



# END USER LICENSE AGREEMENTS (EULA)

DR-06739-001\_v01\_v11.0 | May 2020



# PREFACE

The Software License Agreement in [Chapter 1](#) and the Supplement in [Chapter 2](#) contain license terms and conditions that govern the use of NVIDIA software. By accepting this agreement, you agree to comply with all the terms and conditions applicable to the product(s) included herein.

## NVIDIA Driver

### Description

This package contains the operating system driver and fundamental system software components for NVIDIA GPUs.

## NVIDIA CUDA Toolkit

### Description

The NVIDIA CUDA Toolkit provides command-line and graphical tools for building, debugging and optimizing the performance of applications accelerated by NVIDIA GPUs, runtime and math libraries, and documentation including programming guides, user manuals, and API references.

### Default Install Location of CUDA Toolkit

Windows platform:

```
%ProgramFiles%\NVIDIA GPU Computing Toolkit\CUDA\v#.#
```

Linux platform:

```
/usr/local/cuda-#.#
```

Mac platform:

```
/Developer/NVIDIA/CUDA-#.#
```

# NVIDIA CUDA Samples

## Description

This package includes over 100+ CUDA examples that demonstrate various CUDA programming principles, and efficient CUDA implementation of algorithms in specific application domains.

## Default Install Location of CUDA Samples

Windows platform:

```
%ProgramData%\NVIDIA Corporation\CUDA Samples\v#.#
```

Linux platform:

```
/usr/local/cuda-#.#/samples
```

and

```
$HOME/NVIDIA_CUDA-#.#_Samples
```

Mac platform:

```
/Developer/NVIDIA/CUDA-#.#/samples
```

# NVIDIA Nsight Visual Studio Edition (Windows only)

## Description

NVIDIA Nsight Development Platform, Visual Studio Edition is a development environment integrated into Microsoft Visual Studio that provides tools for debugging, profiling, analyzing and optimizing your GPU computing and graphics applications.

## Default Install Location of Nsight Visual Studio Edition

Windows platform:

```
%ProgramFiles(x86)%\NVIDIA Corporation\Nsight Visual Studio Edition #.#
```



# Chapter 1.

## LICENSE AGREEMENT FOR NVIDIA SOFTWARE DEVELOPMENT KITS

**Release date: January 28, 2020**

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Each SDK has its own set of software and materials, but here is a description of the types of items that may be included in a SDK: source code, header files, APIs, data sets and assets (examples include images, textures, models, scenes, videos, native API input/output files), binary software, sample code, libraries, utility programs, programming code and documentation.

This Agreement can be accepted only by an adult of legal age of majority in the country in which the SDK is used.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the entity to this Agreement, in which case "you" will mean the entity you represent.

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You agree to use the SDK only for purposes that are permitted by (a) this Agreement, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

## 1.1. License

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1. Install and use the SDK,
2. Modify and create derivative works of sample source code delivered in the SDK, and
3. Distribute those portions of the SDK that are identified in this Agreement as distributable, as incorporated in object code format into a software application that meets the distribution requirements indicated in this Agreement.

### 1.1.2. Distribution Requirements

These are the distribution requirements for you to exercise the distribution grant:

1. Your application must have material additional functionality, beyond the included portions of the SDK.
2. The distributable portions of the SDK shall only be accessed by your application.
3. The following notice shall be included in modifications and derivative works of sample source code distributed: "This software contains source code provided by NVIDIA Corporation."
4. Unless a developer tool is identified in this Agreement as distributable, it is delivered for your internal use only.
5. The terms under which you distribute your application must be consistent with the terms of this Agreement, including (without limitation) terms relating to the license grant and license restrictions and protection of NVIDIA's intellectual property rights. Additionally, you agree that you will protect the privacy, security and legal rights of your application users.
6. You agree to notify NVIDIA in writing of any known or suspected distribution or use of the SDK not in compliance with the requirements of this Agreement, and to enforce the terms of your agreements with respect to distributed SDK.

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You may allow employees and contractors of your entity or of your subsidiary(ies) to access and use the SDK from your secure network to perform work on your behalf.

If you are an academic institution you may allow users enrolled or employed by the academic institution to access and use the SDK from your secure network.

You are responsible for the compliance with the terms of this Agreement by your authorized users. If you become aware that your authorized users didn't follow the terms of this Agreement, you agree to take reasonable steps to resolve the non-compliance and prevent new occurrences.

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2. If you want to terminate this Agreement, you may do so by stopping to use the SDK.
3. NVIDIA may, at any time, terminate this Agreement if:
  - a. (i) you fail to comply with any term of this Agreement and the non-compliance is not fixed within thirty (30) days following notice from NVIDIA (or immediately if you violate NVIDIA's intellectual property rights);
  - b. (ii) you commence or participate in any legal proceeding against NVIDIA with respect to the SDK; or
  - c. (iii) NVIDIA decides to no longer provide the SDK in a country or, in NVIDIA's sole discretion, the continued use of it is no longer commercially viable.
4. Upon any termination of this Agreement, you agree to promptly discontinue use of the SDK and destroy all copies in your possession or control. Your prior distributions in accordance with this Agreement are not affected by the termination of this Agreement. Upon written request, you will certify in writing that you have complied with your commitments under this section. Upon any termination of this Agreement all provisions survive except for the license grant provisions.

