



# NSIGHT SYSTEMS

v2021.5.4 | December 2021

## Copyright and Licenses



## TABLE OF CONTENTS

Chapter 1. NVIDIA Software License Agreement.....	1
Chapter 2. Third Party Licenses.....	11
2.1. Third Party Copyright and License Notices.....	11

# Chapter 1.

## NVIDIA SOFTWARE LICENSE AGREEMENT

NVIDIA CORPORATION

NVIDIA SOFTWARE LICENSE AGREEMENT

IMPORTANT — READ BEFORE DOWNLOADING, INSTALLING, COPYING OR USING THE LICENSED SOFTWARE

This Software License Agreement ("SLA"), made and entered into as of the time and date of click through action ("Effective Date"), is a legal agreement between you and NVIDIA Corporation ("NVIDIA") and governs the use of the NVIDIA computer software and the documentation made available for use with such NVIDIA software. By downloading, installing, copying, or otherwise using the NVIDIA software and/or documentation, you agree to be bound by the terms of this SLA. If you do not agree to the terms of this SLA, do not download, install, copy or use the NVIDIA software or documentation. IF YOU ARE ENTERING INTO THIS SLA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS SLA, IN WHICH CASE "YOU" WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DON'T HAVE SUCH AUTHORITY, OR IF YOU DON'T ACCEPT ALL THE TERMS AND CONDITIONS OF THIS SLA, THEN NVIDIA DOES NOT AGREE TO LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MAY NOT DOWNLOAD, INSTALL, COPY OR USE IT.

### 1. LICENSE.

1.1 License Grant. Subject to the terms of the AGREEMENT, NVIDIA hereby grants you a non-exclusive, non-transferable license, without the right to sublicense (except as expressly set forth in a Supplement), during the applicable license term unless earlier terminated as provided below, to have Authorized Users install and use the Software, including modifications (if expressly permitted in a Supplement), in accordance with the Documentation. You are only licensed to activate and use Licensed Software for which you have a valid license, even if during the download or installation you are presented with other product options. No Orders are binding on NVIDIA until accepted by NVIDIA. Your Orders are subject to the AGREEMENT.

SLA Supplements: Certain Licensed Software licensed under this SLA may be subject to additional terms and conditions that will be presented to you in a Supplement for acceptance prior to the delivery of such Licensed Software under this SLA and the

applicable Supplement. Licensed Software will only be delivered to you upon your acceptance of all applicable terms.

**1.2 Limited Purpose Licenses.** If your license is provided for one of the purposes indicated below, then notwithstanding contrary terms in Section 1.1 or in a Supplement, such licenses are for internal use and do not include any right or license to sub-license and distribute the Licensed Software or its output in any way in any public release, however limited, and/or in any manner that provides third parties with use of or access to the Licensed Software or its functionality or output, including (but not limited to) external alpha or beta testing or development phases. Further:

(i) **Evaluation License.** You may use evaluation licenses solely for your internal evaluation of the Licensed Software for broader adoption within your Enterprise or in connection with a NVIDIA product purchase decision, and such licenses have an expiration date as indicated by NVIDIA in its sole discretion (or ninety days from the date of download if no other duration is indicated).

(ii) **Educational/Academic License.** You may use educational/academic licenses solely for educational purposes and all users must be enrolled or employed by an academic institution. If you do not meet NVIDIA's academic program requirements for educational institutions, you have no rights under this license.

(iii) **Test/Development License.** You may use test/development licenses solely for your internal development, testing and/or debugging of your software applications or for interoperability testing with the Licensed Software, and such licenses have an expiration date as indicated by NVIDIA in its sole discretion (or one year from the date of download if no other duration is indicated). NVIDIA Confidential Information under the AGREEMENT includes output from Licensed Software developer tools identified as "Pro" versions, where the output reveals functionality or performance data pertinent to NVIDIA hardware or software products.

**1.3 Pre-Release Licenses.** With respect to alpha, beta, preview, and other pre-release Software and Documentation ("**Pre- Release Licensed Software**") delivered to you under the AGREEMENT you acknowledge and agree that such Pre-Release Licensed Software (i) may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercially provided NVIDIA software and documentation, and (ii) use of such Pre-Release Licensed Software may result in unexpected results, loss of data, project delays or other unpredictable damage or loss. THEREFORE, PRE-RELEASE LICENSED SOFTWARE IS NOT INTENDED FOR USE, AND SHOULD NOT BE USED, IN PRODUCTION OR BUSINESS-CRITICAL SYSTEMS. NVIDIA has no obligation to make available a commercial version of any Pre-Release Licensed Software and NVIDIA has the right to abandon development of Pre-Release Licensed Software at any time without liability.

