AMENDMENT TO SOURCEFORGE.NET'S TERMS OF SERVICE
APPLICABLE TO GOVERNMENTAL USERS/MEMBERS

This Amendment to the SourceForge.net (the "Site") Terms and Conditions of Use located at http://sourceforge.net/apps/trac/sitelegal/wiki/Terms_of_Use (the "TOS") is entered into as of April 23, ~~2009~~ 2010 between Geeknet, Inc. ("Company") and [**Name of Agency**] ("Agency", "User", or "You").

BACKGROUND

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; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum. Accordingly, the TOS are hereby modified by this Amendment as they pertain to Agency's use of the Company Site and services.

The Parties agree as follows:

AGREEMENT

1. Terms of Use. In using the SourceForge.net service, Agency agrees to abide by the TOS as amended by this Amendment. The current version of the TOS is located at http://sourceforge.net/apps/trac/sitelegal/wiki/Terms_of_Use and is hereby incorporated by this reference.

2. Conflicts, Use of Terms. In the event of conflict between the terms and conditions of the TOS, and the terms and conditions of this Amendment, the terms and conditions of this Amendment will control. Unless otherwise expressly defined in this Amendment, all capitalized terms herein will have the meanings ascribed to them in TOS.

3. Amendments. The following provisions will amend and supplement the TOS:

A. ***Government entity***: "You" within the TOS shall mean the Agency itself and shall not apply to, or bind the individual(s) who utilize the Company Site or services on Agency's behalf. For clarity, this applies solely when an individual is using the Site or services on an Agency's behalf and not when an individual is using the Site or service for personal or other use.

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 will not display advertisements on the summary page of Your projects in a way that would cause: (1) user confusion as to the source of the advertisement or its content; or, (2) the appearance of Agency's endorsement of the products or services in the advertisement. If an advertisement displayed on an Agency project summary page is confusing

or misleading, Agency may request that Company remove the advertisement from being served on the project, and Company will comply within a reasonable timeframe. If Agency submits a written request to Company to block the display of any commercial advertisements on Agency's project summary pages, Company will notify Agency when, and if, it makes such blocking technology generally available for projects. Your sole remedy for Company's failure to implement such blocking technology, or failure to remove an advertisement after notification, is for You to terminate Your use of the Site.

D. ***Indemnification***: All indemnification and damages provisions of the TOS are hereby waived. Liability of Agency 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, 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.

E. ***Governing law***: "Disputes with SourceForge, Choice of Law and Forum" in the TOS is hereby deleted (currently located at Section 15). The TOS and this Amendment shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America. In the absence of federal law, the laws of the State of California will apply.

F. ***Changes to standard TOS***: Company will provide notice to the email address You designate at the time You sign up for service before any material change to the TOS, and You shall notify Company of any change in the notification email address during the life of the Amendment. Company agrees that to the extent that any change or addition to the TOS conflicts with this Amendment, the terms of this Amendment will supersede such change or addition.

G. ***Modifications of user content***: Company agrees that the right reserved in the TOS to "modify" or "adapt" Your Associated Content is limited to technical actions necessary to index, format and display that Associated Content. The right to modify or adapt does not include the right to substantively edit or otherwise alter the meaning of any text that is posted by You as Associated Content. Notwithstanding the foregoing, Company may modify any Associated Content that violates the TOS, including by modifying the portion of such content that causes the violation. 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.

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.

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

J. ***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, Company agrees not to post any Agency seals or logos on the Company's homepage or elsewhere on the Site, unless permission to do so has been granted by the Agency or by another relevant federal government authority. For clarity, this Section only applies to Site Materials, not to Content posted on the Site by other users. 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.

K. ***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.

L. ***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.

M. ***Provision of data***: In case of termination of service, upon request by Agency within 30 days of such termination, Company will provide Agency with all Content posted by Agency on the Site, to the extent such records are maintained by 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://sourceforge.net/apps/trac/sitelegal/wiki/Privacy%20Statement.

N. ***Future fee based arrangements***: 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 advance at least 30 days advance notice of a change involving fees. 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 Company may offer now or 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.

O. ***Assignment***: Company may not assign its obligations under this Amendment or TOS to any third party without providing notice to Agency. Agency may terminate this Amendment upon Company's assignment of this Amendment. Agency may not assign its obligations under this Amendment without the prior written approval of Company.

P. ***Posting and availability of this Amendment***: The provision of the TOS requiring modifications to the TOS to be posted on the Site 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.

GEEKNET, INC.	**[GOVERNMENT AGENCY]**
Adam Heller	_____
Name: Adam Heller	Name: _____
Title: General Counsel	Title: _____
Date: April 23, 2010	Date: _____
	Email: _____