Execution Version

MYSPACE SIDE LETTER AGREEMENT

THIS SIDE LETTER AGREEMENT (this "Side Letter Agreement") is entered into and is effective as of this 3rd day of December, 2009 (the "Effective Date") between MySpace, Inc., a Delaware corporation with offices at 407 N. Maple Drive, Beverly Hills, CA 90210 ("MySpace"), and the United States Department of Commerce, with offices at 1401 Constitution Ave NW, Room 5413, Washington DC 20230 ("You or Your" or "Agency").

WHEREAS, MySpace operates the MySpace Services, including, without limitation, a social networking service that allows Members to create personal profiles online, find and communicate with old and new friends, and other features, content or applications offered from time to time by MySpace via the MySpace Website; and

WHEREAS, You are a Branch, department, agency or instrumentality, or sub-unit thereof (an "Agency") of the United States Government and You wish to become a Member, create a MySpace user profile page ("Agency Profile Page"), communicate with other Members and/or make use of the MySpace Services; and

WHEREAS, You, as an Agency of the United States Government, are required to follow applicable federal laws and regulations when entering into agreements with other parties, including laws and regulations related to ethics, limitations on indemnification, fiscal law constraints, advertising and endorsements, freedom of information, privacy, governing law, and dispute resolution forum and processes; and

WHEREAS, MySpace and You (together, the "Parties" to this Side Letter Agreement) agree that modifications to MySpace's standard Terms of Use Agreement, located at http://www.myspace.com/index.cfm?fuseaction=misc.terms ("MySpace Terms"), are appropriate to accommodate Your legal status, Your public (in contrast to private) mission and other related special circumstances.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Service. Your use of the MySpace Services is subject to this Side Letter Agreement and to the MySpace Terms, which MySpace Terms are hereby incorporated into this Side Letter Agreement by reference. In the event of any conflict between this Side Letter Agreement and the MySpace Terms and any other terms, rules or policies related to the MySpace Site or MySpace Services, this Side Letter Agreement shall first control (unless such terms, rule or policy is affirmatively accepted by Agency and explicitly states that it will control with respect to the subject matter thereof). Any term not defined in this Side Letter Agreement shall have the meaning given it in the MySpace Terms.

2. MySpace Trademark License.

(a) License. Subject to Your strict compliance with this Side Letter Agreement, we hereby grant to You a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable, worldwide, royalty-free license during the existence of this Side Letter Agreement to use MySpace's product name, trademark, or logo service mark (collectively "Trademarks"), on Your U.S. Department of Commerce website ("Your Website") as it relates to this Side Letter Agreement and in any marketing or promotional materials created pursuant to Section 3 ("Additional Obligations") below, subject to MySpace's prior approval as described in Section 2(b) ("Approval") below. Any further use of the Trademarks must also be approved by MySpace in writing. You agree to include the following statement at the bottom of any page on Your Website, or at the bottom of any other approved material, which includes a Trademark: "MySpace and the MySpace logo are the trademarks of MySpace, Inc."

(b) Approval. MySpace has the right to approve Your use of the Trademarks in each instance. Prior to Your use of the Trademarks, You will submit a written request for approval of such use to MySpace. If MySpace does not accept Your request in writing within ten (10) business days of receipt of such request, MySpace will be deemed to have rejected the request (the "MySpace Approval Process"). You may submit revised requests for approval of any use to which MySpace objected, which shall be governed by the MySpace Approval Process. Thereafter and as long as You use the Trademarks in the same manner and for the same purpose as initially approved by us, You may use the Trademarks as permitted by this Side Letter Agreement without additional approval. You agree to cooperate with MySpace in facilitating its oversight of Your use of the Trademarks. MySpace has the right to receive free samples of all advertising and promotional materials on which such Trademarks are used, if any. You agree to comply with all requests from MySpace to correct any improper uses of the Trademarks.