**1.4 Enterprise and Contractor Usage.** You may allow your Enterprise employees and Contractors to access and use the Licensed Software pursuant to the terms of the AGREEMENT solely to perform work on your behalf, provided further that with respect to Contractors: (i) you obtain a written agreement from each Contractor which contains terms and obligations with respect to access to and use of Licensed Software no less protective of NVIDIA than those set forth in the AGREEMENT, and (ii) such Contractor's access and use expressly excludes any sublicensing or distribution rights

for the Licensed Software. You are responsible for the compliance with the terms and conditions of the AGREEMENT by your Enterprise and Contractors. Any act or omission that, if committed by you, would constitute a breach of the AGREEMENT shall be deemed to constitute a breach of the AGREEMENT if committed by your Enterprise or Contractors.

1.5 Services. Except as expressly indicated in an Order, NVIDIA is under no obligation to provide support for the Licensed Software or to provide any patches, maintenance, updates or upgrades under the AGREEMENT. Unless patches, maintenance, updates or upgrades are provided with their separate governing terms and conditions, they constitute Licensed Software licensed to you under the AGREEMENT.

## 2. LIMITATIONS.

2.1 License Restrictions. Except as expressly authorized in the AGREEMENT, you agree that you will not (nor authorize third parties to): (i) copy and use Software that was licensed to you for use in one or more NVIDIA hardware products in other unlicensed products (provided that copies solely for backup purposes are allowed); (ii) reverse engineer, decompile, disassemble (except to the extent applicable laws specifically require that such activities be permitted) or attempt to derive the source code, underlying ideas, algorithm or structure of Software provided to you in object code form; (iii) sell, transfer, assign, distribute, rent, loan, lease, sublicense or otherwise make available the Licensed Software or its functionality to third parties (a) as an application services provider or service bureau, (b) by operating hosted/virtual system environments, (c) by hosting, time sharing or providing any other type of services, or (d) otherwise by means of the internet; (iv) modify, translate or otherwise create any derivative works of any Licensed Software; (v) remove, alter, cover or obscure any proprietary notice that appears on or with the Licensed Software or any copies thereof; (vi) use the Licensed Software, or allow its use, transfer, transmission or export in violation of any applicable export control laws, rules or regulations; (vii) distribute, permit access to, or sublicense the Licensed Software as a stand-alone product; (viii) bypass, disable, circumvent or remove any form of copy protection, encryption, security or digital rights management or authentication mechanism used by NVIDIA in connection with the Licensed Software, or use the Licensed Software together with any authorization code, serial number, or other copy protection device not supplied by NVIDIA directly or through an authorized reseller; (ix) use the Licensed Software for the purpose of developing competing products or technologies or assisting a third party in such activities; (x) use the Licensed Software with any system or application where the use or failure of such system or application can reasonably be expected to threaten or result in personal injury, death, or catastrophic loss including, without limitation, use in connection with any nuclear, avionics, navigation, military, medical, life support or other life critical application ("Critical Applications"), unless the parties have entered into a Critical Applications agreement; (xi) distribute any modification or derivative work you make to the Licensed Software under or by reference to the same name as used by NVIDIA; or (xii) use the Licensed Software in any manner that would cause the Licensed Software to become subject to an Open Source License. Nothing in the AGREEMENT shall be construed to give you a right to use, or otherwise obtain access to, any source code from which the Software or any portion thereof is compiled or interpreted. You acknowledge that NVIDIA does not design, test, manufacture or certify the Licensed Software for use in the context of a Critical Application and NVIDIA shall not be liable

to you or any third party, in whole or in part, for any claims or damages arising from such use. You agree to defend, indemnify and hold harmless NVIDIA and its Affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, fines, restitutions and expenses (including but not limited to attorney's fees and costs incident to establishing the right of indemnification) arising out of or related to you and your Enterprise, and their respective employees, contractors, agents, distributors, resellers, end users, officers and directors use of Licensed Software outside of the scope of the AGREEMENT or any other breach of the terms of the AGREEMENT.

