law

This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

2.8. Feedback

Notwithstanding any Non-Disclosure Agreement executed by and between the parties, the parties agree that in the event Licensee or NVIDIA provides Feedback (as defined below) to the other party on how to design, implement, or improve the SOFTWARE or Licensee's product(s) for use with the SOFTWARE, the following terms and conditions apply the Feedback:

2.8.1. Exchange of Feedback

Both parties agree that neither party has an obligation to give the other party any suggestions, comments or other feedback, whether verbally or in written or source code form, relating to (i) the SOFTWARE; (ii) Licensee's products; (iii) Licensee's use of the SOFTWARE; or (iv) optimization/interoperability of Licensee's product with the SOFTWARE (collectively defined as "Feedback"). In the event either party provides Feedback to the other party, the party receiving the Feedback may use any Feedback that the other party voluntarily provides to improve the (i) SOFTWARE or other related NVIDIA technologies, respectively for the benefit of NVIDIA; or (ii) Licensee's product or other related Licensee technologies, respectively for the benefit of Licensee. Accordingly, if either party provides Feedback to the other party, both parties agree that the other party and its respective licensees may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the (i) SOFTWARE or other related technologies; or (ii) Licensee's products or other related technologies, respectively, without the payment of any royalties or fees.

2.8.2. Residual Rights

Licensee agrees that NVIDIA shall be free to use any general knowledge, skills and experience, (including, but not limited to, ideas, concepts, know-how, or techniques) ("Residuals"), contained in the (i) Feedback provided by Licensee to NVIDIA; (ii) Licensee's products shared or disclosed to NVIDIA in connection with the Feedback; or (c) Licensee's confidential information voluntarily provided to NVIDIA in connection

with the Feedback, which are retained in the memories of NVIDIA's employees, agents, or contractors who have had access to such Residuals. Subject to the terms and conditions of this Agreement, NVIDIA's employees, agents, or contractors shall not be prevented from using Residuals as part of such employee's, agent's or contractor's general knowledge, skills, experience, talent, and/or expertise. NVIDIA shall not have any obligation to limit or restrict the assignment of such employees, agents or contractors or to pay royalties for any work resulting from the use of Residuals.

2.8.3. Disclaimer of Warranty

FEEDBACK FROM EITHER PARTY IS PROVIDED FOR THE OTHER PARTY'S USE "AS IS" AND BOTH PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BOTH PARTIES DO NOT REPRESENT OR WARRANT THAT THE FEEDBACK WILL MEET THE OTHER PARTY'S REQUIREMENTS OR THAT THE OPERATION OR IMPLEMENTATION OF THE FEEDBACK WILL BE UNINTERRUPTED OR ERROR-FREE.

2.8.4. No Liability for Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE FEEDBACK, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.9. Freedom of Action

Developer agrees that this Agreement is nonexclusive and NVIDIA may currently or in the future be developing software, other technology or confidential information internally, or receiving confidential information from other parties that maybe similar to the Feedback and Developer's confidential information (as provided in subsection 2 above), which may be provided to NVIDIA in connection with Feedback by Developer. Accordingly, Developer agrees that nothing in this Agreement will be construed as a representation or inference that NVIDIA will not develop, design, manufacture, acquire, market products, or have products developed, designed, manufactured, acquired, or marketed for NVIDIA, that compete with the Developer's products or confidential information.

2.10. Restricted Rights Notice

Materials have been developed entirely at private expense and is commercial computer software provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in the license agreement under which Materials was obtained 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.

2.11. Miscellaneous

If any provision of this Agreement is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This Agreement may only be modified in writing signed by an authorized officer of NVIDIA. Developer agrees that it will not ship, transfer or export the Materials into any country, or use the Materials in any manner, prohibited by the United States Bureau of Industry and Security or any export laws, restrictions or regulations.

Chapter 3.

NVIDIA DRIVER LICENSE FOR CUSTOMER USE OF NVIDIA SOFTWARE ON WINDOWS

IMPORTANT NOTICE -- READ CAREFULLY:

This License For Customer Use of NVIDIA Software ("LICENSE") is the agreement which governs use of the software of NVIDIA Corporation and its subsidiaries ("NVIDIA") downloadable herefrom, including computer software and associated printed materials ("SOFTWARE"). By downloading, installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms of this LICENSE. If you do not agree to the terms of this LICENSE, do not download the SOFTWARE.

