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code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

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signature of Ty Coon, 1 April 1990
Ty Coon, President of Vice

That's all there is to it!

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 6. EXPORT RESTRICTIONS. This SOFTWARE PRODUCT has been classified by the US Government as exportable under License Exception TSU. Therefore the following terms apply: You agree that you will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as

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VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

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- ◆ IBM Java Platform Standard Edition (JRE) (J2RE) - 1.8.0 SR5 FP41

[--- begin of LICENSE ---

LICENSE INFORMATION

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Program Name (Program Number):

IBM(R) 32-bit SDK for AIX, Java(TM) Technology Edition, Version 8 (6213-001)

IBM(R) 64-bit SDK for AIX, Java(TM) Technology Edition, Version 8 (6213-001)

The following standard terms apply to Licensee's use of the Program.

Redistributables

If the Program includes components that are Redistributable, they will be identified in the REDIST

- 1) Redistribution must be in object code form only and must conform to all directions, instructions, and restrictions.
- 2) If the Program's accompanying documentation expressly allows Licensee to modify the Redistributable, Licensee may do so.
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International License Agreement for Non-Warranted Programs

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"Authorized Use" - the specified level at which Licensee is authorized to execute or run the Program

"IBM" - International Business Machines Corporation or one of its subsidiaries.

"License Information" ("LI") - a document that provides information and any additional terms specified

"Program" - the following, including the original and all whole or partial copies: 1) machine-readable

2. Agreement Structure

This Agreement includes Part 1 - General Terms, Part 2 - Country-unique Terms (if any) and the LI

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The Program is owned by IBM or an IBM supplier, and is copyrighted and licensed, not sold.

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This license applies to each copy of the Program that Licensee makes.

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3.1.1 Trade-ups

If the Program is replaced by a trade-up Program, the replaced Program's license is promptly terminated.

3.1.2 Updates, Fixes, and Patches

When Licensee receives an update, fix, or patch to a Program, Licensee accepts any additional or different terms and conditions that may apply to the update, fix, or patch.

3.2 Fixed Term Licenses

If IBM licenses the Program for a fixed term, Licensee's license is terminated at the end of the term.

3.3 Term and Termination

This Agreement is effective until terminated.

IBM may terminate Licensee's license if Licensee fails to comply with the terms of this Agreement.

If the license is terminated for any reason by either party, Licensee agrees to promptly discontinue use of the Program.

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Charges, if any, are based on Authorized Use obtained, which is specified in the invoice. IBM does not charge for the Program.

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If any authority imposes on the Program a duty, tax, levy, or fee, excluding those based on IBM's sales tax, Licensee is responsible for payment of such duty, tax, levy, or fee.

6. Money-back Guarantee

If Licensee is dissatisfied with the Program for any reason and is the original Licensee, Licensee may request a refund.

7. Program Transfer

Licensee may transfer the Program and all of Licensee's license rights and obligations to another party.

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IBM DOES NOT PROVIDE SUPPORT OF ANY KIND, UNLESS IBM SPECIFIES OTHERWISE. IN SUCH EVENT, ANY SUPP

9. Licensee Data and Databases

To assist Licensee in isolating the cause of a problem with the Program, IBM may request that Lic
Licensee remains responsible for 1) any data and the content of any database Licensee makes avail

10. Limitation of Liability

The limitations and exclusions in this Section 10 (Limitation of Liability) apply to the full ext

10.1 Items for Which IBM May Be Liable

Circumstances may arise where, because of a default on IBM's part or other liability, Licensee is
This limit also applies to any of IBM's Program developers and suppliers. It is the maximum for w

10.2 Items for Which IBM Is Not Liable

UNDER NO CIRCUMSTANCES IS IBM, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING

- a. LOSS OF, OR DAMAGE TO, DATA;
- b. SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES
- c. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

11. Compliance Verification

For purposes of this Section 11 (Compliance Verification), "ILAN Program Terms" means 1) this Agr
The rights and obligations set forth in this Section 11 remain in effect during the period the Pr

11.1 Verification Process

Licensee agrees to create, retain, and provide to IBM and its auditors accurate written records,
Upon reasonable notice, IBM may verify Licensee's compliance with ILAN Program Terms at all sites

11.2 Resolution

IBM will notify Licensee in writing if any such verification indicates that Licensee has used any