**2.2 Third Party License Obligations.** You acknowledge and agree that the Licensed Software may include or incorporate third party technology (collectively "Third Party Components"), which is provided for use in or with the Software and not otherwise used separately. If the Licensed Software includes or incorporates Third Party Components, then the third-party pass-through terms and conditions ("Third Party Terms") for the particular Third Party Component will be bundled with the Software or otherwise made available online as indicated by NVIDIA and will be incorporated by reference into the AGREEMENT. In the event of any conflict between the terms in the AGREEMENT and the Third Party Terms, the Third Party Terms shall govern. Copyright to Third Party Components are held by the copyright holders indicated in the copyright notices indicated in the Third Party Terms.

**Audio/Video Encoders and Decoders.** You acknowledge and agree that it is your sole responsibility to obtain any additional third party licenses required to make, have made, use, have used, sell, import, and offer for sale your products or services that include or incorporate any Third Party Components and content relating to audio and/or video encoders and decoders from, including but not limited to, Microsoft, Thomson, Fraunhofer IIS, Sisvel S.p.A., MPEG-LA, and Coding Technologies as NVIDIA does not grant to you under the AGREEMENT any necessary patent or other rights with respect to audio and/or video encoders and decoders.

**2.3 Limited Rights.** Your rights in the Licensed Software are limited to those expressly granted under the AGREEMENT and no other licenses are granted whether by implication, estoppel or otherwise. NVIDIA reserves all rights, title and interest in and to the Licensed Software not expressly granted under the AGREEMENT.

**3. CONFIDENTIALITY.** Neither party will use the other party's Confidential Information, except as necessary for the performance of the AGREEMENT, nor will either party disclose such Confidential Information to any third party, except to personnel of NVIDIA and its Affiliates, you, your Enterprise, your Enterprise Contractors, and each party's legal and financial advisors that have a need to know such Confidential Information for the performance of the AGREEMENT, provided that each such personnel, employee and Contractor is subject to a written agreement that includes confidentiality obligations consistent with those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own Confidential Information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of the AGREEMENT as required under applicable securities regulations or pursuant to the order or requirement of a court, administrative agency, or other governmental body,



provided that the party required to make such disclosure (i) gives reasonable notice to the other party to enable it to contest such order or requirement prior to its disclosure (whether through protective orders or otherwise), (ii) uses reasonable effort to obtain confidential treatment or similar protection to the fullest extent possible to avoid such public disclosure, and (iii) discloses only the minimum amount of information necessary to comply with such requirements.

**4. OWNERSHIP.** You are not obligated to disclose to NVIDIA any modifications that you, your Enterprise or your Contractors make to the Licensed Software as permitted under the AGREEMENT. As between the parties, all modifications are owned by NVIDIA and licensed to you under the AGREEMENT unless otherwise expressly provided in a Supplement. The Licensed Software and all modifications owned by NVIDIA, and the respective Intellectual Property Rights therein, are and will remain the sole and exclusive property of NVIDIA or its licensors, whether the Licensed Software is separate from or combined with any other products or materials. You shall not engage in any act or omission that would impair NVIDIA's and/or its licensors' Intellectual Property Rights in the Licensed Software or any other materials, information, processes or subject matter proprietary to NVIDIA. NVIDIA's licensors are intended third party beneficiaries with the right to enforce provisions of the AGREEMENT with respect to their Confidential Information and/or Intellectual Property Rights.

**5. FEEDBACK.** You have no obligation to provide Feedback to NVIDIA. However, NVIDIA and/or its Affiliates may use and include any Feedback that you provide to improve the Licensed Software or other NVIDIA products, technologies or materials. Accordingly, if you provide Feedback, you agree that NVIDIA and/or its Affiliates, at their option, may, and may permit their licensees, to make, have made, use, have used, reproduce, license, distribute and otherwise commercialize the Feedback in the Licensed Software or in other NVIDIA products, technologies or materials without the payment of any royalties or fees to you. All Feedback becomes the sole property of NVIDIA and may be used in any manner NVIDIA sees fit, and you hereby assign to NVIDIA all of your right, title and interest in and to any Feedback. NVIDIA has no obligation to respond to Feedback or to incorporate Feedback into the Licensed Software.