RECITALS:

Use of NVIDIA's products requires three elements: the SOFTWARE, the hardware on a graphics controller board, and a personal computer. The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is not sold, and instead is only licensed for use, strictly in accordance with this document. The hardware is protected by various patents, and is sold, but this LICENSE does not cover that sale, since it may not necessarily be sold as a package with the SOFTWARE. This LICENSE sets forth the terms and conditions of the SOFTWARE LICENSE only.

3.1. Definitions

3.1.1. Customer

Customer means the entity or individual that downloads the SOFTWARE.

3.2. Grant of License

3.2.1. Rights and Limitations of Grant

NVIDIA hereby grants Customer the following non-exclusive, non-transferable right to use the SOFTWARE, with the following limitations:

3.2.1.1. Rights

Customer may install and use multiple copies of the SOFTWARE on a shared computer or concurrently on different computers, and make multiple back-up copies of the SOFTWARE, solely for Customer's use within Customer's Enterprise. "Enterprise" shall mean individual use by Customer or any legal entity (such as a corporation or university) and the subsidiaries it owns by more than fifty percent (50%).

3.2.1.2. Linux/FreeBSD Exception

Notwithstanding the foregoing terms of [Section 3.2.1.1](#), SOFTWARE designed exclusively for use on the Linux or FreeBSD operating systems, or other operating systems derived from the source code to these operating systems, may be copied and redistributed, provided that the binary files thereof are not modified in any way (except for unzipping of compressed files).

3.2.1.3. Limitations

No Reverse Engineering

Customer may not reverse engineer, decompile, or disassemble the SOFTWARE, nor attempt in any other manner to obtain the source code.

No Separation of Components

The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer, nor otherwise used separately from the other parts.

No Rental

Customer may not rent or lease the SOFTWARE to someone else.

3.3. Termination

This LICENSE will automatically terminate if Customer fails to comply with any of the terms and conditions hereof. In such event, Customer must destroy all copies of the SOFTWARE and all of its component parts.

Defensive Suspension. If Customer commences or participates in any legal proceeding against NVIDIA, then NVIDIA may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this LICENSE during the pendency of such legal proceedings.

3.4. Copyright

All title and copyrights in and to the SOFTWARE (including but not limited to all images, photographs, animations, video, audio, music, text, and other information incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by NVIDIA, or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Accordingly, Customer is required to treat the SOFTWARE like any other copyrighted material, except as otherwise allowed pursuant to this LICENSE and that it may make one copy of the SOFTWARE solely for backup or archive purposes.

3.5. Applicable Law

This LICENSE shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

3.6. Disclaimer of Warranties and Limitations on Liability

3.6.1. No Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND NVIDIA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO OR ARISING FROM THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Without limiting the foregoing, you are solely responsible for determining and verifying that

the SOFTWARE that you obtain and install is the appropriate version for your model of graphics controller board, operating system, and computer hardware.

3.6.2. No Liability for Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE FEEDBACK, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.7. System Updates (for the Windows platform only)

Customer hereby agrees and acknowledges that the SOFTWARE may access, collect non-personally identifiable information about, update, and configure Customer's system in order to properly optimize such system for use with the SOFTWARE. To the extent that Customer uses the SOFTWARE, Customer hereby consents to all of the foregoing, and represent and warrant that Customer has the right to grant such consent. In addition, Customer agrees that Customer is solely responsible for maintaining appropriate data backups and system restore points for Customer's system, and that NVIDIA will have no responsibility for any damage or loss to such system (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 system (or any part of such system) initiated through the SOFTWARE; or (b) installation of any SOFTWARE or third party software patches through the NVIDIA Update Service. The SOFTWARE may contain links to websites and services. We encourage you to review the privacy statements on those sites and services that you choose to visit so that you can understand how they may collect, use and share your personal information. NVIDIA is not responsible for the privacy statements or practices of sites and services controlled by other companies or organizations.

