

Spinnaker SDK Open Source Licenses

Spinnaker 4—Windows Licenses

Component	Spinnaker Component	License	Version
1394-based DC Control Library	Spinnaker, GenTL	GNU Lesser General Public License v2.1 or later	master-20121109
A trigger for the TreeViewItem directly under the mouse	SpinView	Microsoft Limited Public License v1.1	
Apache Xerces-C++ XML Parser	Spinnaker, GenTL	Apache License 2.0	3.1.1
Apache XML Xalan-C++	Spinnaker, Testing	Apache License 1.1	1.6
Apache-Logging log4net	SpinView/SpinnakerNET	Apache License 2.0	1.2.11
API Code Pack for Microsoft .NET Framework	deprecated	License for Microsoft Windows API Code Pack for Microsoft .NET Framework	1.1
Code Project - AdapterList	SpinView	Code Project Open License 1.02	1
Code Project - WPF TreeListView Control	SpinView	Code Project Open License 1.02	1
CppUnit - C++ port of JUnit	Testing	GNU Lesser General Public License v2.1 or later	
cryptopp	Utilities	Boost Software License 1.0	
Cuda ToolKit	SpinnakerGPU	NVIDIA Software License Agreement and CUDA Supplement to Software License Agreement	11.8
curl	Utilities, GenTL	The curl license	8.2
Expat XML Parser - libexpat	Spinnaker, GenTL	MIT	2.0.0
ffmpeg	SpinVideo	GNU Lesser General Public License v2.1 or later	20160227-git-5156578
FreeImage	Spinnaker, SpinnakerAIK	Freeimage public license v1.0	3.17.0
GenICam by EMVA	Spinnaker, GenTL	License for GenICam by EMVA	3.0
Intel Performance Primitives (IPP)	Spinnaker, SpinVideo, Testing	Intel Simplified Software License (Version October 2022)	9.0
Log library for C++	Spinnaker, GenTL	Apache License 2.0	1.0
MD5 Message-Digest Algorithm	GenTL, Testing	RSA Message-Digest License	
Microsoft Windows Driver Kit - WDK	Drivers	Microsoft Limited Public License v1.1	8.1
Moq	Testing	BSD 2-clause "Simplified" License	4.2.1409.1722
Newtonsoft.Json	Spinnaker	MIT	13.0.3

Component	Spinnaker Component	License	Version
nlohmann_json	Testing	MIT	3.6.1
OpenTK	SpinView	MIT	
Qt	Utilities	GNU Lesser General Public License v3	5.7
RapidXml	Documentation	MIT	1.13
Search and Highlight in TextBlock	SpinView	Microsoft Limited Public License v1.1	
Stackoverflow - How to define TextBox input restrictions	SpinView	Creative Commons Attribution Share Alike 3.0	
StackOverFlow - Make ListView.ScrollIntoView Scroll the Item into the Center of the ListView	SpinView	Creative Commons Attribution Share Alike 3.0	
teamcity-cpp	Testing	Apache License 2.0	
The C++ Standard Library - A Tutorial and Reference	Spinnaker, GenTL	ISC License	
The Open Toolkit library	SpinView	MIT	1.0-2010-10-06
Work with Bitmaps Faster in C#	SpinView	Code Project Open License 1.02	
xxhash	Spinnaker, GenTL	BSD 3-clause "New" or "Revised" License	
zlib	Spinnaker, GenTL, SpinnakerNET, Utilities	zlib License	1.2.8

