

Azure Kinect SDK

./deps/azurekinectsensorsdk0130/*

./deps/azurekinectbodytrackingsdk0100/*

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./deps/cudnn101windows10x64_76224/*

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This license agreement, including exhibits attached (“Agreement”) is a legal agreement between you and NVIDIA Corporation (“NVIDIA”) and governs your use of a NVIDIA software development kit (“SDK”).

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.

If you don’t have the required age or authority to accept this Agreement, or if you don’t accept all the terms and conditions of this Agreement, do not download, install or use the SDK.

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. License. 1.1. Grant

Subject to the terms of this Agreement, NVIDIA hereby grants you a non-exclusive, non-transferable license, without the right to sublicense (except as expressly provided in this Agreement) to:

Install and use the SDK,
Modify and create derivative works of **sample source** code delivered in the SDK, and
Distribute those portions of the SDK that are **identified in this Agreement as** distributable, as incorporated in **object**

1.2. Distribution Requirements

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

Your application must have material additional functionality, beyond the included portions of the SDK.
The distributable portions of the SDK shall only be accessed by your application.
The following notice shall be included in modifications and derivative works of sample source code distributed: “This s
Unless a developer tool is identified in this Agreement as distributable, it is delivered for your internal use only.
The terms under which you distribute your application must be consistent with the terms of this Agreement, including (w
You agree to notify NVIDIA in writing of any known or suspected distribution or use of the SDK not in compliance with t

1.3. Authorized Users

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.

1.4. Pre-Release SDK

The SDK versions identified as alpha, beta, preview or otherwise as pre-release, 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 commercial versions of NVIDIA software and materials. Use of a pre-release SDK may result in unexpected results, loss of data, project delays or other unpredictable damage or loss.

You may use a pre-release SDK at your own risk, understanding that pre-release SDKs are not intended for use in production or business-critical systems.

NVIDIA may choose not to make available a commercial version of any pre-release SDK. NVIDIA may also choose to abandon development and terminate the availability of a pre-release SDK at any time without liability.

1.5. Updates

NVIDIA may, at its option, make available patches, workarounds or other updates to this SDK. Unless the updates are provided with their separate governing terms, they are deemed part of the SDK licensed to you as provided in this Agreement.

You agree that the form and content of the SDK that NVIDIA provides may change without prior notice to you. While NVIDIA generally maintains compatibility between versions, NVIDIA may in some cases make changes that introduce incompatibilities in future versions of the SDK.

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2. Limitations.

The following license limitations apply to your use of the SDK:

2.1 You may not reverse engineer, decompile or disassemble, or remove copyright or other proprietary notices from any portion of the SDK or copies of the SDK.

2.2 Except as expressly provided in this Agreement, you may not copy, sell, rent, sublicense, transfer, distribute, modify, or create derivative works of any portion of the SDK.

2.3 Unless you have an agreement with NVIDIA for this purpose, you may not indicate that an application created with the SDK is sponsored or endorsed by NVIDIA.

2.4 You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in the SDK.

2.5 You may not use the SDK in any manner that would cause it to become subject to an open source software license. As examples, licenses that require as a condition of use, modification, and/or distribution that the SDK be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

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2.7 You agree to defend, indemnify and hold harmless NVIDIA and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, fines, restitutions and expenses (including but not limited to attorney's fees and costs incident to establishing the right of indemnification) arising out of or related to your use of the SDK outside of the scope of this Agreement, or not in compliance with its terms.

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3.1 NVIDIA or its licensors hold all rights, title and interest in and to the SDK and its modifications and derivative works, including their respective intellectual property rights, subject to your rights under Section 3.2. This SDK may include software and materials from NVIDIA's licensors, and these licensors are intended third party beneficiaries that may enforce this Agreement with respect to their intellectual property rights.

3.2 You hold all rights, title and interest in and to your applications and your derivative works of the sample source code delivered in the SDK, including their respective intellectual property rights, subject to NVIDIA's rights under section 3.1.

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an essential basis of the bargain between the parties, and, absent any of these exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

6. Termination.

6.1 This Agreement will continue to apply until terminated by either you or NVIDIA as described below.

6.2 If you want to terminate this Agreement, you may do so by stopping to use the SDK.

6.3 NVIDIA may, at any time, terminate this Agreement if: (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); (ii) you commence or participate in any legal proceeding against NVIDIA with respect to the SDK; or (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.

6.4 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 licenses granted to you.

7. General.

If you wish to assign this Agreement or your rights and obligations, including by merger, consolidation, dissolution or operation of law, contact NVIDIA to ask for permission. Any attempted assignment not approved by NVIDIA in writing shall be void and of no effect. NVIDIA may assign, delegate or transfer this Agreement and its rights and obligations, and if to a non-affiliate you will be notified.

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 entirely within Delaware by Delaware residents, without regard to the conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. You agree to all terms of this Agreement in the English language.

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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Any notice delivered by NVIDIA to you under this Agreement will be delivered via mail, email or fax. You agree that any notices that NVIDIA sends you electronically will satisfy any legal communication requirements. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department.

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.

(v. January 28, 2020)

Notice

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