AMENDMENT TO CHALLENGEPOST TERMS OF SERVICE APPLICABLE TO GOVERNMENTAL USERS

This Amendment is an agreement between ChallengePost, Inc. ("ChallengePost" or "Company") and the U.S. General Services Administration ("GSA") and applies to GSA and other users of Company's challenge platform within the community of Federal agencies ("Agencies," "You" or "Users").

On April 29, 2010, GSA and ChallengePost entered into a no-cost contract, No. GS-001-10-AA-C-0015 for the provision of a Governmentwide Challenge Platform. This web based platform enables Agencies to create, launch and administer contests and challenges. Expected participants in those contests and challenges may include Agency employees and/or members of the public at large. Agency users of the platform, because of their status as U.S. Government entities, 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; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; document retention; and governing law and dispute resolution forum. ChallengePost, Inc. ("Company" or "We") and You (together, the "Parties") agree that modifications to the Company's standard Terms of Service, available at www.challengepost.com/about/terms-of-service (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 Company Site and Services.

A. ***Government entity***: "You" or "Your" within the TOS and this Amendment shall mean the Agency, as well as Agency employees who are participating, as authorized and as consistent with their terms of employment, in the contests and challenges sponsored by 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. ***Agency content serving the public***: Company will not object to Agency's distribution or other publication via the Site of materials which may contain or constitute promotions, advertisements, marketing, or solicitations for goods or services, so long as the material relates to the Agency's mission.

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

E. ***Indemnification***: All indemnification, damages and liability provisions of the TOS are hereby waived. In lieu of those provisions, the Parties agree that Your liability for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined under the Federal Tort Claims Act, the Contract Disputes Act, or other governing authority. Liability of Company for any breach of the TOS or this Agreement, or any claim

arising from the TOS or this Agreement, shall be determined by applicable federal law. The claim period within which a cause of action must be commenced by either Party will be governed by federal law.

F. ***Governing law and Jurisdiction***: 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 federal laws of the United State of America. To the extent permitted by federal law, the laws of the State of Delaware will apply in the absence of federal law.

G. ***Changes to standard TOS***: Language in the standard TOS reserving to Company the right to modify 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. 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.

H. ***Access and use***: Company acknowledges that the Agency's use of Company's Site and Services may energize significant citizen engagement. Language in the TOS Termination clause allowing Company to refuse, suspend, or terminate service at any time without notice for any reason, is modified to reflect the Parties' agreement that Company may unilaterally refuse, suspend or terminate Agency service only for breach of Agency's obligations under the TOS or this Amendment, 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, or if the cost to maintain the site or services becomes prohibitive. Company will provide Agency with a reasonable opportunity to cure any breach or failure on Agency's part.

I. ***Provision on crawlers***: Nothing in the TOS or this Amendment prohibits Agency from applying "crawl" or "spider" tools or processes so long as Agency's actions relate solely to its pages and are conducted pursuant to Agency's obligations under the Federal Records Act or other applicable federal law or regulation.

J. ***Ownership of names***: Company agrees it has no ownership of nor right to change Your selected user name(s), user ID(s), domain name(s), challenge and contest name(s), and group name(s). Company recognizes Agency has a proprietary, practical, and/or operational interest in its own publicly-recognized name and the names of Agency programs.

K. ***Modifications of user content***: Company agrees that any 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 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.

L. ***Limitation of liability***: The Parties agree that nothing in the Warranty or 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.

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

N. ***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 company's 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.

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

P. ***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.

Q. ***Separate future action for fee based services***: Company will provide services to Agencies at no cost under Contract No. GS-001-10-AA-C-0015. If an Agency decides that contract is not suitable to its needs, and decides to enter into a 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 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 Card is used as the payment method, to review any then-applicable TOS of the service provider 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 TOS to any third party without prior written consent of the other.

S. ***Precedence; Further Amendment; Termination***: This Amendment constitutes an amendment to the TOS; language in the TOS indicating it alone is the entire agreement between the Parties is waived. If there is any conflict between this Amendment and the TOS, 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 on 30 days written notice. Company may close Agency's account and terminate this 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 Company's website (clause entitled "Modification of Agreement") 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 within the U.S. Government, and to the public upon request.

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. An SAS 70 Type II audit certification will be conducted annually, and Company agrees to provide Agency with the current SAS 70 Type II audit certification upon the agency's request. Recognizing the changing nature of the Web, Company will continuously work with users to ensure that its products and services meet users' requirements for the security of systems and data.

V. ***Title and Intellectual Property Rights***: To the extent permitted under Federal law, all rights, title and interest to any and all work produced and created by You pursuant to or in connection with the use of the Site or Service shall vest in You. Ownership or possession of such rights, title and interest shall not be affected by any alleged or actual breach of the TOS or this Amendment. Under no circumstances may Company claim a right, title or interest in Content that is in the public domain.

W. ***Transaction on or through Site***: Agency intends to fund any prizes given to contest and challenge participants from Agency appropriations. Company agrees the TOS clause entitled "Transaction on or through the Site" does not apply to Agency's challenge engagements, and Company specifically agrees to waive the transaction fee (currently 8%) otherwise allowed for in that clause.

ChallengePost, Inc. **U.S. General Services Administration**

GSA

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