



TENSORRT

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Software License Agreement



TABLE OF CONTENTS

| | |
|--|----|
| Chapter 1. LICENSE..... | 1 |
| Chapter 2. LIMITATIONS..... | 4 |
| Chapter 3. CONFIDENTIALITY..... | 6 |
| Chapter 4. OWNERSHIP..... | 7 |
| Chapter 5. FEEDBACK..... | 8 |
| Chapter 6. NO WARRANTIES..... | 9 |
| Chapter 7. LIMITATION OF LIABILITY..... | 10 |
| Chapter 8. TERM AND TERMINATION..... | 11 |
| Chapter 9. CONSENT TO COLLECTION AND USE OF INFORMATION..... | 13 |
| Chapter 10. GENERAL..... | 14 |
| Chapter 11. GLOSSARY OF TERMS..... | 16 |
| Chapter 12. TensorRT SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT..... | 18 |
| 12.1. TensorRT DISTRIBUTION..... | 18 |
| 12.2. LICENSE DURATION..... | 19 |
| 12.3. EXPIRATION OF TERMINATION OF THIS SUPPLEMENT..... | 19 |

Chapter 1.

LICENSE.

1.1. License Grant

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Chapter 8.

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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 (a) the expiration of the applicable license term, or (b) 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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Chapter 9.

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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

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Chapter 11.

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“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.

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

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Chapter 12.

TENSORRT SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT

TensorRT SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT

Release date: March 14, 2018

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