(c) Ownership. You acknowledge that MySpace is the sole and exclusive owner of the Trademarks. Except as prohibited by law, You agree that You shall do nothing inconsistent with such ownership, either during the existence of this Side Letter Agreement or afterwards. You agree that the use of the Trademarks by You shall be on behalf, and inure to the benefit, of MySpace. You acknowledge that Your utilization of the Trademarks shall not create any right, title or interest in such Trademarks in You. You will use the Trademarks so that each mark creates a separate and distinct impression from any other trademark that may be used or affixed to materials bearing the Trademarks or used in connection with goods or services provided under the Trademarks.

3. Additional Obligations. You agree to use reasonable efforts to promote Your Website, appropriate to Your status as part of the United States Government, such as, by way of example and not limitation, by posting news on Your blog, if any. In the event MySpace elects, in our sole discretion, to promote Your Website, You hereby grant to MySpace a limited, revocable, non-exclusive, freely assignable, transferable, sub-licensable, worldwide, royalty-free license during the existence of this Side Letter Agreement to use Your trademarks, logos, service marks, and trade names as approved

by You, to the extent those items are not in the public domain and a license is required. MySpace agrees that the use of Your trademarks, logos, service mark, and trade names by MySpace shall be on behalf, and inure to the benefit, of You. MySpace acknowledges that its utilization of the foregoing shall not create any right, title or interest in Your trademarks, logos, service mark, and trade names in MySpace. MySpace also agrees that Your trademarks, logos, service mark, trade names, or the fact that You have a MySpace profile and are using the MySpace Services, shall not be used to imply an endorsement, sponsorship or recommendation by You or the Federal Government of MySpace or the MySpace Services.

4. Additional Representations and Warranties. MySpace understands and agrees that notwithstanding anything to the contrary in the MySpace Terms, You did not create all of the Content which You are submitting to the MySpace Services. Further, MySpace understands that You may authorize employees and/or agents to submit Your Content on Your behalf on Your MySpace Profile. Accordingly, You agree that any actions taken on Your behalf by such authorized employees or agents with regard to Your MySpace Profile are deemed to be actions taken by You for which You are liable. The word "You" as used in the MySpace Terms shall mean the Agency itself and shall not apply to, or bind, the individuals who utilize the MySpace Site or MySpace Services on Agency's behalf in their individual capacity. Further, in addition to the representations and warranties provided by You pursuant to the MySpace Terms of Service, You represent and warrant that: (a) You have the right to submit the Content which You are submitting to the MySpace Services; (b) You have the right to allow such Content to be displayed on the MySpace Services and to be subject to all of the functionality of the MySpace Services in each of the jurisdictions in which the MySpace Services operate, including, without limitation, the functionality described in the recitals above; (c) the Content that You submit does not and will not infringe upon any Intellectual Property rights of any third party ("Intellectual Property Rights" means any and all rights, titles, and interests, whether foreign or domestic, in and to any and all copyrights, trademarks, service marks, and trade secrets, as well as any and all moral rights, rights of publicity and rights of privacy under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic); and (d) none of the foregoing activities violate any laws or otherwise violate the rights of any third party.

5. ADDITIONAL DISCLAIMER. IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE MYSPACE TERMS, MYSPACE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND THIRD PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE MYSPACE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY.

6. Removal of Commercial Advertisements. You understand that third party commercial advertisements are posted on or through the MySpace Services. Because You are an Agency of the United States Government, MySpace agrees to remove third party commercial advertisements from Your profile.

7. Promotions, Advertisements and Solicitations. MySpace agrees to allow You to publish on Your Agency Profile Page materials which may contain or constitute promotions, advertisements or solicitations for goods or services or otherwise be interpreted as commercial, so long as those goods and services relate to the Agency's public mission and those materials are (other than their commercial or promotional nature) in compliance with the MySpace Terms.

