



DALI

DR-09047-001 _v01 | September 2018

Software License Agreement



TABLE OF CONTENTS

- Chapter 1. Definitions..... 1
- Chapter 2. Grant of Copyright License..... 3
- Chapter 3. Grant of Patent License..... 4
- Chapter 4. Redistribution..... 5
- Chapter 5. Submission of Contributions..... 6
- Chapter 6. Trademarks..... 7
- Chapter 7. Disclaimer of Warranty..... 8
- Chapter 8. Limitation of Liability..... 9
- Chapter 9. Accepting Warranty or Additional Liability..... 10
- Appendix A. APPENDIX: How to apply the Apache License to your work..... 11

Chapter 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 on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

Chapter 2. GRANT OF COPYRIGHT LICENSE.

Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

Chapter 3. GRANT OF PATENT LICENSE.

Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

Chapter 4. REDISTRIBUTION.

You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

(b) You must cause any modified files to carry prominent notices stating that You changed the files; and

(c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

Chapter 5. SUBMISSION OF CONTRIBUTIONS.

Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

Chapter 6. TRADEMARKS.

This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

Chapter 7. DISCLAIMER OF WARRANTY.

Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

Chapter 8. LIMITATION OF LIABILITY.

In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

Chapter 9. ACCEPTING WARRANTY OR ADDITIONAL LIABILITY.

While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

Appendix A.

APPENDIX: HOW TO APPLY THE APACHE LICENSE TO YOUR WORK.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

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.

Notice

THE INFORMATION IN THIS GUIDE AND ALL OTHER INFORMATION CONTAINED IN NVIDIA DOCUMENTATION REFERENCED IN THIS GUIDE IS PROVIDED “AS IS.” NVIDIA MAKES NO WARRANTIES, EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE INFORMATION FOR THE PRODUCT, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding any damages that customer might incur for any reason whatsoever, NVIDIA’s aggregate and cumulative liability towards customer for the product described in this guide shall be limited in accordance with the NVIDIA terms and conditions of sale for the product.

THE NVIDIA PRODUCT DESCRIBED IN THIS GUIDE IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN CONNECTION WITH THE DESIGN, CONSTRUCTION, MAINTENANCE, AND/OR OPERATION OF ANY SYSTEM WHERE THE USE OR A FAILURE OF SUCH SYSTEM COULD RESULT IN A SITUATION THAT THREATENS THE SAFETY OF HUMAN LIFE OR SEVERE PHYSICAL HARM OR PROPERTY DAMAGE (INCLUDING, FOR EXAMPLE, USE IN CONNECTION WITH ANY NUCLEAR, AVIONICS, LIFE SUPPORT OR OTHER LIFE CRITICAL APPLICATION). NVIDIA EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH HIGH RISK USES. NVIDIA SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, IN WHOLE OR IN PART, FOR ANY CLAIMS OR DAMAGES ARISING FROM SUCH HIGH RISK USES.

NVIDIA makes no representation or warranty that the product described in this guide will be suitable for any specified use without further testing or modification. Testing of all parameters of each product is not necessarily performed by NVIDIA. It is customer’s sole responsibility to ensure the product is suitable and fit for the application planned by customer and to do the necessary testing for the application in order to avoid a default of the application or the product. Weaknesses in customer’s product designs may affect the quality and reliability of the NVIDIA product and may result in additional or different conditions and/or requirements beyond those contained in this guide. NVIDIA does not accept any liability related to any default, damage, costs or problem which may be based on or attributable to: (i) the use of the NVIDIA product in any manner that is contrary to this guide, or (ii) customer product designs.

Other than the right for customer to use the information in this guide with the product, no other license, either expressed or implied, is hereby granted by NVIDIA under this guide. Reproduction of information in this guide is permissible only if reproduction is approved by NVIDIA in writing, is reproduced without alteration, and is accompanied by all associated conditions, limitations, and notices.

Trademarks

NVIDIA, the NVIDIA logo, and cuBLAS, CUDA, cuDNN, cuFFT, cuSPARSE, DALI, DIGITS, DGX, DGX-1, Jetson, Kepler, NVIDIA Maxwell, NCCL, NVLink, Pascal, Tegra, TensorRT, and Tesla are trademarks and/or registered trademarks of NVIDIA Corporation in the United States and other countries. Other company and product names may be trademarks of the respective companies with which they are associated.

Copyright

© 2018 NVIDIA Corporation. All rights reserved.