# End User License Agreements (EULA)

# Preface

The Software License Agreement in [Chapter 1](#) and the Supplement in [Chapter 2](#) contain license terms and conditions that govern the use of NVIDIA software. By accepting this agreement, you agree to comply with all the terms and conditions applicable to the product(s) included herein.

## NVIDIA Driver

### Description

This package contains the operating system driver and fundamental system software components for NVIDIA GPUs.

## 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.

### 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

CUDA Samples are now located in https://github.com/nvidia/cuda-samples, which includes instructions for obtaining, building, and running the samples. They are no longer included in the CUDA toolkit.

# 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.

## Default Install Location of Nsight Visual Studio Edition

Windows platform:

```
%ProgramFiles(x86)%\NVIDIA Corporation\Nsight Visual Studio Edition #.#
```

# Chapter 1. License Agreement for NVIDIA Software Development Kits

**Important Notice—Read before downloading, installing, copying or using the licensed software:**

This license agreement, including exhibits attached ("Agreement") is a legal agreement between you and NVIDIA Corporation ("NVIDIA") and governs your use of a NVIDIA software development kit ("SDK").

Each SDK has its own set of software and materials, but here is a description of the types of items that may be included in a SDK: source code, header files, APIs, data sets and assets (examples include images, textures, models, scenes, videos, native API input/output files), binary software, sample code, libraries, utility programs, programming code and documentation.

This Agreement can be accepted only by an adult of legal age of majority in the country in which the SDK is used.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the entity to this Agreement, in which case "you" will mean the entity you represent.

If you don't have the required age or authority to accept this Agreement, or if you don't accept all the terms and conditions of this Agreement, do not download, install or use the SDK.

You agree to use the SDK only for purposes that are permitted by (a) this Agreement, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

# 1.1. License

## 1.1.1. License Grant

Subject to the terms of this Agreement, NVIDIA hereby grants you a non-exclusive, non-transferable license, without the right to sublicense (except as expressly provided in this Agreement) to:

1. Install and use the SDK,

2. Modify and create derivative works of sample source code delivered in the SDK, and

3. Distribute those portions of the SDK that are identified in this Agreement as distributable, as incorporated in object code format into a software application that meets the distribution requirements indicated in this Agreement.

## 1.1.2. Distribution Requirements

These are the distribution requirements for you to exercise the distribution grant:

1. Your application must have material additional functionality, beyond the included portions of the SDK.

2. The distributable portions of the SDK shall only be accessed by your application.

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

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

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

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

## 1.1.3. Authorized Users

You may allow employees and contractors of your entity or of your subsidiary(ies) to access and use the SDK from your secure network to perform work on your behalf.

If you are an academic institution you may allow users enrolled or employed by the academic institution to access and use the SDK from your secure network.

You are responsible for the compliance with the terms of this Agreement by your authorized users. If you become aware that your authorized users didn't follow the terms of this Agreement, you agree to take reasonable steps to resolve the non-compliance and prevent new occurrences.

## 1.1.4. Pre-Release SDK

The SDK versions identified as alpha, beta, preview or otherwise as pre-release, 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 commercial versions of NVIDIA software and materials. Use of a pre-release SDK may result in unexpected results, loss of data, project delays or other unpredictable damage or loss.

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NVIDIA may choose not to make available a commercial version of any pre-release SDK. NVIDIA may also choose to abandon development and terminate the availability of a pre-release SDK at any time without liability.

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NVIDIA may, at its option, make available patches, workarounds or other updates to this SDK. Unless the updates are provided with their separate governing terms, they are deemed part of the SDK licensed to you as provided in this Agreement. You agree that the form and content of the SDK that NVIDIA provides may change without prior notice to you. While NVIDIA generally maintains compatibility between versions, NVIDIA may in some cases make changes that introduce incompatibilities in future versions of the SDK.

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The SDK may come bundled with, or otherwise include or be distributed with, NVIDIA or third-party components with separate legal notices or terms as may be described in proprietary notices accompanying the SDK. If and to the extent there is a conflict between the terms in this Agreement and the license terms associated with the component, the license terms associated with the components control only to the extent necessary to resolve the conflict.

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NVIDIA reserves all rights, title, and interest in and to the SDK, not expressly granted to you under this Agreement.

# 1.2.    Limitations

The following license limitations apply to your use of the SDK:

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4. You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in the SDK.

5. You may not use the SDK in any manner that would cause it to become subject to an open source software license. As examples, licenses that require as a condition of use, modification, and/or distribution that the SDK be:

   a). Disclosed or distributed in source code form;

   b). Licensed for the purpose of making derivative works; or

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

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# 1.6. Termination

1. This Agreement will continue to apply until terminated by either you or NVIDIA as described below.

2. If you want to terminate this Agreement, you may do so by stopping to use the SDK.

3. NVIDIA may, at any time, terminate this Agreement if:

   a). (i) you fail to comply with any term of this Agreement and the non-compliance is not fixed within thirty (30) days following notice from NVIDIA (or immediately if you violate NVIDIA's intellectual property rights);

   b). (ii) you commence or participate in any legal proceeding against NVIDIA with respect to the SDK; or

   c). (iii) NVIDIA decides to no longer provide the SDK in a country or, in NVIDIA's sole discretion, the continued use of it is no longer commercially viable.