Notice

12. Third Party Notices

The Program may include third party code that IBM, not the third party, licenses to Licensee under

13. General

- a. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by law.
- b. For Programs IBM provides to Licensee in tangible form, IBM fulfills its shipping and delivery obligations.
- c. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall survive.
- d. Licensee agrees to comply with all applicable export and import laws and regulations, including those of the United States.
- e. Licensee authorizes International Business Machines Corporation and its subsidiaries (and their agents) to use the Program for promotional purposes.
- f. Each party will allow the other reasonable opportunity to comply before it claims that the other is in breach.
- g. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, the parties shall be bound by the terms of this Agreement.
- h. Neither Licensee nor IBM is responsible for failure to fulfill any obligations due to causes beyond their control.
- i. No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any such claims.
- j. In entering into this Agreement, neither party is relying on any representation not specified herein.
- k. IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote the Program.
- l. The license and intellectual property indemnification terms of Licensee's other agreements with IBM shall apply.
- m. Both parties agree that all information exchanged is nonconfidential. If either party requires confidentiality, it shall be specified in writing.

14. Geographic Scope and Governing Law

14.1 Governing Law

Both parties agree to the application of the laws of the country in which Licensee obtained the Program. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14.2 Jurisdiction

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program.

Part 2 - Country-unique Terms

For licenses granted in the countries specified below, the following terms replace or modify the terms of this Agreement:

* Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction);

* Americas country amendments to other Agreement terms;

Notice

* Asia Pacific country amendments to other Agreement terms; and

* Europe, Middle East, and Africa country amendments to other Agreement terms.

Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction)

14.1 Governing Law

The phrase "the laws of the country in which Licensee obtained the Program license" in the first AMERICAS

(1) In Canada: the laws in the Province of Ontario;

(2) in Mexico: the federal laws of the Republic of Mexico;

(3) in the United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Island

(4) in Venezuela: the laws of the Bolivarian Republic of Venezuela;

ASIA PACIFIC

(5) in Cambodia and Laos: the laws of the State of New York, United States;

(6) in Australia: the laws of the State or Territory in which the transaction is performed;

(7) in Hong Kong SAR and Macau SAR: the laws of Hong Kong Special Administrative Region ("SAR");

(8) in Taiwan: the laws of Taiwan;

EUROPE, MIDDLE EAST, AND AFRICA

(9) in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugos

(10) in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Ch

(11) in Estonia, Latvia, and Lithuania: the laws of Finland;

(12) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwai

(13) in South Africa, Namibia, Lesotho, and Swaziland: the laws of the Republic of South Africa.

14.2 Jurisdiction

The following paragraph pertains to jurisdiction and replaces Subsection 14.2 (Jurisdiction) as i

All rights, duties, and obligations are subject to the courts of the country in which Licensee ob

AMERICAS

Notice

- (1) In Argentina: the Ordinary Commercial Court of the city of Buenos Aires;
- (2) in Brazil: the court of Rio de Janeiro, RJ;
- (3) in Chile: the Civil Courts of Justice of Santiago;
- (4) in Ecuador: the civil judges of Quito for executory or summary proceedings (as applicable);
- (5) in Mexico: the courts located in Mexico City, Federal District;
- (6) in Peru: the judges and tribunals of the judicial district of Lima, Cercado;
- (7) in Uruguay: the courts of the city of Montevideo;
- (8) in Venezuela: the courts of the metropolitan area of the city of Caracas;

EUROPE, MIDDLE EAST, AND AFRICA

- (9) in Austria: the court of law in Vienna, Austria (Inner-City);
- (10) in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Ch
- (11) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait
- (12) in South Africa, Namibia, Lesotho, and Swaziland: the High Court in Johannesburg;
- (13) in Greece: the competent court of Athens;
- (14) in Israel: the courts of Tel Aviv-Jaffa;
- (15) in Italy: the courts of Milan;
- (16) in Portugal: the courts of Lisbon;
- (17) in Spain: the courts of Madrid; and
- (18) in Turkey: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic

14.3 Arbitration

The following paragraph is added as a new Subsection 14.3 (Arbitration) as it applies for those c

ASIA PACIFIC

- (1) In Cambodia, India, Laos, Philippines, and Vietnam:

Disputes arising out of or in connection with this Agreement will be finally settled by arbitrat

The number of arbitrators will be three, with each side to the dispute being entitled to appoint

