AMENDMENT TO Underlying Inc. (DBA Dipity.com) 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"): **U.S. GENERAL SERVICES ADMINISTRATION.**

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. Underlying Inc. ("Company" or "We") and You (together, the "Parties") agree that modifications to the Underlying Inc. standard Terms of Service, available at http://www.dipity.com/tos (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 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. ***Agency content serving the public***: Company 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***: 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. This exclusion shall not extend to house ads, which Company 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 this Agreement shall be determined under the Federal Tort Claims Act, or other governing authority.

F. ***Governing law***: The Jurisdiction/choice of law provisions in the TOS are hereby deleted. The TOS and this Amendment shall be governed, interpreted and enforced in accordance with the laws of the United State 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. ***Ownership of names***: Provisions in the TOS related to Company'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.

H. ***Modifications of User 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.

I. ***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.

J. ***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.

K. ***No endorsement***: Company agrees that Your 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 to imply an endorsement, sponsorship or recommendation of Company or its services by You or the Federal Government.

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

M. ***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.

N. ***Provision of Data***: In case of termination of service, Company will provide you with all user-generated content that is publicly visible through the Sites You created at Company within 30 days. 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://Company.com/privacy.php.

O. ***Future fee based arrangements***: 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 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 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.

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

Q. ***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 Company 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 Company service agreement on 30 days written notice.

R. ***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 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.

S. Changes to Terms: The "Changes to Terms" provision of the TOS 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 agency designates at the time it signs up for service.

T. Access and Use: Company acknowledges that the Agency's collaborative document creation projects may energize significant citizen engagement. Language in the "Access and Use" provision of the TOS allowing Company to terminate service at any time "for any reason or no reason" is deleted and replaced with the parties' agreement that service may be terminated by Company only for good cause.

Underlying Inc. (Dipity.com)

Derek Dukes

Name: __Derek Dukes_____

U.S. GENERAL SERVICES ADMINISTRATION

Martha Ann Dorris

Name: Martha Ann Dorris

Title: _____CEO_____

Date: _____6/15/2009_____

Title: Acting Associate Administrator

Date: 6/24/09

[Model Template: draft as of 06-08-2009]