**6. NO WARRANTIES.** THE LICENSED SOFTWARE AND ANY OTHER CONFIDENTIAL INFORMATION AND/OR SERVICES ARE PROVIDED BY NVIDIA "AS IS" AND "WITH ALL FAULTS," AND NVIDIA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY NVIDIA ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. NVIDIA DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR ANY OTHER CONFIDENTIAL INFORMATION AND/OR SERVICES PROVIDED BY NVIDIA UNDER THE AGREEMENT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. YOU ACKNOWLEDGE THAT NVIDIA'S OBLIGATIONS UNDER THE AGREEMENT ARE FOR THE BENEFIT OF YOU ONLY. Nothing in this

warranty section affects any statutory rights of consumers or other recipients to the extent that they cannot be waived or limited by contract under applicable law.

**7. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NVIDIA OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED SOFTWARE AND ANY OTHER CONFIDENTIAL INFORMATION AND/OR SERVICES PROVIDED BY NVIDIA UNDER THE AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY. IN NO EVENT WILL NVIDIA'S TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THE AGREEMENT EXCEED THE NET AMOUNTS RECEIVED BY NVIDIA FOR YOUR USE OF THE PARTICULAR LICENSED SOFTWARE DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE (or up to US\$10.00 if you acquired the Licensed Software for no charge). THE NATURE OF THE LIABILITY, THE NUMBER OF CLAIMS OR SUITS OR THE NUMBER OF PARTIES WITHIN YOUR ENTERPRISE THAT ACCEPTED THE TERMS OF THE AGREEMENT SHALL NOT ENLARGE OR EXTEND THIS LIMIT. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER NVIDIA OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. The disclaimers, exclusions and limitations of liability set forth in the AGREEMENT form an essential basis of the bargain between the parties, and, absent any such disclaimers, exclusions or limitations of liability, the provisions of the AGREEMENT, including, without limitation, the economic terms, would be substantially different.

## 8. TERM AND TERMINATION.

8.1 AGREEMENT, Licenses and Services. This SLA shall become effective upon the Effective Date, each Supplement upon their acceptance, and both this SLA and Supplements shall continue in effect until your last access or use of the Licensed Software and/or services hereunder, unless earlier terminated as provided in this "Term and Termination" section. Each Licensed Software license ends at the earlier of (a) the expiration of the applicable license term, or (b) termination of such license or the AGREEMENT. Each service ends at the earlier of (x) the expiration of the applicable service term, (y) termination of such service or the AGREEMENT, or (z) expiration or termination of the associated license and no credit or refund will be provided upon the expiration or termination of the associated license for any service fees paid.

8.2 Termination and Effect of Expiration or Termination. NVIDIA may terminate the AGREEMENT in whole or in part: (i) if you breach any term of the AGREEMENT and fail to cure such breach within thirty (30) days following notice thereof from NVIDIA (or immediately if you violate NVIDIA's Intellectual Property Rights); (ii) if you become the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing, or if you cease to do business; or (iii) if you commence or participate in any legal



proceeding against NVIDIA, with respect to the Licensed Software that is the subject of the proceeding during the pendency of such legal proceeding. If you or your authorized NVIDIA reseller fail to pay license fees or service fees when due then NVIDIA may, in its sole discretion, suspend or terminate your license grants, services and any other rights provided under the AGREEMENT for the affected Licensed Software, in addition to any other remedies NVIDIA may have at law or equity. Upon any expiration or termination of the AGREEMENT, a license or a service provided hereunder, (a) any amounts owed to NVIDIA become immediately due and payable, (b) you must promptly discontinue use of the affected Licensed Software and/or service, and (c) you must promptly destroy or return to NVIDIA all copies of the affected Licensed Software and all portions thereof in your possession or control, and each party will promptly destroy or return to the other all of the other party's Confidential Information within its possession or control. Upon written request, you will certify in writing that you have complied with your obligations under this section. Upon expiration or termination of the AGREEMENT all provisions survive except for the license grant provisions.

#### 9. CONSENT TO COLLECTION AND USE OF INFORMATION.

You hereby agree and acknowledge that the Software may access, collect non-personally identifiable information about your Enterprise computer systems in order to properly optimize such systems for use with the Software. To the extent that you use the Software, you hereby consent to all of the foregoing, and represent and warrant that you have the right to grant such consent. In addition, you agree that you are solely responsible for maintaining appropriate data backups and system restore points for your Enterprise systems, and that NVIDIA will have no responsibility for any damage or loss to such systems (including loss of data or access) arising from or relating to (a) any changes to the configuration, application settings, environment variables, registry, drivers, BIOS, or other attributes of the systems (or any part of such systems) initiated through the Software; or (b) installation of any Software or third party software patches initiated through the Software. In certain systems you may change your system update preferences by unchecking "Automatically check for updates" in the "Preferences" tab of the control panel for the Software.

