This Critical Applications Amendment ("Amendment"), made and entered as of the last date signed below by the parties (the "Amendment Effective Date"), is by and between **NVIDIA Corporation**, a Delaware corporation having a principal place of business at 2788 San Tomas Expressway, Santa Clara, California 95051 ("NVIDIA"), and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order ("Licensee" or "you").

Under this Amendment the parties amend the terms of the software license agreement ("SLA") for the NVIDIA vGPU software and materials ("Software"), as follows:

1. Notwithstanding contrary terms in the SLA, you may use the Software as permitted under the SLA in connection with a critical or high-risk application subject to the following terms:

   (a) You assume all liability arising out of or related to you and your affiliates and their respective employees, contractors, agents, officers and directors, distributors, end users or suppliers use of the Software in any critical or high-risk application. You are solely responsible for ensuring that if Software is used in any critical or high-risk application that the system as a whole includes sufficient fail-safe features to comply with all applicable legal and safety standards and requirements.

   (b) You may exercise the right described in this Amendment for the following purpose(s) only: [See Order] (if none specified, for all permitted SLA purposes).

   (c) You may exercise the right described in this Amendment with respect to Software versions generally released by NVIDIA to its customers on or before the Amendment Effective Date, whether you obtain licenses to such Software before or after the Amendment Effective Date, and future versions of such Software products generally released by NVIDIA after the Amendment Effective Date also under licenses you obtain.

   (d) You may exercise the right described in this Amendment on an on-going basis provided that NIVIDA reserves the right to terminate this Amendment upon five days written notice to you, or if applicable, the FAR 52.233-1. . Upon termination of this Amendment, you may continue using the Software as permitted under the SLA.

2. This Amendment and the SLA constitute the entire agreement of the parties with respect to the subject matter hereto and supersede all prior negotiations or discussions between the parties relating to the subject matter hereto, oral or written, and all past dealing or industry custom. If there is a conflict between the terms in this Amendment and the terms in the SLA, the terms in this Amendment shall control. The SLA shall remain in full force and effect, as amended. Any amendment or waiver under this Amendment must be in writing and signed by representatives of both parties. This Amendment may be executed in two or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

NVIDIA Corporation   **LICENSEE**: _____

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____