

NCCL

Software License Agreement

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Chapter 1. NVIDIA SOFTWARE LICENSE AGREEMENT

Release Date: October 20, 2016



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   c). by hosting, time sharing or providing any other type of services, or

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2.8. TERM AND TERMINATION

2.8.1. 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

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2. 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.

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2. 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
3. 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,

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   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.

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Chapter 3. NCCL BINARY SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT

Release date: December 20, 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 NCCL Licensed Software 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 a material non-conformance with the terms of the AGREEMENT, then you will pay NVIDIA's reasonable costs of conducting the inspection and audit. Further, you agree that the party delivering the NCCL Licensed Software to you may collect and disclose to NVIDIA information for NVIDIA to verify your compliance with the terms of the AGREEMENT including (without limitation) information regarding your use of the NCCL Licensed Software.

3.4. EXPIRATION OF TERMINATION OF THIS SUPPLEMENT

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 NCCL Licensed Software under the SLA or this Supplement.

Chapter 4. GLOSSARY OF TERMS

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

Affiliate

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.

AGREEMENT

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

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Authorized Users means your Enterprise individual employees and any of your Enterprise's Contractors, subject to the terms of the Enterprise and Contractor Usage section.

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2. is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality;
3. is independently developed by the receiving party without use of the disclosing party's Confidential Information; or
4. is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

Contractor

Contractor means an individual who works primarily for your Enterprise on a contractor basis from your secure network.

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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.

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