In connection with the receipt of the Licensed Software or services you may receive access to links to third party websites and services and the availability of those links does not imply any endorsement by NVIDIA. NVIDIA encourages 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 personal information of individuals. NVIDIA is not responsible or liable for: (i) the availability or accuracy of such links; or (ii) the products, services or information available on or through such links; or (iii) the privacy statements or practices of sites and services controlled by other companies or organizations.

To the extent that you or members of your Enterprise provide to NVIDIA during registration or otherwise personal information, you acknowledge that such information will be collected, used and disclosed by NVIDIA in accordance with NVIDIA's privacy policy, available at URL [http://www.nvidia.com/object/privacy\\_policy.html](http://www.nvidia.com/object/privacy_policy.html).

#### 10. GENERAL.

This SLA, any Supplements incorporated hereto, and Orders constitute the entire agreement of the parties with respect to the subject matter hereto and supersede all

prior negotiations, conversations, or discussions between the parties relating to the subject matter hereto, oral or written, and all past dealings or industry custom. Any additional and/or conflicting terms and conditions on purchase order(s) or any other documents issued by you are null, void, and invalid. Any amendment or waiver under the AGREEMENT must be in writing and signed by representatives of both parties.

The AGREEMENT and the rights and obligations thereunder may not be assigned by you, in whole or in part, including by merger, consolidation, dissolution, operation of law, or any other manner, without written consent of NVIDIA, and any purported assignment in violation of this provision shall be void and of no effect. NVIDIA may assign, delegate or transfer the AGREEMENT and its rights and obligations hereunder, and if to a non-Affiliate you will be notified.

Each party acknowledges and agrees that the other is an independent contractor in the performance of the AGREEMENT, and each party is solely responsible for all of its employees, agents, contractors, and labor costs and expenses arising in connection therewith. The parties are not partners, joint ventures or otherwise affiliated, and neither has any authority to make any statements, representations or commitments of any kind to bind the other party without prior written consent.

Neither party will be responsible for any failure or delay in its performance under the AGREEMENT (except for any payment obligations) to the extent due to causes beyond its reasonable control for so long as such force majeure event continues in effect.

The AGREEMENT will be governed by and construed under the laws of the State of Delaware and the United States without regard to the conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties consent to the personal jurisdiction of the federal and state courts located in Santa Clara County, California. You acknowledge and agree that a breach of any of your promises or agreements contained in the AGREEMENT may result in irreparable and continuing injury to NVIDIA for which monetary damages may not be an adequate remedy and therefore NVIDIA is entitled to seek injunctive relief as well as such other and further relief as may be appropriate. If any court of competent jurisdiction determines that any provision of the AGREEMENT is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative.

The Licensed Software has been developed entirely at private expense and is "commercial items" consisting of "commercial computer software" and "commercial computer software documentation" 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 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.

You acknowledge that the Licensed Software described under the AGREEMENT is subject to export control under the U.S. Export Administration Regulations (EAR) and economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Therefore, you may not export, reexport or transfer in-country the Licensed Software without first obtaining any license or other approval that may be required by BIS and/or OFAC. You are responsible for any

violation of the U.S. or other applicable export control or economic sanctions laws, regulations and requirements related to the Licensed Software. By accepting this SLA, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Licensed Software.

Any notice delivered by NVIDIA to you under the AGREEMENT will be delivered via mail, email or fax. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2701 San Tomas Expressway, Santa Clara, California 95050, United States of America, Attention: Legal Department.