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You agree to cooperate with NVIDIA and provide reasonably requested information to verify your compliance with this Agreement.

This Agreement will be governed in all respects by the laws of the United States and of the State of Delaware as those laws are applied to contracts entered into and performed

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The state or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of this Agreement. Notwithstanding this, you agree that NVIDIA shall still be allowed to apply for injunctive remedies or an equivalent type of urgent legal relief in any jurisdiction.

If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law and the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative.

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This Agreement and any exhibits incorporated into this Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all prior negotiations or documentation exchanged between the parties

relating to this SDK license. Any additional and/or conflicting terms on documents issued by you are null, void, and invalid. Any amendment or waiver under this Agreement shall be in writing and signed by representatives of both parties.

# Chapter 2.

## CUDA TOOLKIT SUPPLEMENT TO SOFTWARE LICENSE AGREEMENT FOR NVIDIA SOFTWARE DEVELOPMENT KITS

**Release date: January 28, 2020**

The terms in this supplement govern your use of the NVIDIA CUDA Toolkit SDK under the terms of your license agreement (“Agreement”) as modified by this supplement. Capitalized terms used but not defined below have the meaning assigned to them in the Agreement.

This supplement is an exhibit to the Agreement and is incorporated as an integral part of the Agreement. In the event of conflict between the terms in this supplement and the terms in the Agreement, the terms in this supplement govern.

### 2.1. License Scope

The SDK is licensed for you to develop applications only for use in systems with NVIDIA GPUs.

### 2.2. Distribution

The portions of the SDK that are distributable under the Agreement are listed in [Attachment A](#).

### 2.3. Operating Systems

Those portions of the SDK designed exclusively for use on the Linux or FreeBSD operating systems, or other operating systems derived from the source code to these operating systems, may be copied and redistributed for use in accordance with this

Agreement, provided that the object code files are not modified in any way (except for unzipping of compressed files).

## 2.4. Audio and Video Encoders and Decoders

You acknowledge and agree that it is your sole responsibility to obtain any additional third-party licenses required to make, have made, use, have used, sell, import, and offer for sale your products or services that include or incorporate any third-party software and content relating to audio and/or video encoders and decoders from, including but not limited to, Microsoft, Thomson, Fraunhofer IIS, Sisvel S.p.A., MPEG-LA, and Coding Technologies. NVIDIA does not grant to you under this Agreement any necessary patent or other rights with respect to any audio and/or video encoders and decoders.

## 2.5. Licensing

If the distribution terms in this Agreement are not suitable for your organization, or for any questions regarding this Agreement, please contact NVIDIA at [nvidia-compute-license-questions@nvidia.com](mailto:nvidia-compute-license-questions@nvidia.com).

## 2.6. Attachment A

The following portions of the SDK are distributable under the Agreement:

Component	CUDA Runtime
Windows	cuda.dll, cuda_static.lib, cudadevrt.lib
Mac OSX	libcudart.dylib, libcudart_static.a, libcudadevrt.a
Linux	libcudart.so, libcudart_static.a, libcudadevrt.a
Android	libcudart.so, libcudart_static.a, libcudadevrt.a
Component	CUDA FFT Library
Windows	cufft.dll, cufftw.dll, cufft.lib, cufftw.lib
Mac OSX	libcufft.dylib, libcufft_static.a, libcufftw.dylib, libcufftw_static.a
Linux	libcufft.so, libcufft_static.a, libcufftw.so, libcufftw_static.a
Android	libcufft.so, libcufft_static.a, libcufftw.so, libcufftw_static.a
Component	CUDA BLAS Library

Windows	cublas.dll, cublasLt.dll
Mac OSX	libcublas.dylib, libcublasLt.dylib, libcublas_static.a, libcublasLt_static.a
Linux	libcublas.so, libcublasLt.so, libcublas_static.a, libcublasLt_static.a
Android	libcublas.so, libcublasLt.so, libcublas_static.a, libcublasLt_static.a
<b>Component</b>	<b>NVIDIA "Drop-in" BLAS Library</b>
Windows	nvblas.dll
Mac OSX	libnvblas.dylib
Linux	libnvblas.so
<b>Component</b>	<b>CUDA Sparse Matrix Library</b>
Windows	cusparse.dll, cusparse.lib
Mac OSX	libcusparse.dylib, libcusparse_static.a
Linux	libcusparse.so, libcusparse_static.a
Android	libcusparse.so, libcusparse_static.a
<b>Component</b>	<b>CUDA Linear Solver Library</b>
Windows	cusolver.dll, cusolver.lib
Mac OSX	libcusolver.dylib, libcusolver_static.a
Linux	libcusolver.so, libcusolver_static.a
Android	libcusolver.so, libcusolver_static.a
<b>Component</b>	<b>CUDA Random Number Generation Library</b>
Windows	curand.dll, curand.lib
Mac OSX	libcurand.dylib, libcurand_static.a
Linux	libcurand.so, libcurand_static.a
Android	libcurand.so, libcurand_static.a
<b>Component</b>	<b>NVIDIA Performance Primitives Library</b>
Windows	nppc.dll, nppc.lib, nppial.dll, nppial.lib, nppicc.dll, nppicc.lib, nppicom.dll, nppicom.lib, nppidei.dll, nppidei.lib, nppif.dll, nppif.lib, nppig.dll, nppig.lib, nppim.dll, nppim.lib,

