AMENDMENT TO USTREAM, INC.'S TERMS OF SERVICE
APPLICABLE TO GOVERNMENTAL USERS/MEMBERS

This Amendment, agreed to by both parties, applies to the following governmental agency/department ("
Agency", "User", or "You with headquarters located
at 1401 Constitution Ave. NW, Washington, DC 20240.

You, as a United States Government entity, are required, when entering into agreements with other
parties, to follow applicable federal laws and regulations, including those related to ethics, limitations on
indemnification, fiscal law constraints, advertising and endorsements, freedom of information,
governing law and dispute resolution forum. Ustream, Inc. ("Ustream, Inc." or "We") and You
(together, the "Parties") agree that modifications to the Ustream, Inc.'s standard Terms of Service,
available at http://www.ustream.tv/terms (the "TOS") are appropriate to accommodate Your legal status,
Your public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS are
hereby modified by this Amendment as they pertain to Agency's use of the Ustream, Inc. web site and
services.

A. Government entity: "You" within the TOS shall mean the Agency itself and shall not apply to,
or bind (i) the individual(s) who utilize the Ustream, Inc. site or services on Agency's behalf, or
(ii) any individual users who happen to be employed by, or otherwise associated with, the
Agency.

B. Public purpose: Any requirement(s) set forth within the TOS that use of the Ustream, Inc. site
and services be for private, personal and/or non-commercial purposes is hereby waived.

C. Agency content serving the public: Ustream, Inc. hereby approves Agency's distribution or
other publication via the Services of materials which may contain or constitute promotions,
advertisements or solicitations for goods or services, so long as the material relates to the
Agency's mission.

D. Advertisements: Ustream, Inc. hereby agrees not to serve or display any commercial
advertisements or solicitations on any pages within the Ustream, Inc. site displaying content
created by or under the control of the Agency. This exclusion shall not extend to house ads,
which Ustream, Inc. may serve on such pages in a non-intrusive manner.

E. Indemnification: All indemnification and damages provisions of the TOS are hereby waived.
Liability for any breach of the TOS or this Agreement shall be determined under the Federal Tort
Claims Act, or other governing authority.

F. Governing law: The dispute resolution provision in the TOS is hereby deleted. The TOS and
this Amendment shall be governed, interpreted and enforced in accordance with the laws of the
United States of America. To the extent permitted by federal law, the laws of the State of
California will apply in the absence of federal law.

G. Changes to Standard TOS: Language in the standard TOS reserving to Ustream, Inc. the right
to change the TOS without notice at any time is hereby amended to grant You at least three days
advance notice of any material change to the TOS. Ustream, Inc. shall send this notice to the
email address You designate at the time You sign up for service.

H. Access and Use: Ustream, Inc. acknowledges that the Agency's use of Ustream, Inc.'s site and
services may energize significant citizen engagement. Language in the TOS allowing Ustream,
Inc. to terminate service, or close the Agency's account, at any time, for any reason, is modified
to reflect the Parties' agreement that service may be terminated and/or the Agency's account
closed by Ustream, Inc., only for breach of Agency's obligations under the TOS or its material
failure to comply with the instructions and guidelines posted on the Site, or if Ustream, Inc.
ceases to operate its site or services generally.

I. Ownership of names: Any provision(s) in the TOS related to Ustream, Inc.'s ownership of and
right to change Your selected user name, user ID, channel names, and group names, are modified
to accommodate Agency's proprietary, practical, and/or operational interest in its own publicly-
recognized name and the names of Agency programs.

J. Modifications of User Content: Ustream, Inc. agrees that the right reserved in the TOS to
"modify" or "adapt" Your content is limited to technical actions necessary to index, format and
display that content. The right to modify or adapt does not include the right to edit or otherwise
alter the meaning of the content. Notwithstanding the foregoing, nothing in this Amendment
shall result in an expansion of Your rights as a United States Government entity under the

K. Limitation of Liability: The Parties agree that nothing in the Limitation of Liability clause or
elsewhere in the TOS in any way grants Ustream, Inc. a waiver from, release of, or limitation of
liability pertaining to, any past, current or future violation of federal law.

L. Uploading, Deleting: The Parties understand and agree that You are not obligated to place any
User Content on the Ustream, Inc. site, and You reserve the right to remove any and all User
Content at Your sole discretion.

