

NCCL

Software License Agreement

Table of Contents

Chapter 1. NVIDIA SOFTWARE LICENSE AGREEMENT	1
Chapter 2. SOFTWARE LICENSE AGREEMENT	2
2.1. License	
2.1.1. License Grant	.2
2.1.2. Limited Purpose Licenses	2
2.1.3. Pre-Release Licenses	3
2.1.4. Enterprise and Contractor Usage	3
2.1.5. Services	3
2.2. Limitations	4
2.2.1. License Restrictions	4
2.2.2. Third Party License Obligations	.5
2.2.3. Limited Rights	5
2.3. CONFIDENTIALITY	.6
2.4. OWNERSHIP	6
2.5. FEEDBACK	. 6
2.6. NO WARRANTIES	
2.7. LIMITATION OF LIABILITY	. 7
2.8. TERM AND TERMINATION	8
2.8.1. AGREEMENT, Licenses and Services	.8
2.8.2. Termination and Effect of Expiration or Termination	
2.9. CONSENT TO COLLECTION AND USE OF INFORMATION	
2.10. GENERAL	0
Chapter 3. NCCL BINARY SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT	2
3.1. NCCL DISTRIBUTION1	2
3.2. LICENSE DURATION 1	3
3.3. AUDIT 1	3
3.4. EXPIRATION OF TERMINATION OF THIS SUPPLEMENT1	3
Chapter 4. GLOSSARY OF TERMS1	5

Chapter 1. NVIDIA SOFTWARE LICENSE AGREEMENT

Release Date: October 20, 2016

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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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 proceeding relating to insolvency, receivership, liquidation or composition for the benefit of
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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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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.

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Chapter 3. NCCL BINARY SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT

Release date: December 20, 2017

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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 <u>Enterprise and Contractor Usage</u> 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.

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

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