



# CUDNN

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## Software License Agreement



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# Chapter 1.

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Release Date: October 20, 2016



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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.

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# Chapter 3.

## SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT

Release date: January 5, 2017

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During the term of the AGREEMENT and for three (3) years thereafter, you will maintain all usual and proper books and records of account relating to the cuDNN Licensed Software and services provided under the AGREEMENT. During such period and upon written notice to you, NVIDIA or its authorized third party auditors subject to confidentiality obligations will have the right to inspect and audit your Enterprise books and records for the purpose of confirming compliance with the terms of the AGREEMENT. Any such inspection and audit will be conducted during regular business hours and no more frequently than annually unless non-compliance was previously found. If such an inspection and audit reveals an underpayment of any amounts payable to NVIDIA, then you will promptly remit the full amount of such underpayment to NVIDIA, including interest accruing (without the requirement of a notice) from the time underpayment began at the lower of 1.5% per month or the highest rate permissible by law. If the underpaid amount exceeds five percent (5%) of the amounts payable to NVIDIA for the period audited and/or such an inspection and audit reveals a material non-conformance with the terms of the AGREEMENT, then you will also pay NVIDIA's reasonable costs of conducting the inspection and audit. Further, you agree that the party delivering the cuDNN Licensed Software to you may collect and disclose to NVIDIA information for NVIDIA to verify your compliance with the terms of

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Your failure to comply with the terms of this Supplement is ground for termination for breach by NVIDIA under the SLA. This Supplement will automatically expire or terminate upon the expiration or termination of your rights to cuDNN Licensed Software under the SLA or this Supplement.



# Chapter 4.

## GLOSSARY OF TERMS

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### **AGREEMENT**

AGREEMENT means this SLA and all associated Supplements entered by the parties referencing this SLA.

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