8. Modifications of User Content. MySpace agrees that the right reserved to it in the MySpace Terms (currently in Section 6.1) to "modify" Your content is limited to technical actions necessary to index, format and display that content. MySpace's right to modify Your content does not include the right to edit or otherwise change the content in a way that alters its meaning.

9. Future Fee Based Arrangements. You understand that MySpace reserves the right to offer Services for a fee. Before deciding to use any fee-based Service that MySpace offers now or in the future, You agree to determine that your Agency has a need for those additional services; to consider the service's value in comparison with comparable services available elsewhere; to determine that Agency funds are available for payment; to properly use the Government Purchase Card if that payment card is used as the payment method; to review this Side Letter Agreement and the then-applicable MySpace Terms for conformance to federal procurement law; and in all other respects to follow applicable federal acquisition laws, regulations, and agency guidelines when initiating that separate fee-based activity.

10. Limitation on Liability. Other than as explicitly stated therein (in which case it shall apply only to the extent explicitly stated), the Parties agree that nothing in the Limitation on Liability clause or elsewhere in the MySpace Terms shall be construed as a grant from Agency to MySpace of a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.

11. Indemnity. Notwithstanding anything to the contrary in any other part of this Side Letter Agreement, the Parties understand and agree that the indemnity provisions in the MySpace Terms do not apply to You under this Side Letter Agreement. The Parties do, however, expressly agree that Your liability, if any, resulting from any breach by You of this Side Letter Agreement or otherwise, shall be determined under the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., or other such governing authority.

12. Choice of Law; Venue. This Side Letter Agreement shall, for all purposes, be governed by and interpreted and enforced in accordance with the laws of the United States of America, without regard to its conflict of laws provisions. To the extent permitted by federal law, the laws of the State of New York (excluding New York's choice of law rules) will apply in the absence of applicable federal law.

13. Severability. If any of the terms or provisions of this Side Letter Agreement are ruled to be invalid or unenforceable, the remainder of this Side Letter Agreement shall not be affected thereby and You and MySpace shall endeavor in good faith to replace

such provision with a valid and enforceable one that accomplishes the same general purpose to the greatest extent possible. You and MySpace also agree that if any provision is found by a court of competent jurisdiction to be invalid, the court should endeavor to give effect to the intentions as reflected in the provision.

14. Entire Agreement. The terms and conditions herein contained constitute the entire agreement between You and MySpace and supersede all previous commitments, agreements, and understandings, whether oral or written, between You and MySpace hereto with respect to the subject matter hereof, including any click-through agreement previously executed by the Agency, and no previous agreement or understanding varying or extending the same shall be binding upon You or MySpace.

15. Counterparts. This Side Letter Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. No Obligation; Right to Remove. The Parties understand and agree that You are not obligated to post Content to the MySpace Services and You reserve the right to remove any or all of Your Content from the MySpace Services at Your sole discretion. 17. Miscellaneous. The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Side Letter Agreement. Any construction or interpretation to be made of this Side Letter Agreement shall not be construed against the drafter. The Parties to this Side Letter Agreement are independent entities and nothing in this Side Letter Agreement creates an agency, partnership, or joint venture. Nothing in this Side Letter Agreement or MySpace Terms obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Side Letter Agreement are contingent upon the payment of fees by one party to the other. Neither party may assign this Side Letter Agreement to any third party without the prior written consent of the other. This Side Letter Agreement may only be amended upon written agreement executed by both parties. Failure to enforce any provision of this Side Letter Agreement will not be deemed a waiver.

IN WITNESS WHEREOF, the Parties have, each through a duly-authorized representative, executed this Side Letter Agreement on the Effective Date.

MYSPACE, INC.

By: _____

Name: Andy Marcus

Title: SVP, Business & Legal Affairs

UNITED STATES DEPARTMENT OF COMMERCE

By: _____ 12/11/2009

Name: T. Neil Sroka

Title: Director of New Media

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