EXHIBIT A NVIDIA License Terms

NVIDIA CLOUD END USER LICENSE AGREEMENT

(September 17, 2018 version)

This software license agreement is a legal agreement between you and NVIDIA Corporation ("NVIDIA") and governs your use of a NVIDIA Data Center driver and other software and materials provided by NVIDIA (collectively, the "SOFTWARE") as included in a virtual machine image made available to you by your cloud service provider.

This agreement can be accepted only by an adult of legal age of majority in the country in which the SOFTWARE 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 install or use the SOFTWARE.

You agree to use the SOFTWARE 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. Subject to the terms of this agreement, NVIDIA hereby grants you a non-exclusive, non-transferable license to access and use the SOFTWARE, as part of the virtual machine image provided by your cloud service provider for use for compute purposes, with a machine instance at that same cloud service provider that runs on hardware with Pascal or later NVIDIA GPUs. Your rights to use the SOFTWARE are limited to those expressly granted under this agreement and no other licenses are granted whether by implication, estoppel or otherwise. NVIDIA reserves all rights in and to the SOFTWARE not expressly granted.

2. Limitations. The following license limitations apply to your use of the SOFTWARE:

2.1 You may not reverse engineer, decompile, disassemble, or separate parts of the SOFTWARE as packaged to use its component parts separate from the other parts.

2.2 You may not modify or create derivative works of the SOFTWARE.

2.3 You may not remove copyright or other proprietary notices from any portion of the SOFTWARE or copies of the SOFTWARE.

2.4 Except for running the SOFTWARE in a machine instance of the same cloud service provider that provided you the virtual machine image, you may not sell, transfer, assign, distribute, rent, loan, lease, sublicense or otherwise make available the SOFTWARE or its functionality to others.

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

2.6 You may not use the SOFTWARE 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 SOFTWARE be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

2.7 Unless you have an agreement with NVIDIA for this purpose, you may not use the SOFTWARE with any system or application where the use or failure of the system or application can reasonably be expected to threaten or result in personal injury, death, or catastrophic loss. Examples include use in nuclear, avionics, navigation, military, medical, life support or other life critical applications. NVIDIA does not design, test or manufacture the SOFTWARE for these critical uses and NVIDIA shall not be liable to you or any third party, in whole or in part, for any claims or damages arising from such uses.

2.8 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 SOFTWARE outside of the scope of this agreement, or not in compliance with its terms.

3. Third Party Licenses. The SOFTWARE may come bundled with, or otherwise include or be distributed with, third party software licensed by a NVIDIA supplier and/or open source software provided under an open source license. Use of such software is subject to the associated license terms, or in the absence of associated terms, the terms of this agreement. Copyright to third party software is held by the copyright holders indicated in the third-party software or license.

Audio/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 as NVIDIA does not grant to you under this agreement any necessary patent or other rights with respect to audio and/or video encoders.

4. Ownership. The SOFTWARE, and the respective intellectual property rights therein, are owned by NVIDIA or its licensors and are licensed to you as described in this agreement. NVIDIA's licensors are intended third party beneficiaries with rights to enforce this agreement with respect to their intellectual property rights.

5. Feedback. You may, but don't have to, provide to NVIDIA suggestions, feature requests or other feedback regarding the SOFTWARE, including possible enhancements or modifications to the SOFTWARE. For any feedback that you voluntarily provide, you hereby grant NVIDIA and its affiliates a perpetual, non-exclusive, worldwide, irrevocable license to use, reproduce, modify, license, sublicense (through multiple tiers of sublicensees), and distribute (through multiple tiers of distributors) it without the payment of any royalties or fees to you. NVIDIA will use feedback at its choice.

6. No Warranties. THE SOFTWARE IS PROVIDED BY NVIDIA "AS IS" AND "WITH ALL FAULTS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, NVIDIA AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE.

7. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NVIDIA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY. IN NO EVENT WILL NVIDIA'S AND ITS AFFILIATES TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNTS RECEIVED BY NVIDIA FOR YOUR USE OF THE PARTICULAR SOFTWARE DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE (or up to US\$10.00 if you are using the SOFTWARE at no charge). THE NATURE OF THE LIABILITY OR THE NUMBER OF CLAIMS OR SUITS SHALL NOT ENLARGE OR EXTEND THIS LIMIT. These exclusions and limitations of liability shall apply regardless if NVIDIA or its affiliates have been advised of the possibility of such damages, and regardless of whether a remedy fails its essential purpose.

8. Termination. This agreement terminates: (i) automatically without notice if you breach any term of this agreement or if you commence or participate in any legal proceeding against NVIDIA with respect to the SOFTWARE during the pendency of such legal proceeding; or (ii) as communicated by your cloud service provider, but no more than 90 days after the SOFTWARE is removed from general availability to cloud end users or terminated (unless you and NVIDIA agree in writing to a different license duration). Upon any termination of this agreement, you must promptly discontinue use of the SOFTWARE, and you must promptly destroy or return to NVIDIA all copies of the SOFTWARE in your possession or control. Upon any termination of this agreement all provisions survive except for the license grant provisions.

9. 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.

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 it turns out that any provision of this agreement is not enforceable, 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.

Each party acknowledges and agrees that the other is an independent contractor in the performance of this agreement.

The SOFTWARE has been developed entirely at private expense and is "commercial items" consisting of "commercial computer software" and "commercial computer software documentation" provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions in this agreement pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is NVIDIA, 2788 San Tomas Expressway, Santa Clara, CA 95051.

The SOFTWARE is subject to United States export laws and regulations. You agree that you will not ship, transfer or export the SOFTWARE into any country, or use the SOFTWARE in any manner, prohibited by the United States

Bureau of Industry and Security or economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), or any applicable export laws, restrictions or regulations. These laws include restrictions on destinations, end users and end use. By accepting this agreement, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the SOFTWARE.

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 constitutes the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, conversations, or discussions between the parties relating to this subject matter. 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.

In Process