Spinnaker 3.2—Windows Licenses

Component	Spinnaker Component	License	Version
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Apache Xerces-C++ XML Parser	Spinnaker, GenTL	Apache License 2.0	3.1.1
Apache XML Xalan-C++	Spinnaker, Testing	Apache License 1.1	1.6
Apache-Logging log4net	SpinView/SpinnakerNET	Apache License 2.0	1.2.11
API Code Pack for Microsoft .NET Framework	deprecated	License for Microsoft Windows API Code Pack for Microsoft .NETFramework	1.1
Code Project - AdapterList	SpinView	Code Project Open License 1.02	1
Code Project - WPF TreeListView Control	SpinView	Code Project Open License 1.02	1
CppUnit - C++ port of JUnit	Testing	GNU Lesser General Public Licensev2.1 or later	
cryptopp	Utilities	Boost Software License 1.0	
Cuda ToolKit	SpinnakerGPU	NVIDIA Software License Agreement and CUDA Supplement to Software License Agreement	11.8
curl	Utilities, GenTL	The curl license	7.44.0-1
Expat XML Parser - libexpat	Spinnaker, GenTL	MIT	2.0.0
FFmpeg	SpinVideo	GNU Lesser General Public Licensev2.1 or later	20160227-git-5156578
FreeImage	Spinnaker, SpinnakerAIK	Freeimage public license v1.0	3.17.0
GenICam by EMVA	Spinnaker, GenTL	License for GenICam by EMVA	3.0
Intel Performance Primitives (IPP)	Spinnaker, SpinVideo, Testing	Intel Simplified Software License (Version October 2022)	9.0
Log library for C++	Spinnaker, GenTL	GNU Lesser General Public Licensev2.1 or later	log4cpp-1.0
MD5 Message-Digest Algorithm	GenTL, Testing	RSA Message-Digest License	
Microsoft Windows Driver Kit - WDK	Drivers	Microsoft Limited Public License v1.1	8.1
Moq	Testing	BSD 2-clause "Simplified" License	4.2.1409.1722
Myricom	Drivers	MYRICOM MACHINE VISION ACCELERATOR LICENSE	2.0.5.577

Component	Spinnaker Component	License	Version
Newtonsoft.Json	Spinnaker	MIT	13.0.3
nlohmann_json	Test	MIT	3.6.1
OpenTK	SpinView	MIT	
Qt	Utilities	GNU Lesser General Public License v3	5.7
RapidXml	Documentation	MIT	1.13
Search and Highlight in TextBlock	SpinView	Microsoft Limited Public License v1.1	
Stackoverflow - How to define TextBox input restrictions	SpinView	Creative Commons Attribution Share Alike 3.0	
StackOverFlow - Make ListView.Scroll IntoView Scroll the Item into the Center of the ListView	SpinView	Creative Commons Attribution Share Alike 3.0	
teamcity-cpp	Testing	Apache License 2.0	
The C++ Standard Library - A Tutorial and Reference	Spinnaker, GenTL	ISC License	
The Open Toolkit library	SpinView	MIT	1.0-2010-10-06
Work with Bitmaps Faster in C#	SpinView	Code Project Open License 1.02	
xxhash	Spinnaker, GenTL	BSD 3-clause "New" or "Revised" License	
zlib	Spinnaker, GenTL, SpinnakerNET, Utilities	zlib License	1.2.8

Spinnaker Linux Licenses

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Apache XML Xalan-C++	Spinnaker, Testing	Apache License 1.1	1.6
CppUnit - C++ port of JUnit	Spinnaker	GNU Lesser General Public License v2.1 or later	
Cuda ToolKit	SpinnakerGPU	NVIDIA Software License Agreement and CUDA Supplement to Software License Agreement	11.8
Expat XML Parser - libexpat	Spinnaker, GenTL	MIT	2.0.0
Ffmpeg	Spinnaker, SpinVideo	GNU Lesser General Public License v2.1 or later	20160227-git-5156578
FreeImage	Spinnaker, SpinnakerAIK	Freeimage public license v1.0	3.17.0
GenICam by EMVA	Spinnaker, GenTL	License for GenICam by EMVA	3.0
Intel Performance Primitives (IPP)	Spinnaker, SpinVideo, Testing	Intel Simplified Software License (Version October 2022)	9.0
Khronos Group - OpenGL ES	SpinViewQT, SpinSimpleGUI_MFC	MIT	
libusb	GenTL	GNU General Public License v2.1 or later	1.0.19
Linux Kernel		GNU General Public License v2.0	
Log library for C++	Spinnaker, GenTL	GNU Lesser General Public License v2.1 or later	log4cpp-1.0
nlohmann_json	Testing	MIT	
Qt	SpinViewQT	GNU Lesser General Public License v3	
teamcity-cpp	Testing	Apache License 2.0	
The C++ Standard Library - A Tutorial and Reference	Spinnaker, GenTL	ISC License	
xxhash	Spinnaker, GenTL	BSD 3-clause "New" or "Revised" License	
zlib	log4cpp, Spinnaker, SpinUpdate	zlib License	1.2.8