Registration and Customer Information. Customer represents and warrants that the non-personally identifiable information that Customer has furnished in connection with its registration for the SOFTWARE is complete and accurate. Customer also acknowledges that from time to time, NVIDIA may collect, use, and disclose such information about Customer and/or Customer's system in connection with the SOFTWARE in accordance with NVIDIA's privacy policy, available at URL http://www.nvidia.com/object/privacy_policy.html. If Customer does not wish the SOFTWARE to provide system updates as described in this [Section 3.7](#), uncheck "Automatically check for

updates" in the "Preferences" tab of the applicable NVIDIA Update control panel for the SOFTWARE.

3.8. Miscellaneous

If any provision of this LICENSE is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This LICENSE is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This LICENSE may only be modified in writing signed by an authorized officer of NVIDIA. Customer agrees that it will not ship, transfer or export the SOFTWARE into any country, or use the SOFTWARE in any manner, prohibited by the United States Bureau of Industry and Security or any export laws, restrictions or regulations.

Chapter 4.

NVIDIA DRIVER LICENSE FOR CUSTOMER USE OF NVIDIA SOFTWARE ON LINUX AND MAC OSX

IMPORTANT NOTICE -- READ CAREFULLY:

This License For Customer Use of NVIDIA Software ("LICENSE") is the agreement which governs use of the software of NVIDIA Corporation and its subsidiaries ("NVIDIA") downloadable herefrom, including computer software and associated printed materials ("SOFTWARE"). By downloading, installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms of this LICENSE. If you do not agree to the terms of this LICENSE, do not download the SOFTWARE.

RECITALS:

Use of NVIDIA's products requires three elements: the SOFTWARE, the hardware on a graphics controller board, and a personal computer. The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is not sold, and instead is only licensed for use, strictly in accordance with this document. The hardware is protected by various patents, and is sold, but this agreement does not cover that sale, since it may not necessarily be sold as a package with the SOFTWARE. This agreement sets forth the terms and conditions of the SOFTWARE LICENSE only.

4.1. DEFINITIONS

4.1.1. Customer

Customer means the entity or individual that downloads the SOFTWARE.

4.2. GRANT OF LICENSE

4.2.1. Rights and Limitations of Grant

NVIDIA hereby grants Customer the following non-exclusive, non-transferable right to use the SOFTWARE, with the following limitations:

4.2.1.1. Rights

Customer may install and use multiple copies of the SOFTWARE on a shared computer or concurrently on different computers, and make multiple back-up copies of the SOFTWARE, solely for Customer's use within Customer's Enterprise. "Enterprise" shall mean individual use by Customer or any legal entity (such as a corporation or university) and the subsidiaries it owns by more than fifty percent (50%).

4.2.1.2. Linux/FreeBSD Exception

Notwithstanding the foregoing terms of [Section 4.2.1.1](#), SOFTWARE designed exclusively for use on the Linux or FreeBSD operating systems, or other operating systems derived from the source code to these operating systems, may be copied and redistributed, provided that the binary files thereof are not modified in any way (except for unzipping of compressed files).

4.2.1.3. Limitations

No Reverse Engineering

Customer may not reverse engineer, decompile, or disassemble the SOFTWARE, nor attempt in any other manner to obtain the source code.

No Separation of Components

The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer, nor otherwise used separately from the other parts.

No Rental

Customer may not rent or lease the SOFTWARE to someone else.

4.3. TERMINATION

This LICENSE will automatically terminate if Customer fails to comply with any of the terms and conditions hereof. In such event, Customer must destroy all copies of the SOFTWARE and all of its component parts.

Defensive Suspension. If Customer commences or participates in any legal proceeding against NVIDIA, then NVIDIA may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this LICENSE during the pendency of such legal proceedings.

4.4. COPYRIGHT

All title and copyrights in and to the SOFTWARE (including but not limited to all images, photographs, animations, video, audio, music, text, and other information incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by NVIDIA, or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Accordingly, Customer is required to treat the SOFTWARE like any other copyrighted material, except as otherwise allowed pursuant to this LICENSE and that it may make one copy of the SOFTWARE solely for backup or archive purposes.

4.5. APPLICABLE LAW

This agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California.

4.6. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY

4.6.1. No Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND NVIDIA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.6.2. No Liability for Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NVIDIA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.7. MISCELLANEOUS

The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If any provision of this LICENSE is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. Customer agrees that it will not ship, transfer or export the SOFTWARE into any country, or use the SOFTWARE in any manner, prohibited by the United States Bureau of Export Administration or any export laws, restrictions or regulations. This LICENSE may only be modified in writing signed by an authorized officer of NVIDIA.