## GLOSSARY OF TERMS

Certain capitalized terms, if not otherwise defined elsewhere in this SLA, shall have the meanings set forth below:

- a. "Affiliate" means any legal entity that Owns, is Owned by, or is commonly Owned with a party. "Own" means having more than 50% ownership or the right to direct the management of the entity.
- b. "AGREEMENT" means this SLA and all associated Supplements entered by the parties referencing this SLA.
- c. "Authorized Users" means your Enterprise individual employees and any of your Enterprise's Contractors, subject to the terms of the "Enterprise and Contractors Usage" section.
- d. "Confidential Information" means the Licensed Software (unless made publicly available by NVIDIA without confidentiality obligations), and any NVIDIA business, marketing, pricing, research and development, know-how, technical, scientific, financial status, proposed new products or other information disclosed by NVIDIA to you which, at the time of disclosure, is designated in writing as confidential or proprietary (or like written designation), or orally identified as confidential or proprietary or is otherwise reasonably identifiable by parties exercising reasonable business judgment, as confidential. Confidential Information does not and will not include information that: (i) is or becomes generally known to the public through no fault of or breach of the AGREEMENT by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.
- e. "Contractor" means an individual who works primarily for your Enterprise on a contractor basis from your secure network.
- f. "Documentation" means the NVIDIA documentation made available for use with the Software, including (without limitation) user manuals, datasheets, operations instructions, installation guides, release notes and other materials provided to you under the AGREEMENT.
- g. "Enterprise" means you or any company or legal entity for which you accepted the terms of this SLA, and their subsidiaries of which your company or legal entity owns more than fifty percent (50%) of the issued and outstanding equity.

- h. "Feedback" means any and all suggestions, feature requests, comments or other feedback regarding the Licensed Software, including possible enhancements or modifications thereto.
- i. "Intellectual Property Rights" means all patent, copyright, trademark, trade secret, trade dress, trade names, utility models, mask work, moral rights, rights of attribution or integrity service marks, master recording and music publishing rights, performance rights, author's rights, database rights, registered design rights and any applications for the protection or registration of these rights, or other intellectual or industrial property rights or proprietary rights, howsoever arising and in whatever media, whether now known or hereafter devised, whether or not registered, (including all claims and causes of action for infringement, misappropriation or violation and all rights in any registrations and renewals), worldwide and whether existing now or in the future.
- j. "Licensed Software" means Software, Documentation and all modifications owned by NVIDIA.
- k. "Open Source License" includes, without limitation, a software license that requires as a condition of use, modification, and/or distribution of such software that the Software be (i) disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no charge.
- l. "Order" means a purchase order issued by you, a signed purchase agreement with you, or other ordering document issued by you to NVIDIA or a NVIDIA authorized reseller (including any on-line acceptance process) that references and incorporates the AGREEMENT and is accepted by NVIDIA.
- m. "Software" means the NVIDIA software programs licensed to you under the AGREEMENT including, without limitation, libraries, sample code, utility programs and programming code.
- n. "Supplement" means the additional terms and conditions beyond those stated in this SLA that apply to certain Licensed Software licensed hereunder.

## Chapter 2. THIRD PARTY LICENSES

### 2.1. Third Party Copyright and License Notices

Nsight Systems includes the following third-party libraries:

► **Apache Arrow 6.0.0 - Apache-2.0 License :**

Apache License  
Version 2.0, January 2004  
<http://www.apache.org/licenses/>

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications

represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright

owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted"

means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control

systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity





► As dependences of **Apache Arrow 6.0.0**:

src/plasma/fling.cc and src/plasma/fling.h: Apache 2.0

Copyright 2013 Sharvil Nanavati

Licensed under the Apache License, Version 2.0 (the "License");  
you may not use this file except in compliance with the License.  
You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software  
distributed under the License is distributed on an "AS IS" BASIS,  
WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.  
See the License for the specific language governing permissions and  
limitations under the License.

-----

src/plasma/thirdparty/ae: Modified / 3-Clause BSD

Copyright (c) 2006-2010, Salvatore Sanfilippo <antirez at gmail dot com>  
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 Redis 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.

-----

src/plasma/thirdparty/dlmalloc.c: CC0

This is a version (aka dlmalloc) of malloc/free/realloc written by  
Doug Lea and released to the public domain, as explained at  
<http://creativecommons.org/publicdomain/zero/1.0/> Send questions,  
comments, complaints, performance data, etc to [dl@cs.oswego.edu](mailto:dl@cs.oswego.edu)

-----

src/plasma/common.cc (some portions)

Copyright (c) Austin Appleby (aappleby (AT) gmail)

Some portions of this file are derived from code in the MurmurHash project

www  
Nsight

All code is released to the public domain. For business purposes,  
Murmurhash is  
under the MIT license.

► **Boost 1.63 - Boost Software 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.