4. Upon any termination of this Agreement, you agree to promptly discontinue use of the SDK and destroy all copies in your possession or control. Your prior distributions in accordance with this Agreement are not affected by the termination of this Agreement. Upon written request, you will certify in writing that you have complied with your commitments under

this section. Upon any termination of this Agreement all provisions survive except for the license grant provisions.

# 1.7. General

If you wish to assign this Agreement or your rights and obligations, including by merger, consolidation, dissolution or operation of law, contact NVIDIA to ask for permission. Any attempted assignment not approved by NVIDIA in writing shall be void and of no effect. NVIDIA may assign, delegate or transfer this Agreement and its rights and obligations, and if to a non-affiliate you will be notified.

You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement.

This Agreement will be governed in all respects by the laws of the United States and of the State of Delaware as those laws are applied to contracts entered into and performed entirely within Delaware by Delaware residents, without regard to the conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. You agree to all terms of this Agreement in the English language.

The state or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of this Agreement. Notwithstanding this, you agree that NVIDIA shall still be allowed to apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law and the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative.

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The SDK is subject to United States export laws and regulations. You agree that you will not ship, transfer or export the SDK into any country, or use the SDK in any manner, prohibited by the United States Bureau of Industry and Security or economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), or any applicable export laws, restrictions or regulations. These laws include restrictions on

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Any notice delivered by NVIDIA to you under this Agreement will be delivered via mail, email or fax. You agree that any notices that NVIDIA sends you electronically will satisfy any legal communication requirements. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department.

This Agreement and any exhibits incorporated into this Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all prior negotiations or documentation exchanged between the parties relating to this SDK license. Any additional and/or conflicting terms on documents issued by you are null, void, and invalid. Any amendment or waiver under this Agreement shall be in writing and signed by representatives of both parties.

# Chapter 2. CUDA Toolkit Supplement to Software License Agreement for NVIDIA Software Development Kits

The terms in this supplement govern your use of the NVIDIA CUDA Toolkit SDK under the terms of your license agreement ("Agreement") as modified by this supplement. Capitalized terms used but not defined below have the meaning assigned to them in the Agreement.

This supplement is an exhibit to the Agreement and is incorporated as an integral part of the Agreement. In the event of conflict between the terms in this supplement and the terms in the Agreement, the terms in this supplement govern.

## 2.1. License Scope

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

## 2.2. Distribution

The portions of the SDK that are distributable under the Agreement are listed in Attachment A.

## 2.3. Operating Systems

Those portions of the SDK 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 for use in accordance with this Agreement, provided that the object code files are not modified in any way (except for unzipping of compressed files).

## 2.4. Audio and 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 software 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. NVIDIA does not grant to you under this Agreement any necessary patent or other rights with respect to any audio and/or video encoders and decoders.

## 2.5. Licensing

If the distribution terms in this Agreement are not suitable for your organization, or for any questions regarding this Agreement, please contact NVIDIA at nvidia-compute-license-questions@nvidia.com.

## 2.6. Attachment A

The following CUDA Toolkit files may be distributed with Licensee Applications developed by you, 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 9.0 of the 64-bit Windows software, the file cudart64_90.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, cufft.lib, cufftw.lib |
| 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, cublasLt.dll |
| Mac OSX | libcublas.dylib, libcublasLt.dylib, libcublas_static.a, libcublasLt_static.a |
| Linux | libcublas.so, libcublasLt.so, libcublas_static.a, libcublasLt_static.a |
| Android | libcublas.so, libcublasLt.so, libcublas_static.a, libcublasLt_static.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, cusparse.lib |
| Mac OSX | libcusparse.dylib, libcusparse_static.a |
| Linux | libcusparse.so, libcusparse_static.a |
| Android | libcusparse.so, libcusparse_static.a |
| Component | CUDA Linear Solver Library |
| Windows | cusolver.dll, cusolver.lib |
| Mac OSX | libcusolver.dylib, libcusolver_static.a |
| Linux | libcusolver.so, libcusolver_static.a |
| Android | libcusolver.so, libcusolver_static.a |
| Component | CUDA Random Number Generation Library |
| Windows | curand.dll, curand.lib |
| 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, nppc.lib, nppial.dll, nppial.lib, nppicc.dll, nppicc.lib, nppicom.dll, nppicom.lib, nppidei.dll, nppidei.lib, nppif.dll, nppif.lib, nppig.dll, nppig.lib, nppim.dll, nppim.lib, nppist.dll, nppist.lib, nppisu.dll, nppisu.lib, nppitc.dll, nppitc.lib, npps.dll, npps.lib |