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the d

Notice

All proceedings will be conducted, including all documents presented in such proceedings, in the

(2) In the People's Republic of China:

In case no settlement can be reached, the disputes will be submitted to China International Econo

(3) In Indonesia:

Each party will allow the other reasonable opportunity to comply before it claims that the other

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitrat

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the d

All proceedings shall be conducted, including all documents presented in such proceedings, in the

EUROPE, MIDDLE EAST, AND AFRICA

(4) In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugos

All disputes arising out of this Agreement or related to its violation, termination or nullity wi

(5) In Estonia, Latvia, and Lithuania:

All disputes arising in connection with this Agreement will be finally settled in arbitration tha

AMERICAS COUNTRY AMENDMENTS

CANADA

10.1 Items for Which IBM May Be Liable

The following replaces Item 1 in the first paragraph of this Subsection 10.1 (Items for Which IBM

1) damages for bodily injury (including death) and physical harm to real property and tangible pe

13. General

The following replaces Item 13.d:

d. Licensee agrees to comply with all applicable export and import laws and regulations, includin

The following replaces Item 13.i:

i. No right or cause of action for any third party is created by this Agreement or any transactio

The following is added as Item 13.n:

Notice

n. For purposes of this Item 13.n, "Personal Data" refers to information relating to an identified

(1) General

(a) Each party is responsible for complying with any obligations applying to it under applicable

(b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for

(2) Security Safeguards

(a) Each party acknowledges that it is solely responsible for determining and communicating to the

(b) Each party will ensure that Personal Data is protected in accordance with the security safeguards

(c) Each party will ensure that any third party to whom Personal Data is transferred is bound by

(d) Additional or different services required to comply with the Laws will be deemed a request for

(3) Use

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed

(4) Access Requests

(a) Each party agrees to reasonably cooperate with the other in connection with requests to access

(b) Each party agrees to reimburse the other for any reasonable charges incurred in providing each

(c) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other

(5) Retention

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary

(6) Public Bodies Who Are Subject to Public Sector Privacy Legislation

For Licensees who are public bodies subject to public sector privacy legislation, this Item 13.n

PERU

10. Limitation of Liability

The following is added to the end of this Section 10 (Limitation of Liability):

Except as expressly required by law without the possibility of contractual waiver, Licensee and IBM

10.1 Items for Which IBM May Be Liable

The following is added to the end of this Subsection 10.1:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified

Notice

UNITED STATES OF AMERICA

5. Taxes

The following is added to the end of this Section 5 (Taxes):

For Programs delivered electronically in the United States for which Licensee claims a state sale

Licensee agrees to be responsible for any sales and use tax liabilities that may arise as a result

13. General

The following is added to Section 13 as Item 13.n:

n. U.S. Government Users Restricted Rights - Use, duplication or disclosure is restricted by the

The following is added to Item 13.f:

Each party waives any right to a jury trial in any proceeding arising out of or related to this A

ASIA PACIFIC COUNTRY AMENDMENTS

AUSTRALIA

5. Taxes

The following sentences replace the first two sentences of Section 5 (Taxes):

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this

8. No Warranties

The following is added to the first paragraph of Section 8 (No Warranties):

Although IBM specifies that there are no warranties, Licensee may have certain rights under the C

10.1 Items for Which IBM May Be Liable

The following is added to Subsection 10.1 (Items for Which IBM Maybe Liable):

Where IBM is in breach of a condition or warranty implied by the Competition and Consumer Act 201

HONG KONG SAR, MACAU SAR, AND TAIWAN

As applies to licenses obtained in Taiwan and the special administrative regions, phrases through

(1) In Hong Kong SAR: "Hong Kong SAR"

(2) In Macau SAR: "Macau SAR" except in the Governing Law clause (Section 14.1)

Notice

(3) In Taiwan: "Taiwan."

INDIA

10.1 Items for Which IBM May Be Liable

The following replaces the terms of Items 1 and 2 of the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal

13. General

The following replaces the terms of Item 13.g:

g. If no suit or other legal action is brought, within three years after the cause of action aros

INDONESIA

3.3 Term and Termination

The following is added to the last paragraph:

Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the

JAPAN

13. General

The following is inserted as Item 13.n:

n. Any doubts concerning this Agreement will be initially resolved between us in good faith and i

MALAYSIA

10.2 Items for Which IBM Is Not Liable

The word "SPECIAL" in Item 10.2b is deleted.