► **Google Protocol Buffers 3.3.0 - BSD 3-clause**

This license applies to all parts of Protocol Buffers except the following:

- Atomicops support for generic gcc, located in  
src/google/protobuf/stubs/atomicops\_internals\_generic\_gcc.h.  
This file is copyrighted by Red Hat Inc.
- Atomicops support for AIX/POWER, located in  
src/google/protobuf/stubs/atomicops\_internals\_power.h.  
This file is copyrighted by Bloomberg Finance LP.

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.

► Breakpad - BSD 3-clause

Copyright (c) 2006, 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.

► Copyright © 2020 The libssh project.

GNU LESSER GENERAL PUBLIC LICENSE  
Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc.  
59 Temple Place, Suite 330, Boston, MA 02111-1307 USA  
Everyone is permitted to copy and distribute verbatim copies  
of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts  
as the successor of the GNU Library Public License, version 2, hence  
the version number 2.1.]

Preamble

The licenses for most software are designed to take away your  
freedom to share and change it. By contrast, the GNU General Public  
Licenses are intended to guarantee your freedom to share and change  
free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some  
specially designated software packages--typically libraries--of the  
Free Software Foundation and other authors who decide to use it. You  
can use it too, but we suggest you first think carefully about whether  
this license or the ordinary General Public License is the better  
strategy to use in any particular case, based on the explanations below.

When we speak of free software, we are referring to freedom of use,  
not price. Our General Public Licenses are designed to make sure that  
you have the freedom to distribute copies of free software (and charge  
for this service if you wish); that you receive source code or can get  
it if you want it; that you can change the software and use pieces of  
it in new free programs; and that you are informed that you can do  
these things.

To protect your rights, we need to make restrictions that forbid  
distributors to deny you these rights or to ask you to surrender these  
rights. These restrictions translate to certain responsibilities for  
you if you distribute copies of the library or if you modify it.

For example, if you distribute copies of the library, whether gratis  
or for a fee, you must give the recipients all the rights that we gave  
you. You must make sure that they, too, receive or can get the source  
code. If you link other code with the library, you must provide  
complete object files to the recipients, so that they can relink them  
with the library after making changes to the library and recompiling  
it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the  
library, and (2) we offer you this license, which gives you legal  
permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that  
there is no warranty for the free library. Also, if the library is  
modified by someone else and passed on, the recipients should know  
that what they have is not the original version, so that the original  
author's reputation will not be affected by problems that might be  
introduced by others.

Finally, software patents pose a constant threat to the existence of  
any free program. We wish to make sure that a company cannot  
effectively restrict the users of a free program by obtaining a  
restrictive license from a patent holder. Therefore, we insist that  
any patent license obtained for a version of the library must be  
consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the  
ordinary GNU General Public License. This license, the GNU Lesser  
General Public License, applies to certain designated libraries, and  
is quite different from the ordinary General Public License. We use  
this license for certain libraries in order to permit linking those  
libraries into non-free programs.

When a program is linked with a library, whether statically or using



Copies of libssh source will be made available upon request in accordance with LPGL requirements.

► **LZ4 - BSD license**

Copyright (C) 2011-2016, Yann Collet.  
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.

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.

► **Fugue icons - Creative Commons Attribution 3.0 License**

Creative Commons Legal Code

Attribution 3.0 Unported

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

1. Definitions

- a. "Adaptation" means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
- b. "Collection" means a collection of literary or artistic works, such as encyclopedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than works listed in Section 1(f) below, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this License.
- c. "Distribute" means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership.
- d. "Licensor" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.
- e. "Original Author" means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition (i) in the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore; (ii) in the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds; and, (iii) in the case of broadcasts, the organization that transmits the broadcast.
- f. "Work" means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography;



► **Simpleperf & libbacktrace** - Modified under the terms of the Apache License:

Copyright (c) 2015, The Android Open Source Project

Licensed under the Apache License, Version 2.0 (the "License");  
you may not use this file except in compliance with the License.

Unless required by applicable law or agreed to in writing, software  
distributed under the License is distributed on an "AS IS" BASIS,  
WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.  
See the License for the specific language governing permissions and  
limitations under the License.

Apache License  
Version 2.0, January 2004  
<http://www.apache.org/licenses/>

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction,  
and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by  
the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all  
other entities that control, are controlled by, or are under common  
control with that entity. For the purposes of this definition,  
"control" means (i) the power, direct or indirect, to cause the  
direction or management of such entity, whether by contract or  
otherwise, or (ii) ownership of fifty percent (50%) or more of the  
outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity  
exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications,  
including but not limited to software source code, documentation  
source, and configuration files.

