AMENDMENT TO LIVESTREAM'S TERMS OF USE
APPLICABLE TO THE U.S. DEPARTMENT OF THE INTERIOR

This Amendment is an agreement between Livestream ("Livestream" or "Company") and the U.S. Department of the Interior ("DOI," "Agency," "You," or "User") and applies to the Agency as a user of the Company's Web-based application for research and feedback, e.g., surveys:

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; privacy and security; accessibility; federal records; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum. [Company] ("Company" or "We") and You (together, the "Parties") agree that modifications to the [Company's] standard Terms of Service, available at http://www.livestream.com/terms/generalterms (the "TOU") are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the TOU are hereby modified by this Amendment as they pertain to Agency's use of the Company web site and services.

A. ***Government entity***: "You" within the TOU 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 TOU that use of the Company site and services be for private, personal and/or non-commercial purposes is hereby waived.

C. ***Agency content serving the public***: Company hereby approves Agency's distribution or other publication via the Website 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. ***Indemnification***: All indemnification and damages provisions of the TOU are hereby waived. Liability of Agency for any breach of the TOU or this Agreement, or any claim arising from the TOU or this Agreement, shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of Company for any breach of the TOU or this Agreement, or any claim arising from the TOU or this Agreement, shall be determined by applicable federal law.

E. ***Governing law***: The dispute resolution provision in the TOU is hereby deleted. The TOU and this Amendment shall be governed, interpreted and enforced in accordance with the federal 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. ***Changes to standard TOU***: Language in the TOU reserving to Company the right to change the TOU without notice at any time is hereby amended to grant You at least three days advance notice of any material change to the TOU. Company shall send this notice to the email address You designate at the time You sign up for service, and You shall notify Company of any change in the notification email address during the life of the Amendment.

G. ***Access and use***: Company acknowledges that the Agency's use of Company's site and services may energize significant citizen engagement. Language in the TOU allowing Company to terminate service, or close the Agency's account, at any time, for any reason, is modified to reflect the Parties' agreement that Company may unilaterally terminate service and/or terminate Agency's account only for breach of Agency's obligations under the TOU or its material failure to comply with the instructions and guidelines posted on the Site, or if Company ceases to operate its site or services generally. Company will provide Agency with a reasonable opportunity to cure any breach or failure on Agency's part.

H. ***Provision on crawlers***: Any provision in the TOU prohibiting "crawl" or "spider" processes is amended to allow the Agency to apply such tools solely to its pages and solely to fulfill Agency's obligations under the Federal Records Act or other applicable federal law or regulation.

I. ***Ownership of names***: Any provision(s) in the TOU related to Company's ownership of and right to change Your selected user name(s), user ID(s), domain name(s), channel name(s), and group name(s), are modified to reasonably 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***: Company agrees that the right reserved in the TOU 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 substantively 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 the Act.

K. ***Limitation of liability***: The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOU 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.

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

M. ***No endorsement***: Company agrees that Your seals, trademarks, logos, service marks, trade names, and the fact that You have a presence on the Company site and use its services, shall not be used by Company in such a manner as to state or imply that Company's products or services are endorsed, sponsored or recommended by You or by any other element of the Federal Government, or are considered by these entities to be superior to any other products or services. Except for pages whose design and content is under the control of the Agency, or for links to or promotion of such pages, Company agrees not to display any Agency or government seals or logos on the Company's homepage or elsewhere on the Company Site, unless permission to do has been granted by the Agency or by other relevant federal government authority. Company may list the Agency's name in a publicly available customer list so long as the name is not displayed in a more prominent fashion than that of any other third party name.

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

O. ***No cost agreement***: Nothing in this Amendment or TOU obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Amendment or TOU are contingent upon the payment of fees by one party to the other.

P. ***Provision of data***: In case of termination of service, within 30 days of such termination Company will allow the agency to access and download all user-generated content that is publicly visible through the Sites You created at Company. Data will be provided in a commonly used file or database format as Company deems appropriate. Company will not provide data if doing so would violate its privacy policy, available at http://www.livestream.com/terms/generalterms.

Q. ***Separate future action for fee based services***: Company provides services at a basic level free of charge to the public, but this may change in the future. You acknowledge that while Company will 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 at least 30 days advance notice of a change involving the charging of fees for the basic level of service. You also understand that Company may currently offer 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 an Agency decides to enter into a premium or enterprise subscription, or any other fee-based service that this Company or alternative providers may offer now or in the future, You agree to determine your Agency has a need for those additional services for a fee, 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 any then-applicable TOU 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 action.

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

S. ***Precedence; Further Amendment; Termination***: This Amendment constitutes an amendment to the TOU; language in the TOU indicating it may not be modified or that it alone is the entire agreement between the Parties is waived. If there is any conflict between this Amendment and the TOU, or between this Amendment and other rules or policies on the Company site or services, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. Agency may close Agency's account and terminate this agreement at any time. Company may close Agency's account and terminate this agreement on 30 days written notice.

T. ***Posting and availability of this Amendment***: Any provision of the TOU requiring modifications to the TOU to be posted on Company'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 Company Site and services.

U. ***Security***: Company will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data.

V. ***Federal Records***: Agency acknowledges that use of Company's site and services may require management of Federal records. Agency and user-generated content may meet the definition of Federal records as determined by the agency. If the Company holds Federal records, the Agency and the Company must manage Federal records in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to, secure storage, retrievability, and proper disposition of all Federal records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer. The Agency is responsible for ensuring that the Company is compliant with applicable records management laws and regulations through the life and termination of the Agreement.

W.***Retention of individual Visitor Data***: Livestream 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. Anonymous and aggregate ("anonymized") visitor data may be maintained by Livestream, to the extent provided under its privacy policy, available at http://www.livestream.com/terms/generalterms

---

LIVESTREAM	DEPARTMENT OF THE INTERIOR
Name: James Rapoport	Name: Laura Davis
Title: Director of Premium Sales	Title: Chief of Staff, U.S. Department of the Interior
Date: 04/11/2011	Date: 4/27/11
Email: James.Rapoport@Livestream.com	