NEW ZEALAND

8. No Warranties

The following is added to the first paragraph of this Section 8 (No Warranties):

Although IBM specifies that there are no warranties, Licensee may have certain rights under the C

10. Limitation of Liability

The following is added:

Where Programs are not obtained for the purposes of a business as defined in the Consumer Guarant

Notice

PEOPLE'S REPUBLIC OF CHINA

4. Charges

The following is added:

All banking charges incurred in the People's Republic of China will be borne by Licensee and those

PHILIPPINES

10.2 Items for Which IBM Is Not Liable

The following replaces the terms of Item 10.2b:

b. special (including nominal and exemplary damages), moral, incidental, or indirect damages or f

SINGAPORE

10.2 Items for Which IBM Is Not Liable

The words "SPECIAL" and "ECONOMIC" are deleted from Item 10.2b.

13. General

The following replaces the terms of Item 13.i:

i. Subject to the rights provided to IBM's suppliers and Program developers as provided in Section

TAIWAN

10.1 Items for Which IBM May Be Liable

The following sentences are deleted:

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum

EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS

EUROPEAN UNION MEMBER STATES

8. No Warranties

The following is added to Section 8 (No Warranties):

In the European Union ("EU"), consumers have legal rights under applicable national legislation g

EU MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW

Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted

Notice

13. General

The following replaces Item 13.e:

(1) Definitions - For the purposes of this Item 13.e, the following additional definitions apply:

(a) Business Contact Information - business-related contact information disclosed by Licensee to

(b) Business Contact Personnel - Licensee employees and contractors to whom the Business Contact

(c) Data Protection Authority - the authority established by the Data Protection and Electronic C

(d) Data Protection & Electronic Communications Legislation - (i) the applicable local legislatio

(e) IBM Group - International Business Machines Corporation of Armonk, New York, USA, its subsidi

(2) Licensee authorizes IBM:

(a) to process and use Business Contact Information within IBM Group in support of Licensee inclu

(b) to disclose Business Contact Information to other members of IBM Group in pursuit of the Spec

(3) IBM agrees that all Business Contact Information will be processed in accordance with the Dat

(4) To the extent required by the Data Protection & Electronic Communications Legislation, Licens

(5) Licensee authorizes IBM to transfer Business Contact Information outside the European Economi

AUSTRIA

8. No Warranties

In Austria (and Germany) the following replaces Section 8 (No Warranties) in its entirety, includ

8. Warranties and Exclusions

The warranty period is twelve months from the date of delivery. The limitation period for consume

The warranty for an IBM Program covers the functionality of the Program for its normal use and th

IBM warrants that when the Program is used in the specified operating environment it will conform

The warranty applies only to the unmodified portion of the Program.

If the Program does not function as warranted during the warranty period and the problem cannot b

This is IBM's sole obligation to Licensee, except as otherwise required by applicable statutory l

10. Limitation of Liability

The following is added:

Notice

The following limitations and exclusions of IBM's liability do not apply for damages caused by gr

10.1 Items for Which IBM May Be Liable

The following replaces the first sentence in the first paragraph:

Circumstances may arise where, because of a default by IBM in the performance of its obligations

In the second sentence of the first paragraph, delete entirely the parenthetical phrase:

"(including fundamental breach, negligence, misrepresentation, or other contract or tort claim)".

10.2 Items for Which IBM Is Not Liable

The following replaces Item 10.2b:

b. indirect damages or consequential damages; or

BELGIUM, FRANCE, ITALY, AND LUXEMBOURG

10. Limitation of Liability

The following replaces the terms of Section 10 (Limitation of Liability) in its entirety:

Except as otherwise provided by mandatory law:

10.1 Items for Which IBM May Be Liable

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A.21 - PNGImage Producer V0.88
A.22 - HSQLDB V1.7
A.23 - JTOpen V5.1
A.41 - Regexp V1.2
A.42 - ICU4J V3.6