Chapter 5.

NVIDIA NSIGHT DEVELOPMENT PLATFORM, VISUAL STUDIO EDITION SOFTWARE LICENSE AGREEMENT (WINDOWS ONLY)

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING

Do not use or load this software and any associated materials provided by NVIDIA on its extranet (collectively the "Software") until You have carefully read the following terms and conditions. By loading or using the Software, You agree to fully comply with the terms and conditions of this Software License Agreement ("Agreement") by and between NVIDIA Corporation, a Delaware corporation with its principal place of business at 2701 San Tomas Expressway, Santa Clara, California 95050 U.S.A. ("NVIDIA"), and You. If You do not wish to so agree, do not install or use the Software.

For the purposes of this Agreement:

"Licensee," "You" and/or "Your" shall mean, collectively and individually, Original Equipment Manufacturers, Independent Hardware Vendors, Independent Software Vendors, and End-Users of the Software pursuant to the terms and conditions of this Agreement.

"Intellectual Property Rights" shall mean all proprietary rights, including all patents, trademarks, copyrights, know-how, trade secrets, mask works, including all applications and registrations thereto, and any other similar protected rights in any country.

5.1. Grant of License

NVIDIA agrees to provide the Software and any associated materials pursuant to this Agreement. Subject to the terms of this Agreement, NVIDIA grants to You a nonexclusive, transferable, worldwide, revocable, limited, royalty-free, fully paid-up license under NVIDIA's copyrights to install, deploy, use, have used execute, reproduce,

display, perform, run, the object code of the Software, to create Your products to interoperate with NVIDIA hardware and software.

Unless otherwise authorized in the Agreement, You shall not otherwise assign, sublicense, lease, or in any other way transfer or disclose Software to any third party. Unless otherwise authorized in the Agreement, You shall not reverse-compile, disassemble, reverse-engineer, or in any manner attempt to derive the source code of the Software from the object code portions of the Software.

Except as expressly stated in this Agreement, no license or right is granted to You directly or by implication, inducement, estoppels or otherwise. NVIDIA shall have the right to inspect or have an independent auditor inspect Your relevant records to verify Your compliance with the terms and conditions of this Agreement.

5.2. Confidentiality

If applicable, any exchange of Confidential Information (as defined in the NDA) shall be made pursuant to the terms and conditions of a separately signed Non-Disclosure Agreement ("NDA") by and between NVIDIA and You. For the sake of clarity, You agree that (a) the Software; and (b) Your use of the Software/participation in the Software's pre-production release is considered Confidential Information of NVIDIA.

If You wish to have a third party consultant or subcontractor ("Contractor") perform work on Your behalf which involves access to or use of Software, You shall obtain a written confidentiality agreement from the Contractor which contains terms and obligations with respect to access to or use of Software no less restrictive than those set forth in this Agreement and excluding any distribution or sublicense rights, and use for any other purpose than permitted in this Agreement. Otherwise, You shall not disclose the terms or existence of this Agreement or use NVIDIA's name in any publications, advertisements, or other announcements without NVIDIA's prior written consent. Unless otherwise provided in this Agreement, You do not have any rights to use any NVIDIA trademarks or logos.

5.3. Ownership of Software and Intellectual Property Rights

All rights, title and interest to all copies of the Software remain with NVIDIA, subsidiaries, licensors, or its suppliers. The Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Software. NVIDIA may make changes to the Software, or to items referenced therein, at any time and without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided,

NVIDIA grants no express or implied right under any NVIDIA patents, copyrights, trademarks, or other intellectual property rights.

You have no obligation to give NVIDIA any suggestions, comments or other feedback ("Feedback") relating to the Software. However, NVIDIA may use and include any Feedback that You voluntarily provide to improve the Software or other related NVIDIA technologies. Accordingly, if You provide Feedback, You agree NVIDIA and its licensees may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Software or other related technologies without the payment of any royalties or fees. You also agree that the Software may collect application specific session data and target device information that shall be sent to NVIDIA, solely for use by NVIDIA in improving the Software.

5.4. No Warranties

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NVIDIA does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software. NVIDIA does not represent that errors or other defects will be identified or corrected.