	nppist.dll, nppist.lib, nppisu.dll, nppisu.lib, nppitc.dll, nppitc.lib, npps.dll, npps.lib
Mac OSX	libnppc.dylib, libnppc_static.a, libnppial.dylib, libnppial_static.a, libnppicc.dylib, libnppicc_static.a, libnppicom.dylib, libnppicom_static.a, libnppidei.dylib, libnppidei_static.a, libnppif.dylib, libnppif_static.a, libnppig.dylib, libnppig_static.a, libnppim.dylib, libnppisu_static.a, libnppitc.dylib, libnppitc_static.a, libnpps.dylib, libnpps_static.a
Linux	libnppc.so, libnppc_static.a, libnppial.so, libnppial_static.a, libnppicc.so, libnppicc_static.a, libnppicom.so, libnppicom_static.a, libnppidei.so, libnppidei_static.a, libnppif.so, libnppif_static.a, libnppig.so, libnppig_static.a, libnppim.so, libnppim_static.a, libnppist.so, libnppist_static.a, libnppisu.so, libnppisu_static.a, libnppitc.so, libnppitc_static.a, libnpps.so, libnpps_static.a
Android	libnppc.so, libnppc_static.a, libnppial.so, libnppial_static.a, libnppicc.so, libnppicc_static.a, libnppicom.so, libnppicom_static.a, libnppidei.so, libnppidei_static.a, libnppif.so, libnppif_static.a, libnppig.so, libnppig_static.a, libnppim.so, libnppim_static.a, libnppist.so, libnppist_static.a, libnppisu.so, libnppisu_static.a, libnppitc.so, libnppitc_static.a, libnpps.so, libnpps_static.a
<b>Component</b>	<b>NVIDIA JPEG Library</b>
Linux	libnvjpeg.so, libnvjpeg_static.a
<b>Component</b>	<b>Internal common library required for statically linking to cuBLAS, cuSPARSE, cuFFT, cuRAND, nvJPEG and NPP</b>
Mac OSX	libculibos.a
Linux	libculibos.a
<b>Component</b>	<b>NVIDIA Runtime Compilation Library and Header</b>
All	nVRTC.h
Windows	nVRTC.dll, nVRTC-builtins.dll
Mac OSX	libnVRTC.dylib, libnVRTC-builtins.dylib



Linux	libnvrtc.so, libnvrtc-builtins.so
<b>Component</b>	<b>NVIDIA Optimizing Compiler Library</b>
Windows	nvvm.dll
Mac OSX	libnvvm.dylib
Linux	libnvvm.so
<b>Component</b>	<b>NVIDIA Common Device Math Functions Library</b>
Windows	libdevice.10.bc
Mac OSX	libdevice.10.bc
Linux	libdevice.10.bc
<b>Component</b>	<b>CUDA Occupancy Calculation Header Library</b>
All	cuda_occupancy.h
<b>Component</b>	<b>CUDA Half Precision Headers</b>
All	cuda_fp16.h, cuda_fp16.hpp
<b>Component</b>	<b>CUDA Profiling Tools Interface (CUPTI) Library</b>
Windows	cupti.dll
Mac OSX	libcupti.dylib
Linux	libcupti.so
<b>Component</b>	<b>NVIDIA Tools Extension Library</b>
Windows	nvToolsExt.dll, nvToolsExt.lib
Mac OSX	libnvToolsExt.dylib
Linux	libnvToolsExt.so
<b>Component</b>	<b>NVIDIA CUDA Driver Libraries</b>
Linux	libcuda.so, libnvidia-ptxjitcompiler.so

The NVIDIA CUDA Driver Libraries are only distributable in applications that meet this criteria:

1. The application was developed starting from a NVIDIA CUDA container obtained from Docker Hub or the NVIDIA GPU Cloud, and
2. The resulting application is packaged as a Docker container and distributed to users on Docker Hub or the NVIDIA GPU Cloud only.

## 2.7. Attachment B

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Component	License
CUDA-GDB	GPL v3

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```

```
Developed by:
```

```
    LLVM Team
```

```
    University of Illinois at Urbana-Champaign
```

```
    http://llvm.org
```

```
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Written by: Philip Hazel  
Email local part: ph10  
Email domain: cam.ac.uk  
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