



# NCCL

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## Software License Agreement



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# Chapter 1.

## NVIDIA SOFTWARE LICENSE AGREEMENT

Release Date: October 20, 2016



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# Chapter 2.

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  - c. by hosting, time sharing or providing any other type of services, or
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2. uses reasonable effort to obtain confidential treatment or similar protection to the fullest extent possible to avoid such public disclosure, and
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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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  - a. any amounts owed to NVIDIA become immediately due and payable,
  - 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.

## 2.9. CONSENT TO COLLECTION AND USE OF INFORMATION

You hereby agree and acknowledge that the Software may access and collect non-personally identifiable information about your Enterprise computer systems in order to properly optimize such systems for use with the Software. To the extent that you use the Software, you hereby consent to all of the foregoing, and represent and warrant that you have the right to grant such consent. In addition, you agree that you are solely responsible for maintaining appropriate data backups and system restore points for your Enterprise systems, and that NVIDIA will have no responsibility for any damage or loss to such systems (including loss of data or access) arising from or relating to

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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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You acknowledge that the Licensed Software described under the AGREEMENT is subject to export control under the U.S. Export Administration Regulations (EAR) and economic sanctions regulations administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (OFAC). Therefore, you may not export, reexport or transfer in-country the Licensed Software without first obtaining any license or other approval that may be required by BIS and/or OFAC. You are responsible for any violation of the U.S. or other applicable export control or economic sanctions laws, regulations and requirements related to the Licensed Software. By accepting this SLA, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Licensed Software.

Any notice delivered by NVIDIA to you under the AGREEMENT will be delivered via mail, email or fax. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2701 San Tomas Expressway, Santa Clara, California 95050, United States of America, Attention: Legal Department.

# Chapter 3.

## NCCL BINARY SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT

Release date: December 20, 2017

The terms set forth in this NCCL Binary Supplement (“Supplement”) govern your use of the NVIDIA collective communications library (NCCL) (the “NCCL Licensed Software”) under the terms of your software license agreement (“SLA”) as modified by this Supplement. This Supplement is an exhibit to the SLA and is hereby incorporated as an integral part thereto. Capitalized terms used but not defined herein shall have the meaning assigned to them in the SLA. In the event of conflict between the terms in this Supplement and the terms in the SLA, this Supplement shall control.

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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.

### **Authorized Users**

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;
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