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Apache XML Xalan-C++	Spinnaker, Testing	Apache License 1.1	1.6
CppUnit - C++ port of JUnit	Spinnaker	GNU Lesser General Public License v2.1 or later	
Cuda ToolKit	SpinnakerGPU	NVIDIA Software License Agreement and CUDA Supplement to Software License Agreement	11.8
Expat XML Parser - libexpat	Spinnaker, GenTL	MIT	2.0.0
Ffmpeg	Spinnaker, SpinVideo	GNU Lesser General Public License v2.1 or later	20160227-git-5156578
FreeImage	Spinnaker, SpinnakerAIK	Freeimage public license v1.0	3.17.0
GenICam by EMVA	Spinnaker, GenTL	License for GenICam by EMVA	3.0
Intel Performance Primitives (IPP)	Spinnaker, SpinVideo, Testing	Intel Simplified Software License (Version October 2022)	9.0
Khronos Group - OpenGL ES	SpinViewQT, SpinSimpleGUI_MFC	MIT	
libusb	GenTL	GNU General Public License v2.1 or later	1.0.19
Linux Kernel		GNU General Public License v2.0	
Log library for C++	Spinnaker, GenTL	GNU Lesser General Public License v2.1 or later	log4cpp-1.0
nlohmann_json	Testing	MIT	
Qt	SpinViewQT	GNU Lesser General Public License v3	
teamcity-cpp	Testing	Apache License 2.0	
The C++ Standard Library - A Tutorial and Reference	Spinnaker, GenTL	ISC License	
xxhash	Spinnaker, GenTL	BSD 3-clause "New" or "Revised" License	
zlib	log4cpp, Spinnaker, SpinUpdate	zlib License	1.2.8

Spinnaker Mac Licenses

Component	Spinnaker Component	License	Version
libomp	Apache License 2.0 with LLVM Exceptions	Apache License 2.0 with LLVM Exceptions	17.0.1
libusb	GenTL	GNU General Public License v2.1 or later	1.0.19
zlib	log4cpp, Spinnaker, SpinUpdate	zlib License	1.2.8
CppUnit - C++ port of JUnit	Spinnaker	GNU Lesser General Public License v2.1 or later	
1394-based DC Control Library	Spinnaker, GenTL	GNU Lesser General Public License v2.1 or later	master-20121109
Apache Xerces-C++ XML Parser	Spinnaker, GenTL	Apache License 2.0	3.1.1
Expat XML Parser - libexpat	Spinnaker, GenTL	MIT	2.0.0
GenICam by EMVA	Spinnaker, GenTL	License for GenICam by EMVA	3.0
Log library for C++	Spinnaker, GenTL	GNU Lesser General Public License v2.1 or later	log4cpp-1.0
The C++ Standard Library - A Tutorial and Reference	Spinnaker, GenTL	ISC License	
xxhash	Spinnaker, GenTL	BSD 3-clause "New" or "Revised" License	
FreeImage	Spinnaker, SpinnakerAIK	Freeimage public license v1.0	3.17.0
Ffmpeg	Spinnaker, SpinVideo	GNU Lesser General Public License v2.1 or later	20160227-git-5156578
Intel Performance Primitives (IPP)	Spinnaker, SpinVideo, Testing	Intel Simplified Software License (Version October 2022)	9.0
Apache XML Xalan-C++	Spinnaker, Testing	Apache License 1.1	1.6
Cuda ToolKit	SpinnakerGPU	NVIDIA Software License Agreement and CUDA Supplement to Software License Agreement	11.8
Qt	SpinViewQT	GNU Lesser General Public License v3	
Khronos Group - OpenGL ES	SpinViewQT, SpinSimpleGUI_MFC	MIT	
teamcity-cpp	Testing	Apache License 2.0	
nlohmann_json	Testing	MIT	
Linux Kernel		GNU General Public License v2.0	

