AMENDMENT TO AUTOMATTIC'S TERMS OF SERVICE
APPLICABLE TO GOVERNMENTAL USERS/MEMBERS ("Amendment")

This Amendment, agreed to by both parties, applies to the following governmental agency/department ("Agency", "User", or "You"):

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. Automattic, Inc. ("Company" or "We") and You (together, the "Parties") agree that modifications to the Company's standard Terms of Service, available at http://en.wordpress.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. Except as modified by this Amendment, all terms and conditions of the TOS remain unchanged.

A. ***Government entity***: "You" within the TOS shall mean the Agency itself and not (i) the individual(s) who utilize the Company site or services on Agency's behalf, and (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency. However, the Agency will be responsible for ensuring that all such individuals comply with the TOS as though they were "You" and noncompliance by any such individual will be deemed noncompliance 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 and personal 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. ***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 and liquidated damages provisions of the TOS are hereby waived. Liability for any breach of the TOS or this Agreement shall be determined under the Federal Tort Claims Act, or other governing authority.

F. ***Governing law***: 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 California will apply in the absence of federal law.

G. ***Changes to Standard TOS***: Language in the standard TOS reserving to Company the right to change 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 to 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 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 service may be terminated and/or the Agency's account closed by Company, only for good cause (e.g. termination of the Company services applicable to users generally).

I. ***Ownership of names***: Any provision(s) 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 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 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 said Act.

K. ***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.

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 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. Except for pages whose design and content is under the control of the Agency, Company agrees not to display any Agency or Federal government seals or logos on the Company's homepage or elsewhere on the Company Website, unless permission to do has been granted by the Agency or other relevant Federal

government authority. For the avoidance of doubt, this does not preclude use of the Company's "powered by" designation in connection with any Content on the Website or prohibit Company from exercising its first amendment rights by referring to the Agency or the Federal government or to any website or to the existence or availability of any Content on the Website.

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

O. ***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.

P. ***Provision of Data***: In case of termination of service, Company will provide you with access to all user-generated content that is publicly visible through the Websites that 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://automattic.com/privacy.

Q. ***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 and, notwithstanding anything else, Company will thereafter have no obligations hereunder if You decide not to pay such charges. You also understand that Company currently offers other premium and enterprise services for a fee and, notwithstanding anything else, Company will have no obligations with respect to such services for which you do not agree to pay. 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.

R. ***Assignment***: Neither party may assign its obligations under this Amendment or TOS to any third party without prior written consent of the other; provided that Company may transfer and assign the TOS (as amended by this Amendment) without consent to a successor to all or substantially all of its business or assets. However, Company agrees to give the Agency advance notice of any such assignment.

S. ***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.

T. ***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 and to other agencies interested in using Company Website and services.

U. The Website and related services are generally commercially available and (along with the Company's software and documentation) were developed at private expense and, if and when you make any payment contemplated above, such payment will not be considered to be funding for research or development.

V. **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, to ensure that proactive measures are in place to timely identify security vulnerabilities, and to ensure that the management, operational and technical controls will be sufficient to guarantee the security of systems and data

AUTOMATIC, INC.

Name: Raanan Bar-Cohen

Title: Vice President

Date: January 21, 2011

Name: Heriberto Colón, Jr

Title: Contracting Officer

Date: January 26, 2011

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