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END OF Section A. SUMMARY

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Section B. NOTICES

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B.1 - Apache materials

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- * Crimson 1.1.1
- * Apache Harmony
- * Apache Derby 10.8.2.2
- * Apache Derby 10.8.3.0
- * Apache Jakarta BCEL 5.2
- * Apache Jakarta Regexp 1.4
- * Apache Santuario XMLSec-Java 1.4.2
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ooooo      ooo ooooooooo.      ooooooo  ooooo
`888'      `8' `888      `Y88.      `8888      d8'
888        8      888      .d88'      Y888 . . 8P
888        8      888ooo88P'      `8888'
888        8      888      .8PY888.
`88.      .8'      888      d8'      `888b
`YbodP'      o888o      o888o      o88888o
```

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markus.oberhumer@jk.uni-linz.ac.at

Laszlo Molnar
ml1050@cdata.tvnet.hu

Linz, Austria, 25 Feb 2000

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B.43 - NVIDIA materials

The Program includes portions of the software components, listed immediately below

- * Thrust
- * CUDA Runtime

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Windows platform:

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

Linux platform:

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

Mac platform:

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

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Description

This package includes over 100+ CUDA examples that demonstrate various CUDA programming principles, and efficient CUDA implementation of algorithms in specific application domains. The NVIDIA CUDA Samples License Agreement is available in Chapter 2.

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```
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```

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```
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```

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Description

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Description

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Windows : cudart.dll, cudart_static.lib
MacOS : libcudart.dylib, libcudart_static.a

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Linux : libcudart.so, libcudart_static.a

Component : CUDA FFT Library
Windows : cufft.dll
MacOS : libcufft.dylib
Linux : libcufft.so

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Component : NVIDIA Optimizing Compiler Library
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MacOS : libnvvm.so
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Component : NVIDIA Common Device Math Functions Library
Windows : libdevice.compute_20.bc, libdevice.compute_30.bc, libdevice.compute_35.bc
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F. `config.sub` and `config.guess`

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- A.1 - Apache materials
- A.2 - Additional Notice relating to Apache Harmony
- A.3 - Additional Notice relating to Apache Xalan Serializer
- A.4 - Additional Notice relating to Apache XML-APIS
- A.5 - DOM
- A.6 - FontConfig 2.5
- A.7 - ICU4C & ICU4J
- A.8 - Libpng 1.5.4
- A.9 - Little CMS 2.0
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- A.11 - RelaxNGCC
- A.12 - SAX 2.0
- A.13 - Thai Dictionary
- A.14 - Unicode 6.0 & CLDR
- A.15 - Xfree86-VidMode Extension 1.0
- A.16 - X System
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- A.21 - PNGImage Producer V0.88
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- A.23 - JTOpen V5.1
- A.24 - MurmurHash3
- A.25 - Cryptix AES 3.2.0

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- A.26 - ASM Bytecode Manipulation Framework v3.1
- A.27 - CodeViewer 1.0
- A.28 - CUP Parser Generator for Java 0.10k
- A.29 - IAIK PKCS#11 Wrapper
- A.30 - IJG JPEG 6b
- A.31 - JOpt-Simple v3.0
- A.32 - Kerberos functionality from FundsXpress, INC.
- A.33 - Kronos OpenGL headers
- A.34 - libungif 4.1.3
- A.35 - Mesa 3D Graphics Library v4.1
- A.36 - PC/SC Lite for Suse Linux v.1.1.1
- A.37 - SoftFloat version 2b
- A.38 - UPX v3.01
- A.39 - libFFI 3.0.13
- A.40 - RSocket
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- A.42 - Regexp V1.4
- A.43 - NVIDIA materials
- A.44 - Paho Java MQTT Client - Eclipse Packages
- A.45 - Eclipse OMR
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- A.47 - GSKit-Crypto

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- ◆ TestNG - 5.0

- ◆ Woodstox - 4.4.1

- ◆ Wrappers - Apache Commons I/O - 1.3.1-201002241208

- ◆ Xalan Java Serializer - 2.7.1

- ◆ xbean - 2.1.0

- ◆ xbean - 2.0.0-1

- ◆ xbean_xpath - 2.1.0

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- ◆ xercesImpl - 3.4.1.10084

- ◆ xml-apis-xerces - 2.7.1

- ◆ XMLBeans - 2.1.0

- ◆ XMLBeans - 2.2.0

- ◆ xmlbeans maven plugin - 2.3.0

- ◆ xmlpublic - 2.0.0

- ◆ xmlpublic - 2.1.0

- ◆ XmlSchema Core - 2.2.1

- ◆ zhudyos/duic - 2.0.0

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