| Mac OSX | libnppc.dylib, libnppc_static.a, libnppial.dylib, libnppial_static.a, libnppicc.dylib, libnppicc_static.a, libnppicom.dylib, libnppicom_static.a, libnppidei.dylib, libnppidei_static.a, libnppif.dylib, libnppif_static.a, libnppig.dylib, libnppig_static.a, libnppim.dylib, libnppisu_static.a, libnppitc.dylib, libnppitc_static.a, libnpps.dylib, libnpps_static.a |
|---------|--------------------------------------------------------------|
| Linux | libnppc.so, libnppc_static.a, libnppial.so, libnppial_static.a, libnppicc.so, libnppicc_static.a, libnppicom.so, libnppicom_static.a, libnppidei.so, libnppidei_static.a, libnppif.so, libnppif_static.a libnppig.so, libnppig_static.a, libnppim.so, libnppim_static.a, libnppist.so, libnppist_static.a, libnppisu.so, libnppisu_static.a, libnppitc.so libnppitc_static.a, libnpps.so, libnpps_static.a |
| Android | libnppc.so, libnppc_static.a, libnppial.so, libnppial_static.a, libnppicc.so, libnppicc_static.a, libnppicom.so, libnppicom_static.a, libnppidei.so, libnppidei_static.a, libnppif.so, libnppif_static.a libnppig.so, libnppig_static.a, libnppim.so, libnppim_static.a, libnppist.so, libnppist_static.a, libnppisu.so, libnppisu_static.a, libnppitc.so libnppitc_static.a, libnpps.so, libnpps_static.a |
| **Component** | **NVIDIA JPEG Library** |
| Windows | nvjpeg.lib, nvjpeg.dll |
| Linux | libnvjpeg.so, libnvjpeg_static.a |
| **Component** | **Internal common library required for statically linking to cuBLAS, cuSPARSE, cuFFT, cuRAND, nvJPEG and NPP** |
| Mac OSX | libculibos.a |
| Linux | libculibos.a |
| **Component** | **NVIDIA Runtime Compilation Library and Header** |
| All | nvrtc.h |
| Windows | nvrtc.dll, nvrtc-builtins.dll |
| Mac OSX | libnvrtc.dylib, libnvrtc-builtins.dylib |
| Linux | libnvrtc.so, libnvrtc-builtins.so |
| **Component** | **NVIDIA Optimizing Compiler Library** |
| Windows | nvvm.dll |

| Mac OSX | libnvvm.dylib |
|---|---|
| Linux | libnvvm.so |
| **Component** | **NVIDIA Common Device Math Functions Library** |
| Windows | libdevice.10.bc |
| Mac OSX | libdevice.10.bc |
| Linux | libdevice.10.bc |
| **Component** | **CUDA Occupancy Calculation Header Library** |
| All | cuda_occupancy.h |
| **Component** | **CUDA Half Precision Headers** |
| All | cuda_fp16.h, cuda_fp16.hpp |
| **Component** | **CUDA Profiling Tools Interface (CUPTI) Library** |
| Windows | cupti.dll |
| Mac OSX | libcupti.dylib |
| Linux | libcupti.so |
| **Component** | **NVIDIA Tools Extension Library** |
| Windows | nvToolsExt.dll, nvToolsExt.lib |
| Mac OSX | libnvToolsExt.dylib |
| Linux | libnvToolsExt.so |
| **Component** | **NVIDIA CUDA Driver Libraries** |
| Linux | libcuda.so, libnvidia-ptxjitcompiler.so |
| **Component** | **NVIDIA CUDA File IO Libraries and Header** |
| All | cufile.h |
| Linux | libcufile.so, libcufile_rdma.so, libcufile_static.a, libcufile_rdma_static.a |

The NVIDIA CUDA Driver Libraries are only distributable in applications that meet this criteria:

1. The application was developed starting from a NVIDIA CUDA container obtained from Docker Hub or the NVIDIA GPU Cloud, and

2. The resulting application is packaged as a Docker container and distributed to users on Docker Hub or the NVIDIA GPU Cloud only.

In addition to the rights above, for parties that are developing software intended solely for use on Jetson development kits or Jetson modules, and running Linux for Tegra software, the following shall apply:

▶ The SDK may be distributed in its entirety, as provided by NVIDIA, and without separation of its components, for you and/or your licensees to create software development kits for use only on the Jetson platform and running Linux for Tegra software.

# 2.7.  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 GDB third party component is subject to the terms and conditions of GNU GPL v3:

```
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```

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```
Component          License
CUDA-GDB           GPL v3
```

2. 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.

3. 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.

```
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```

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

```
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LLVM Release License
=========================================================
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Open Source License

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Developed by:

    LLVM Team

    University of Illinois at Urbana-Champaign

    http://llvm.org

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