Teledyne FLIR Spinnaker SDK License

FLIR Spinnaker® SDK License Agreement

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1. **Grant of License:** Subject to the terms of this agreement, you are hereby granted a limited, terminable, non-transferable, non-exclusive license and right to use the SDK only in conjunction with: (a) those FLIR cameras listed at <https://www.flir.com/products/spinnaker-sdk> (as such list may be amended by FLIR at any time and from time to time) and owned by you; and (b) the images derived from such cameras. FLIR Systems processes your personal data when you install and use the SDK in accordance with the information notice posted at the end of this License Agreement.
2. **Free and Open Source Components:** Notwithstanding anything to the contrary herein, use, copying and distribution of components of the SDK licensed under free and open source license agreements are governed solely by the terms of those license agreements (which are contained in the electronic documentation for the SDK) and not this agreement.
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6. **Indemnification:** You assume the entire risk relating to, and will indemnify, hold harmless and defend FLIR from and against any claims, actions, lawsuits, or proceedings, and any losses, liabilities, damages and expenses (including attorney's fees and expenses) that arise or result from your activities under this agreement, including the distribution or use of the SDK (including the Libraries) and/or the development, distribution or use of any Derivative Product (including any intellectual property infringement claims relating thereto).
7. **No Warranties:** Your use of the SDK is solely at your own risk. The SDK is provided "as is" and "as available" without warranty or condition of any kind, either express, implied or statutory, including implied warranties of merchantability, fitness for a particular application or purpose, title and non-infringement, and FLIR hereby expressly disclaims all such warranties and conditions. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

8. Limitation of Liability: Notwithstanding any other provision herein, to the maximum extent permitted by applicable law, FLIR will not under any circumstances be liable for any direct, indirect, incidental, consequential, punitive or special losses or damages (including damages for bodily injury or death, business interruption, loss or corruption of business information or data, loss of opportunity, loss of privacy, cost of recovery, financial loss, loss of revenue or loss of profits for any reason whatsoever) whether or not FLIR has been advised or should have been aware of the possibility of any such losses or damage arising, and in no event will the aggregate and cumulative liability of FLIR for any matters arising under this agreement or otherwise exceed \$25.

9. Changes and Support: FLIR may at its sole discretion elect to provide you with limited support services related to the SDK for such period of time as FLIR at its sole discretion elects. FLIR may change or cease to provide the SDK and the limited Support at any time and from time to time without notice to you and that FLIR is not obligated to provide the SDK or any support. FLIR may use any technical information, feedback or ideas you provide to FLIR for FLIR's business purposes, including product support and development.

10. Termination: FLIR may terminate this agreement immediately on notice to you if you violate any of the terms of this agreement. FLIR may also terminate this agreement for convenience provided that 30 days notice is delivered to you. Any notice given by FLIR hereunder will be effective when sent by FLIR to the email address you provided to FLIR when you registered for a download account. On termination, for any reason, your rights hereunder will cease and you must immediately return all copies of the SDK to FLIR and on termination for violation or default, you will be liable to FLIR for all damages suffered as a result of the violation or default. Sections 6-8, 10 and 12 will survive any termination hereof.

11. Export Laws: This agreement involves products and/or technical data that may be controlled under laws and regulations of the United States and other countries, including the United States Export Administration Regulations, or any other applicable law, regulation, rule, guideline or order (collectively, "Export Laws"). You will comply with all Export Laws to ensure that the SDK is not exported, directly or indirectly, in contravention of the Export Laws. You represent and warrant to FLIR that you are not a person barred from receiving the SDK under any Export Laws.

