



TENSORRT

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Software License Agreement



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Chapter 1.

LICENSE.

1.1. License Grant

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With respect to alpha, beta, preview, and other pre-release Software and Documentation ("**Pre-Release Licensed Software**") delivered to you under the AGREEMENT you acknowledge and agree that such Pre-Release Licensed Software (i) may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercially provided NVIDIA software and documentation, and (ii) use of such Pre-Release Licensed Software may result in unexpected results, loss of data, project delays or other unpredictable damage or loss. THEREFORE, PRE-RELEASE LICENSED SOFTWARE IS NOT INTENDED FOR USE, AND SHOULD NOT BE USED, IN PRODUCTION OR BUSINESS-CRITICAL SYSTEMS. NVIDIA has no obligation to make available a commercial version of any Pre-Release Licensed Software and NVIDIA has the right to abandon development of Pre-Release Licensed Software at any time without liability.

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You may allow your Enterprise employees and Contractors to access and use the Licensed Software pursuant to the terms of the AGREEMENT solely to perform work on your behalf, provided further that with respect to Contractors: (i) you obtain a written agreement from each Contractor which contains terms and obligations with respect to access to and use of Licensed Software no less protective of NVIDIA than those set forth in the AGREEMENT, and (ii) such Contractor's access and use expressly excludes any sublicensing or distribution rights for the Licensed Software. You are responsible for the compliance with the terms and conditions of the AGREEMENT by your Enterprise and Contractors. Any act or omission that, if committed by you, would constitute a breach of the AGREEMENT shall be deemed to constitute a breach of the AGREEMENT if committed by your Enterprise or Contractors.

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Except as expressly indicated in an Order, NVIDIA is under no obligation to provide support for the Licensed Software or to provide any patches, maintenance, updates or upgrades under the AGREEMENT. Unless patches, maintenance, updates or upgrades are provided with their separate governing terms and conditions, they constitute Licensed Software licensed to you under the AGREEMENT.

Chapter 2.

LIMITATIONS.

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Chapter 8.

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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 (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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Chapter 10.

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The AGREEMENT and the rights and obligations thereunder may not be assigned by you, in whole or in part, including by merger, consolidation, dissolution, operation of law, or any other manner, without written consent of NVIDIA, and any purported assignment in violation of this provision shall be void and of no effect. NVIDIA may assign, delegate or transfer the AGREEMENT and its rights and obligations hereunder, and if to a non-Affiliate you will be notified.

Each party acknowledges and agrees that the other is an independent contractor in the performance of the AGREEMENT, and each party is solely responsible for all of its employees, agents, contractors, and labor costs and expenses arising in connection therewith. The parties are not partners, joint ventures or otherwise affiliated, and neither has any authority to make any statements, representations or commitments of any kind to bind the other party without prior written consent.

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.

“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 Contractors Usage” section.

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“Supplement”

“Supplement” means the additional terms and conditions beyond those stated in this SLA that apply to certain Licensed Software licensed hereunder.

Chapter 12.

TENSORRT SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT

TensorRT SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT

Release date: March 14, 2018

The terms set forth in this TensorRT Supplement (“Supplement”) govern your use of the NVIDIA GPU inference engine (the “TensorRT 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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