"Object" form shall mean any form resulting from mechanical  
transformation or translation of a Source form, including but  
not limited to compiled object code, generated documentation,  
and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or  
Object form, made available under the License, as indicated by a  
copyright notice that is included in or attached to the work  
(an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object  
form, that is based on (or derived from) the Work and for which the  
editorial revisions, annotations, elaborations, or other modifications  
represent, as a whole, an original work of authorship. For the  
purposes  
of this License, Derivative Works shall not include works that remain  
separable from, or merely link (or bind by name) to the interfaces of,  
the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including  
the original version of the Work and any modifications or additions  
to that Work or Derivative Works thereof, that is intentionally  
submitted to Licensor for inclusion in the Work by the copyright owner  
or by an individual or Legal Entity authorized to submit on behalf of  
the copyright owner. For the purposes of this definition, "submitted"  
means any form of electronic, verbal, or written communication sent  
to the Licensor or its representatives, including but not limited to  
communication on electronic mailing lists, source code control

► **libunwind & ncurses**

Copyright (C) 1996 X Consortium

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in 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:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

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 X CONSORTIUM 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 IN THE SOFTWARE.

Except as contained in this notice, the name of the X Consortium shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from the X Consortium.

X Window System is a trademark of X Consortium, Inc.

## ► liblzma

### XZ Utils Licensing

Different licenses apply to different files in this package. Here is a rough summary of which licenses apply to which parts of this package (but check the individual files to be sure!):

- liblzma is in the public domain.
- xz, xzdec, and lzmadec command line tools are in the public domain unless GNU getopt\_long had to be compiled and linked in from the lib directory. The getopt\_long code is under GNU LGPLv2.1+.
- The scripts to grep, diff, and view compressed files have been adapted from gzip. These scripts and their documentation are under GNU GPLv2+.
- All the documentation in the doc directory and most of the XZ Utils specific documentation files in other directories are in the public domain.
- Translated messages are in the public domain.
- The build system contains public domain files, and files that are under GNU GPLv2+ or GNU GPLv3+. None of these files end up in the binaries being built.
- Test files and test code in the tests directory, and debugging utilities in the debug directory are in the public domain.
- The extra directory may contain public domain files, and files that are under various free software licenses.

You can do whatever you want with the files that have been put into the public domain. If you find public domain legally problematic, take the previous sentence as a license grant. If you still find the lack of copyright legally problematic, you have too many lawyers.

As usual, this software is provided "as is", without any warranty.

If you copy significant amounts of public domain code from XZ Utils into your project, acknowledging this somewhere in your software is polite (especially if it is proprietary, non-free software), but naturally it is not legally required. Here is an example of a good notice to put into "about box" or into documentation:

This software includes code from XZ Utils <https://tukaani.org/xz/>.

The following license texts are included in the following files:

- COPYING.LGPLv2.1: GNU Lesser General Public License version 2.1
- COPYING.GPLv2: GNU General Public License version 2
- COPYING.GPLv3: GNU General Public License version 3

Note that the toolchain (compiler, linker etc.) may add some code pieces that are copyrighted. Thus, it is possible that e.g. liblzma binary wouldn't actually be in the public domain in its entirety even though it contains no copyrighted code from the XZ Utils source package.

If you have questions, don't hesitate to ask the author(s) for more information.



► **Mesa 3D Graphics Library - MIT license**

Copyright (C) 1999-2007 Brian Paul All Rights Reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in 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:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

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 AUTHORS 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 IN THE SOFTWARE.

► **MinHook - The Minimalistic API Hooking Library for x64/x86 - BSD license**

Copyright (C) 2009-2017 Tsuda Kageyu.  
All rights reserved.

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.

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 HOLDER 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.

► XCB util-keysyms

```
Copyright © 2008 Ian Osgood <iano@quirkster.com>  
Copyright © 2008 Jamey Sharp <jamey@minilop.net>  
Copyright © 2008 Josh Triplett <josh@freedesktop.org>  
Copyright © 2008 Ulrich Eckhardt <doomster@knuut.de>
```

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in 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:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

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 AUTHORS 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 IN THE SOFTWARE.

Except as contained in this notice, the names of the authors or their institutions shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from the authors

## **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**

© 2018-2021 NVIDIA Corporation and affiliates. All rights reserved.

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