12. General: This agreement is the entire agreement between you and FLIR with respect to the subject matter of this agreement. If you are signing on behalf of an entity such as a corporation, you represent and warrant that you have the authority to bind such entity. This agreement and the rights granted hereunder are personal to you and you may not assign this agreement to a third party without the prior written consent of FLIR. This agreement is governed exclusively by and will be enforced, construed, and interpreted exclusively in accordance with the laws of British Columbia ("BC") and the laws of Canada applicable in BC. The courts of the Province of BC will have exclusive jurisdiction over any dispute arising under this agreement. You agree that termination and/or monetary damages may not be a sufficient remedy if you breach this agreement and that FLIR will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach. If FLIR does not exercise any legal right or remedy in this agreement or otherwise, this will not be taken to be a formal waiver by FLIR of its rights, which rights will remain available to FLIR. If any provision of this agreement is construed to be illegal or invalid, the illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions hereof will continue in full force and effect.

Information regarding the protection of Personal Data of users located in the E.U.

This information notice describes FLIR Systems, Inc.'s ("FLIR") use of your personal data when you install and use FLIR's Software Development Kit (SDK) in conjunction with compatible FLIR cameras owned by you and the images derived from such cameras.

1. Personal data we collect

FLIR collects the following data during SDK installation/uninstallation, as well as during the execution of our camera evaluation application (SpinView_WPF):

- Product name
- Product version
- Operating system and architecture
- IP Address and geographical location (which is being anonymized as per Google Analytics setting, see section 11 Google Analytics)
- Data Source (internal from FLIR or external from customers)
- Data related to your use of the SDK:

o Components selected for installation or uninstallation in the installer

- o Timestamp for when installation or uninstallation occurred
- o User interface features selected, updated or modified in the camera evaluation application
- o Timestamp for when features in the camera evaluation application were selected, updated or modified

2. Purposes we process personal data for

We process this personal data for the following purposes:

- To provide services you have requested, and respond to any comments or complaints you may send us;
- We monitor use of our products and services, and may use your information to help us monitor, improve and protect our products, content, services and websites;
- To comply with applicable laws and protection of our legitimate business interests and legal rights, including, but not limited to, use in connection with legal claims, compliance, especially general trade compliance, regulatory, investigative purposes (including disclosure of such information in connection with legal process or litigation).

3. Legal basis for the processing of personal data

Your personal data is processed based on the following legal basis:

- Art. 6 para 1 (b) GDPR to provide the service offerings you have requested.
- Art. 6 para 1 (f) GDPR to achieve research and analytic purposes to improve and further develop service offerings, including but not limited to the service offerings.
- Art. 6 para 1 (c) GDPR for legal compliance based on a legal obligation under EU or Member State law to which we are subject.

4. Sharing personal data

FLIR does not rent, sell or share your Personal Information unnecessarily, or without a clearly defined purpose, and not without ensuring all the necessary protections are in place, to ensure FLIR meets all its legal obligations around the storage, transmission and processing of Personal Information, as set out by all relevant legislations within the markets that FLIR operates. When we share your Personal Information, we do not allow any third-party partners to use it for their own marketing purposes. When we do share your Personal Information, you can be assured that it will only be shared with third-party recipients who will protect your Personal Information as closely as FLIR does. We may share your personal data for the above-mentioned purposes with the following third parties:

- **Affiliates:** We may share your Personal Information with relevant Affiliates of FLIR so that they may assist you locally with the sale of one of our products, service, support, training, or other tasks that need local representation, or if sharing the data is necessary to making available the FLIR Site or FLIR Cloud Services to you. We are also a global enterprise comprised of a group of companies operating internationally. This entails that business functions handling Personal Information to achieve the purposes defined in this Privacy Policy are managed centrally or only by some Affiliates.

FLIR's internal access permissions are strictly controlled, and so FLIR also does not allow access to your Personal Information by FLIR employees, unless the employee requires access to fulfill their role and responsibilities. All companies in the FLIR group are bound, as required by law, to ensure that Personal Information is protected consistent with EU standards as explained in section 7 "Transfer of personal data" below.

- **Service Providers:** Personal data may be shared with third party service providers, who will process it for the purposes above. Such third parties include, but are not limited to, IT service, Cloud Storage service providers, Cloud service providers, training providers, survey service providers, investigators, auditors and data hosting providers.
- **Government Authorities / Law Enforcement Officials:** Personal data may be shared with government authorities and/or law enforcement officials if required for the purposes above, if mandated by law or if required for the legal protection of our legitimate interests in compliance with applicable laws.

