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- 7.1. <u>Term</u>. This Agreement shall commence as of the date the Licensee first downloads or installs the Software and continue in full force and effect unless and until terminated pursuant to Section 7.2 or 7.3 herein.
- 7.2. <u>Termination for Cause</u>. Except for breaches of the license grant herein, in the event that either party has committed a material breach of this Agreement, the other party shall have the right to terminate this Agreement by giving thirty (30) days written notice of termination to become effective at the end of said period unless during said period all material breaches specified above have been remedied or waived.
- 7.3. <u>Termination for Convenience</u>. NVIDIA Mellanox may terminate this Agreement for convenience upon sixty (60) days' prior written notice.
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- 7.5. <u>Surviva</u>l. Notwithstanding any termination or expiration of this Agreement, the provisions of Sections 1, 2.2-2.4, 3, 4.2, 5, 6, 7.4, and 8 shall survive any expiration or termination of this Agreement.

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- 8.5. <u>Headings</u>; <u>Construction</u>. The headings to the clauses, sub-clauses and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted the Agreement or any provision thereof. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include"

- and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion.
- 8.6. <u>Amendment</u>. Unless otherwise provided herein, this Agreement may not be changed, waived, discharged, or terminated orally, but only by a written document signed by duly authorized officers of each of the parties hereto.
- 8.7. Relationship of Parties. Nothing herein contained shall be deemed to create an agency, joint venture or partnership relation between the parties hereto. It is understood and agreed that Licensee is not, by reason of this Agreement or anything herein contained, constituted or appointed the agent or representative of NVIDIA Mellanox for any purpose whatsoever, nor shall anything herein contained be deemed or construed as granting to Licensee any right or authority to assume or to create any obligation or responsibility, express or implied, for, on behalf of, or in the name of NVIDIA Mellanox, or to bind NVIDIA Mellanox in any way or manner whatsoever. All financial and other obligations associated with Licensee's business are the sole responsibility of Licensee.
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- 8.10. <u>Severability</u>. Whenever possible, each provision of the Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement.
- 8.11 <u>Entire Agreement</u>. This Agreement supersedes any arrangements, understandings, promises, or agreements made or existing between the parties hereto prior to or simultaneously with this Agreement, and this Agreement constitutes the entire understanding between the parties hereto.

EXHIBIT A

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atomicops.h	20190531	NSE.md	License
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base sink.h	spdlog:v1.2.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
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CLI	cli11/1.9.1-	https://github.com/CLIUtils/CLI11/blob/master/LICENSE	"New" or
CLI	3.fc33/armv7hl	Tittps://gitilub.com/ociotils/oci/1/biob/master/ciocinoc	"Revised"
		Letter and the internal	License
common.h	spdlog:v1.2.1	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
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daily_file_sink.h	spdlog:v1.2.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
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delta_timer.cpp	libvma:6.4.11	<u>OPYING</u>	Unlimited
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event_handler_manager.	libvma:6.6.4	OPYING	Unlimited
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	cuda-samples/10.1		clause
exception.h		https://github.com/NVIDIA/cuda-samples/blob/master/LICENSE	"New" or
exception:n	cuda-samples/10.1	Intips://github.com/NV1DIA/cdda-samples/blob/master/EloENSE	"Revised"
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formatter.h	spdlog:v1.0.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
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	cuda-samples/10.1		clause
helper_cuda.h		https://github.com/NVIDIA/cuda-samples/blob/master/LICENSE	"New" or
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		https://github.com/NVIDIA/cuda-samples/blob/master/LICENSE	clause
helper_cuda_gl.h	cuda-samples/10.1		"New" or
			"Revised"
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	cuda-samples/10.1	https://github.com/NVIDIA/cuda-samples/blob/master/LICENSE	BSD 3-
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helper image.h			"New" or
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	cuda-samples/10.1	https://github.com/NVIDIA/cuda-samples/blob/master/LICENSE	BSD 3-
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helper_math.h			"New" or
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	cuda-samples/10.1	https://github.com/NVIDIA/cuda-samples/blob/master/LICENSE	BSD 3-
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helper_string.h			"New" or
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	FreeBSD9.0-	https://github.com/trueos/trueos	MIT
list.h	BETA1	Trapelly grands.com/ a docor a docor	License
		https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
logger.h	spdlog:v1.2.0	παρο.//gitriub.com/gabiinie/οραίου//ντ.λ/ΕΙΘΕΝΘΕ	
		https://github.com/gobime/andlag/blab/y/4.y/LICENSE	License
msvc_sink.h	spdlog:v1.0.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
_			License
mt19937_64.h	tinkercell2010- 04-28	http://www.tinkercell.com/downloads-2/license-1	BSD 3-
			clause
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null_sink.h	spdlog:v1.0.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT License
	" 400	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
ostream_sink.h	spdlog:v1.2.0		License
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		https://github.com/gabime/spdlog/blob/v1.x/LICENSE	License MIT
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sink.h	spdlog:v1.2.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
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spdlog.h	spdlog:v1.1.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	License
stdout_color_sinks.h	spdlog:v1.0.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
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stdout_sinks.h	spdlog:v1.2.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT License
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syslog_sink.h	spdlog:v1.1.0		License
	l:l C	https://github.com/Mellanox/libvma/blob/master/LICENSE	FSF
timers_group.h	libvma:6.5.9		Unlimited License
twookmo h	andlagiv0 10 0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
tweakme.h	spdlog:v0.10.0		License
version.h	spdlog:v1.2.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT License
			FSF
vma-redirect.cpp	libvma:6.4.11	https://github.com/Mellanox/libvma	Unlimited
			License
vma-redirect.h	libvma:6.4.11	https://github.com/Mellanox/libvma	FSF Unlimited
viila-i Guii Gul.II	115VIIIa.U.4.11	Titips://gitilub.com/iviellanox/libyma	License
wincolor_sink.h	spdlog:v1.2.0	https://github.com/gabime/spdlog/blob/v1.x/LICENSE	MIT
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