5.5. Limitation of Liability

EXCEPT WITH RESPECT TO THE MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR DISCLOSURE OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT, IN NO EVENT SHALL NVIDIA, SUBSIDIARIES, LICENSORS, OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDIRECT, LOST PROFITS, CONSEQUENTIAL, BUSINESS INTERRUPTION OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. NOTWITHSTANDING THE FOREGOING, NVIDIA'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (USD\$100).

5.6. Term

This Agreement and the licenses granted hereunder shall be effective as of the date You install/download the Software ("Effective Date") and continue perpetually, unless terminated earlier in accordance with the "Termination" provision of this Agreement.

5.7. Termination

NVIDIA may terminate this Agreement at any time if You violate its terms. Upon termination, You will immediately destroy the Software or return all copies of the Software to NVIDIA, and certify to NVIDIA in writing that such actions have been completed.

5.8. Miscellaneous

5.8.1. Survival

Those provisions in this Agreement, which by their nature need to survive the termination or expiration of this Agreement, shall survive termination or expiration of the Agreement, including but not limited to [Section 5.2](#), [Section 5.3](#), [Section 5.4](#), [Section 5.5](#), [Section 5.7](#), and [Section 5.8](#).

5.8.2. Applicable Laws

Claims arising under this Agreement shall be governed by the laws of Delaware, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods. The state and/or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of this Agreement. You may not export the Software in violation of applicable export laws and regulations.

5.8.3. Amendment

The Agreement shall not be modified except by a written agreement that names this Agreement and any provision to be modified, is dated subsequent to the Effective Date, and is signed by duly authorized representatives of both parties.

5.8.4. No Waiver

No failure or delay on the part of either party in the exercise of any right, power or remedy under this Agreement or under law, or to insist upon or enforce performance by

the other party of any of the provisions of this Agreement or under law, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy; rather the provision, right, or remedy shall be and remain in full force and effect.

5.8.5. No Assignment

This Agreement and Licensee's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by Licensee without NVIDIA's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon Licensee's assignees.

5.8.6. Government Restricted Rights

The parties acknowledge that the Software is subject to U.S. export control laws and regulations. The parties agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

The Software has been developed entirely at private expense and is commercial computer software provided with RESTRICTED RIGHTS. Use, duplication or disclosure of the Software by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in the Agreement under which the Software was obtained 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. Use of the Software by the Government constitutes acknowledgment of NVIDIA's proprietary rights therein.

5.8.7. Independent Contractors

Licensee's relationship to NVIDIA is that of an independent contractor, and neither party is an agent or partner of the other. Licensee will not have, and will not represent to any third party that it has, any authority to act on behalf of NVIDIA.

5.8.8. Severability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly

in accordance with its terms and without any strict construction in favor of or against either party.

5.8.9. Entire Agreement

This Agreement and NDA constitute the entire agreement between the parties with respect to the subject matter contemplated herein, and merges all prior and contemporaneous communications.

MICROSOFT SOFTWARE LICENSE TERMS
MICROSOFT DIRECTX END USER RUNTIME

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- * updates,
- * supplements,
- * Internet-based services, and
- * support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS. You may install and use any number of copies of the software on your devices.

2. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- * work around any technical limitations in the software;
- * reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- * make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- * publish the software for others to copy;
- * rent, lease or lend the software;
- * transfer the software or this agreement to any third party; or
- * use the software for commercial software hosting services.

3. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

4. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

5. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

6. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.

7. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

8. APPLICABLE LAW.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims

The Software contains components, as listed below that are licensed to Licensee pursuant to the terms and conditions of their respective End User License Agreements:

NVIDIA CUDA Samples

NVIDIA CUDA Toolkit

NVIDIA DirectX SDK

More information, including licensing information, about the NVIDIA CUDA Toolkit and the NVIDIA CUDA Samples can be found at: <http://www.nvidia.com/getcuda>

More information, including licensing information, about the NVIDIA DirectX SDK can be found at: http://developer.nvidia.com/object/sdk_home.html

Chapter 6.

NVIDIA CUDA GENERAL TERMS

The Software, on the Windows platform, may collect non-personally identifiable information for the purposes of customizing information delivered to you and improving future versions of the Software. Such information, including IP address and system configuration, will only be collected on an anonymous basis and cannot be linked to any personally identifiable information. Personally identifiable information such as your username or hostname is not collected.