AMENDMENT TO FLICKR'S TERMS OF SERVICE
APPLICABLE TO GOVERNMENTAL MEMBERS

THIS FLICKR SERVICE AMENDMENT (this "Amendment") is entered into and is effective as of this 16 day of September, 2009 (the "Effective Date") between Yahoo! Inc., a Delaware corporation with offices at 701 1st Avenue, Sunnyvale, CA 94089 ("Yahoo!", "We" or "Company"), and the U.S. General Services Administration, a federal agency, with offices at 1800 F Street NW, Washington, DC 20405 ("Agency", "You" or "Your").

Yahoo! provides a service for hosting member photographs and videos, which photographs and videos may be further distributed to third parties via "APIs" for both commercial and non-commercial use, and which service allows other members of the service to add tags and otherwise augment the metadata associated with any photograph or video, which service is currently located at http://www.flickr.com (the "Service");

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. Yahoo! and You (together, the "Parties") agree that modifications to the Yahoo! standard Terms of Service, available at http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html, the Flickr API Terms of Use located behind a password firewall at http://www.flickr.com/services/api/tos/, the Flickr additional terms of service located at http://www.flickr.com/atos/pro, the Flickr Service Agreement for Flickr Commons located at http://www.flickr.com./commons, if applicable, and any other relevant terms, conditions, standards or agreements (collectively, 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 Your use of the Company 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 Company 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 Company site and Services be for private, personal and/or non-commercial purposes is hereby waived.

C. ***Advertisements***: Company hereby agrees not to serve or display any commercial advertisements or solicitations on any pages within the Company site displaying content created by or under the control of the Agency provided that Agency has a Flickr Pro Account.

D. ***Indemnification***: It is agreed by the Parties that all indemnification provisions contained in the TOS do not apply to Agency and that any and all Agency liability under

the TOS shall be determined under the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., or other such governing authority.

E. ***Governing law***: It is agreed by the Parties that the Jurisdiction/choice of law provisions in the TOS do not apply to Agency and that 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.

F. ***License Type***: The concepts of "United States Government Work" and, if You are a member of the Flickr Commons, "No Known Copyright Restrictions" that You have requested Yahoo! to attribute to content that you submit to the Service are legally valid in each of the jurisdictions in which the Service operates.

G. ***Modifications of Member Content***: Company 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 Copyright Act of 1976 (17 U.S.C. §§101 et sec.), specifically including Section 105 of said Act. Yahoo!, in appropriate circumstances and in its sole discretion, reserves the right to delete Your content and disable and/or terminate Your accounts if You infringe or repeatedly infringe the copyrights or other intellectual property rights of others or violate the TOS as amended.

H. ***Limitation of Liability***: The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOS in any way grants Company a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law except to the extent that such violation of federal law relates to potential contract liability under the TOS.

I. ***Uploading, Deleting***: The Parties understand and agree that You are not obligated to place any content on the Company Service, and You reserve the right to remove any and all content you upload to the Company Service at Your sole discretion.

J. ***No endorsement***: Company agrees that Your trademarks, seals, logos, service marks, trade names, and the fact that You have a presence on the Company Service and use its Services, shall not be used by Company to imply an endorsement, sponsorship or recommendation of Company or its services by You or the Federal Government. However, Yahoo! may, in its sole discretion, publicly mention the nature and existence of the relationship embedded within this Amendment.

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

L. ***No cost agreement***: Nothing in this Amendment or TOS obligates you to expend appropriations or incur financial obligations except for any fee required to open a Flickr Pro Account. 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 except for any fee required to open a Flickr Pro Account.

M. ***Future fee based arrangements***: You acknowledge that while Company may provide You with some services and features for free, Company reserves the right to begin charging for those services and features at some point in the future. Company will provide you with advance notice of such a change. You also understand that Company currently offers other premium and enterprise services for a fee. Before deciding to enter into a premium or enterprise subscription, or any other fee-based service Company may offer in the future, You agree to determine if 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.

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

O. ***Precedence; Further Amendment; Termination***: This Amendment constitutes an amendment to the TOS. It is agreed by the Parties that language in the TOS indicating it alone is the entire agreement between the Parties does not apply to this Amendment. Similarly, language in the TOS indicating Flickr will grant no license to use Flickr API's to a party requesting changes to the TOS does not apply to Agency. In the event of any conflict between this Amendment and the TOS, this Amendment shall first control, followed by the Flickr Community Guidelines (located at http://www.flickr.com/guidelines.gne), then the Yahoo! Terms of Service and then the Flickr Additional Terms of Service and Flickr API Terms of Use. This Amendment may be further amended only upon written agreement executed by both Parties. Either party may terminate Agency's account on 30 days written notice. Notwithstanding the foregoing, Company may terminate Your accounts immediately and without notice for violation of the TOS as amended.

P. ***Posting and availability of this Amendment***: The provision of the TOS requiring modifications to the TOS to be posted on Company's website is inapplicable since this Amendment is of limited, not general, application, and the provision 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.

YAHOO!, Inc.

By: _____

Name: Douglas Alexander

Title: General Manager, Flickr

Date: _____

U.S. Department of the Interior

By: _____

Name: Laura Davis

Title: Associate Deputy Secretary

Date: 9/17/09