M. No endorsement: Ustream, Inc. agrees that Your trademarks, logos, service marks, trade names,
and the fact that You have a presence on the Ustream, Inc. site and use its services, shall not be
used by Ustream, Inc. to imply an endorsement, sponsorship or recommendation of Ustream, Inc.
or its services by You or the Federal Government. Except for pages whose design and content is
under the control of the Agency, Ustream, Inc. agrees not to display any Agency or government
seals or logos on the Ustream, Inc.'s homepage or elsewhere on the Ustream, Inc. Site, unless
permission to do has been granted by the Agency.

N. No business relationship created: The Parties are independent entities and nothing in this
Amendment or TOS creates an agency, partnership or joint venture.

O. No cost agreement: Nothing in this Amendment or TOS obligates You to expend appropriations
or incur financial obligations. The Parties acknowledge and agree that none of the obligations
arising from this Amendment or TOS are contingent upon the payment of fees by one party to
the other.
P. **Provision of Data:** In case of termination of service, Ustream, Inc. will provide you with all user-generated content that is publicly visible through the Sites You created at Ustream, Inc. within 30 days. Data will be provided in a commonly used file or database format as Ustream, Inc. deems appropriate. Ustream, Inc. will not provide data if doing so would violate its privacy policy, available at http://www.ustream.tv/privacy-policy.

Q. **Future fee based arrangements:** You acknowledge that while Ustream, Inc. will provide you with some services and features for free, Ustream, Inc. reserves the right to begin charging for those services and features at some point in the future. Ustream, Inc. will provide you with advance notice of such a change. You also understand that Ustream, Inc. currently offers other premium and enterprise services for a fee. The parties understand that fee-based services are categorically different than free products, and are subject to federal procurement rules and processes. Before deciding to enter into a premium or enterprise subscription, or any other fee-based service Ustream, Inc. may offer in the future, You agree to determine your Agency has a need for those additional services, to consider the subscription'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 Card is used as the payment method, to review this Amendment and the then-applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable acquisition laws, regulations, and agency guidelines when initiating that separate action.

R. **Assignment:** Neither party may assign its rights or obligations under this Amendment or TOS to any third party without prior written consent of the other.

S. **Precedence; Further Amendment; Termination:** If there is any conflict between this Amendment and the TOS, or between this Amendment and other rules or policies on the Ustream, Inc. site or services, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. Either party may terminate Agency's account and end the Ustream, Inc. service agreement on 30 days written notice.

T. **Posting and availability of this Amendment:** The provision of the TOS requiring modifications to the TOS to be posted on Ustream, Inc.'s website is inapplicable since this Amendment is of limited, not general, application, and is otherwise waived for this special circumstance. The Parties agree this Amendment contains no confidential or proprietary information, and You may release it to the public upon request and to other agencies interested in using Ustream, Inc. Site and services.

U. **Data Transfer:** Ustream, Inc. may not transfer any personally identifiable information, including comments or other user-generated data, associated with visits to the pages You created in the event of Ustream, Inc. merger, acquisition, or other transaction, including sale in bankruptcy, without the written approval of You. If You do not approve of the transfer, Ustream, Inc. will provide the data as described in paragraph P.

V. **Use of Web Tracking Technologies:** Ustream, Inc. may make use of persistent web tracking technologies, including, but not limited to, cookies, web bugs, and web beacons, on the pages
You created at Ustream, Inc. only if visitors to the page are provided a prior opportunity to decline such technology ("opt-in") without denying them access to the page's content if they decline. Ustream, Inc. will not use such technologies if doing so would violate its privacy policy, available at http://www.ustream.tv/privacy-policy.

W. Retention of Individual Visitor Data: Ustream, Inc. shall not retain specific Internet Protocol (IP) addresses, unique identifiers, or any logs, comments, or other user-generated data, or other records containing personally identifiable information associated with visits to the page you created for more than 90 days [or insert negotiated date]. Anonymous and aggregate ("anonymized") visitor data may be maintained by Ustream, Inc., to the extent provided under its privacy policy, available at http://www.ustream.tv/privacy-policy.

USTREAM, INC.

Signature: [Signature]
Name: Brad Housh Mandatory
Title: President & Founder
Date: 3/2/10

AGENCY: U.S. Department of Commerce

Signature: [Signature]
Name: T. Neil Sorkin
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Run 5413
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Date: 03/02/2010
Please don't hesitate to get in touch if you have any questions or concerns.

- Neil Sroka

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