5. Transferring personal data

We are committed to maintaining the security of data, including personal data, and we have comprehensive corporate policies regarding information security. We will protect personal data, regardless of whether it is inside or outside the EU and regardless of whether it is processed by us or by third party service providers on our behalf.

Where information is transferred out of the European Economic Area (E.E.A.), and where this is to an affiliate of ours or to a third party in a country that is not subject to an adequacy decision by the E.U. Commission, data is in all cases adequately protected under appropriate safeguards such as E.U. Commission approved standard contractual clauses, an appropriate Privacy Shield certification or a vendor's Processor Binding Corporate Rules.

6. Your rights

You may be entitled to ask us for a copy of your personal data, to correct it, erase or restrict its processing, or to ask us to transfer some of this personal data to other organizations. You may also have rights to object to some processing activities, such as the profiling we may perform for the purposes of direct marketing, and, where we have asked for your consent to process your data, to withdraw this consent. These rights may be limited in some situations – for example, where we can demonstrate that we have a legal requirement to process your data. In some instances, this may mean that we are able to retain data even if you withdraw your consent.

Participating in the pre-release testing and providing feedback and receiving recommendations is entirely voluntary. However, if you wish to participate in the testing, it is mandatory for you to provide certain information to allow us to conduct a useful test in regard to its purpose (collecting user experience based on user profiles) or so that we can comply with legal or contractual obligations: if such data is not provided, then we will not be able to manage our contractual relationship, or to meet obligations placed on us. In all other cases, provision of requested personal data is optional.

7. Contact options

For any questions or concerns relating to this information notice, or our data protection practices, please contact us at: FLIR Systems Trading Belgium BVBA, Luxemburgstraat 2, 2321 Meer, Belgium. Phone: +32 (0) 3665 5100; E-Mail: PersonalDataManager@flir.com

8. Data retention and deletion

We will keep your personal data described in section 1 for 26 months to provide the Service Offerings you have requested. Afterwards, we may retain data for an appropriate period to protect ourselves from legal claims, to administer our business, or to the extent permitted by applicable law, which may require us to hold your personal data for specific periods. We will delete your personal data, when you object to the processing in accordance with “What rights to you have in relation to your data” (see above) or when we are obliged to delete it in accordance with an obligation under applicable law.

9. Changes to this information notice

This information notice may, from time to time, change. Such amendments might become necessary due to the need to keep the information notice up to date, given changes in our business practice or in response to legislative changes, and whether they are international or national changes, and may be made without prior notice. If there are any significant changes made to the use of your personal data, which differs from that which was stated at the time your personal data was collected, then we will notify you by e-mail to the e-mail address you have registered.

10. Cookies

We use cookies within our App. Cookies are small text files sent by a web server to the App and saved locally on your device. The cookie allows the server to uniquely identify the App. Cookies do not cause any harm to your device and do not contain viruses. We use the following categories of cookies on our App:

- Category 1: Strictly Necessary Cookies

These cookies are essential in order to enable you to move around the App and use its features. Without these cookies, services you have asked for such as remembering your login details or data provided cannot be provided.

- Category 2: Performance Cookies

These cookies collect information on how people use our App. For example, we use Google Analytics cookies to help us understand how users arrive at our site, browse or use our site and highlight areas where we can improve areas such as navigation, App experience and marketing campaigns. The data stored by these cookies never shows personal details from which your individual identity can be established.

- Category 3: Functionality Cookies

These cookies remember choices you make such as the country you visit our App from, language and search parameters.

11. Google Analytics

Our installer and camera evaluation application uses Google Analytics, which is an analytics service provided by the third party provider Google, Inc. ("Google"). Google Analytics is used for the purpose of evaluating your use of our App, compiling reports on App activity and other services relating to website activity and internet usage. The information generated by the cookie about your use of the App is usually transmitted to and stored by Google on servers in the United States. This transfer is covered by Google's Privacy Shield certification and a separate data processing agreement that we have concluded with Google. In our installer and camera evaluation application, we have also activated the IP anonymization feature provided by Google to help protect your privacy. This means that your IP address will automatically be shortened after it is collected so it can no longer be connected to you and likewise your geographical location will be interpreted by Google Analytics through the use of IP by enabling IP anonymization up to city level (see <https://support.google.com/analytics/answer/2763052?hl=en>). For more information see https://support.google.com/analytics/answer/6004245?ref_topic=2919631 (information on Google Analytics and data privacy).

Apache License 1.1

/* =====

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3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>).\" Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
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/[End of CSPI Software End User License Agreement]/

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Jean-loup Gailly, Mark Adler

gzip@prep.ai.mit.edu, madler@alumni.caltech.edu

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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.

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Modify and create derivative works of sample source code delivered in the SDK, and

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

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- (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.

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

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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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2. CUDA Toolkit Supplement to Software License Agreement for NVIDIA Software Development Kits

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

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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).

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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

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2.6. Attachment A

The following CUDA Toolkit files may be distributed with Licensee Applications developed by you, including certain variations of these files that have version number or architecture specific information embedded in the file name - as an example only, for release version 9.0 of the 64-bit Windows software, the file `cuda64_90.dll` is redistributable.

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`

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`, `cublas_device.lib`

Mac OSX : `libcublas.dylib`, `libcublas_static.a`, `libcublas_device.a`

Linux : `libcublas.so`, `libcublas_static.a`, `libcublas_device.a`

Android : `libcublas.so`, `libcublas_static.a`, `libcublas_device.a`

Component : NVIDIA "Drop-in" BLAS Library

Windows : `nvblas.dll`

Mac OSX : libnvblas.dylib
Linux : libnvblas.so
Component : CUDA Sparse Matrix Library
Windows : cusparse.dll
Mac OSX : libcusparse.dylib, libcusparse_static.a
Linux : libcusparse.so, libcusparse_static.a
Android : libcusparse.so, libcusparse_static.a
Component : CUDA Linear Solver Library
Windows : cusolver.dll
Mac OSX : libcusolver.dylib, libcusolver_static.a
Linux : libcusolver.so, libcusolver_static.a
Android : libcusolver.so, libcusolver_static.a
Component : CUDA Random Number Generation Library
Windows : curand.dll
Mac OSX : libcurand.dylib, libcurand_static.a
Linux : libcurand.so, libcurand_static.a
Android : libcurand.so, libcurand_static.a
Component : NVIDIA Performance Primitives Library
Windows : nppc.dll, nppl.dll, npps.dll
Mac OSX : libnppc.dylib, libnppl.dylib, libnpps.dylib, libnppc_static.a,
libnpps_static.a, libnppl_static.a
Linux : libnppc.so, libnppl.so, libnpps.so, libnppc_static.a,
libnpps_static.a, libnppl_static.a
Android : libnppc.so, libnppl.so, libnpps.so, libnppc_static.a,
libnpps_static.a, libnppl_static.a
Component : Internal common library required for statically linking to cuBLAS,
cuSPARSE, cuFFT, cuRAND and NPP
Mac OSX : libculibos.a
Linux : libculibos.a
Component : NVIDIA Runtime Compilation Library
Windows : nvrtc.dll, nvrtc-builtins.dll
Mac OSX : libnvrtc.dylib, libnvrtc-builtins.dylib
Linux : libnvrtc.so, libnvrtc-builtins.so
Component : NVIDIA Optimizing Compiler Library
Windows : nvvm.dll
Mac OSX : libnvvm.dylib
Linux : libnvvm.so
Component : NVIDIA Common Device Math Functions Library
Windows : libdevice.compute_20.bc, libdevice.compute_30.bc,
libdevice.compute_35.bc
Mac OSX : libdevice.compute_20.bc, libdevice.compute_30.bc,

libdevice.compute_35.bc

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The resulting application is packaged as a Docker container and distributed to users on Docker Hub or the NVIDIA GPU Cloud only.

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2.7. Attachment B

Additional Licensing Obligations

The following third party components included in the SOFTWARE are licensed to Licensee pursuant to the following terms and conditions:

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