CONTENT HOSTING AGREEMENT FOR FEDERAL ENTITIES

This Content Hosting Agreement for Federal Entities ("the Agreement") is entered into by and between Google Inc., a Delaware corporation, and its affiliates ("Google") and the government entity agreeing to the terms below ("Provider"). This Agreement will be effective as of the date Provider clicks the "Accepted and Agreed" button below (the "Effective Date").

1. **DEFINITIONS**

"**Confidential Information**" is information disclosed by one party to the other party under this Agreement that is marked as confidential information by the disclosing party.
"**Google Services**" means the YouTube Website and other Google websites, products and services.
"**Playback Pages**" are pages on the YouTube Website that stream, at no cost to the user, the selected Provider Content.
"**Provider Content**" means the audio and audiovisual content and related metadata and materials provided to Google by Provider via specified delivery means.
"**Provider Site**" is the Provider web site that (a) is maintained by Provider (b) has a *.gov, *.mil, or *.fed.us domain name; and (c) is located at a URL provided and expressly identified to Google as a Provider Site.
"**White-Labeled Embed Player**" has the meaning set forth in Section 3.3.
"**YouTube Video Player**" is a media player that streams at no cost to the user the selected Provider Content via the Google Services.
"**YouTube Website**" means the Google Service known as YouTube located at http://www.youtube.com, including replacements or successor versions and international versions.

2. **LICENSES**

2.1 **Provider Content**. Provider grants to Google, on a non-exclusive basis, all the rights and licenses necessary, if any, to host, cache, route, transmit, store, copy, distribute (including distribution through a download functionality), perform, display, reformat, excerpt, analyze, and otherwise use Provider Content on the Google Services. Accordingly, Google may (i) host the Provider Content on Google's servers; (ii) index Provider Content; (iii) display, perform, and distribute Provider Content on Google Services; (iv) distribute Provider Content through a download functionality; and (v) make continuing improvements to Google Services. The foregoing includes all necessary licenses to use the compositions and sound recordings of any music included in the Provider Content in order to host, index, display, perform, synchronize, and distribute Provider Content (except for the necessary rights and permissions for the public performance in the United States of the musical compositions embodied in Provider Content), and the right to modify Provider Content solely to the extent technically necessary to index and display Provider Content. Provider understands and agrees that Provider Content may be syndicated to Google affiliates and syndication partners via the Google Services.

2.2 **Brand Features License**. Provider grants to Google a non-exclusive, limited, worldwide, royalty-free right, where applicable, to use any trademarks, trade names, domain names, designs and logos ("Brand Features") provided by Provider in connection with Provider Content to fulfill Google's obligations under this Agreement. Google may also use Brand Features in partner lists and presentations solely for the purpose of promoting the availability of Provider Content in Google Services. Brand Features shall not be used to imply a direct endorsement by the Provider or the Federal Government of YouTube, Google, or Google Services.

3. **OBLIGATIONS**

3.1 **Delivery, Hosting, Storage, Territorial Limitations**. Provider will deliver the Provider Content and associated metadata pursuant to specifications provided by Google. Subject to the technical and content parameters of Google's hosting policies and terms, Google will host, store, and serve Provider Content on the YouTube Website, through the YouTube Video Player (including the White-Labeled

Embed Player), and via other Google Services. Google will create or enable Provider to create a channel on the YouTube Website that prominently displays Provider trademarks and logos, if any, contains a collection of Provider Content, and may be designed by Provider using Google templates. Provider may set limitations on distribution and display via the Google Services to Google's affiliates and syndication partners, other than the YouTube Website. Google shall also provide Provider with the ability to specify territorial limitations for streaming Provider Content. Google retains the right to place advertisements on and in connection with the YouTube Video Player (including the White-Labeled Embed Player) and Google Services, except that Google will not place graphic or in-video advertising for third party products or services or the Promoted Videos module on the Playback Pages for Provider Content designated by Provider as "Track Only" through functionality made available by Google. Provider shall not include any promotions, sponsorships, or other commercial advertisements as part of Provider Content.
Provider shall not deliver to Google any Provider Content containing third party materials unless Provider is a licensee of online distribution rights for the underlying material or Provider otherwise has rights to use the material (e.g. in accordance with "fair use" principles). If a third party provides Google with a claim of ownership of any material contained within Provider Content, then: (a) the Provider Content may be blocked from the YouTube Website and the YouTube Video Player (including the White-Labeled Embed Player) and (b) if Provider disputes the third party claim, Provider will participate in an informal procedure administered by or on behalf of Google to resolve the dispute. Notwithstanding the foregoing, nothing herein shall limit Provider's rights and remedies under applicable law against a user with respect to any video in dispute.

3.2. **Removal**. If Provider notifies Google or if Google determines that its use of Provider Content, or any part thereof, may create liability for Google (including liability for infringement, libel and slander, or invasion of privacy) or harm the integrity of Google's servers or the Google Services, Google may stop displaying such content. In that circumstance, or for any other reason, Provider may remove Provider Content through methods made available by Google to remove the material from Google Services within 48 hours. In the event that Provider Content continues appearing on Google Services more than 48 hours after Provider has successfully initiated removal, Provider shall notify Google of the URL by sending an email to partner-takedownrequest@youtube.com or other addresses Google may designate, and Google will use commercially reasonable efforts to remove the material from the Google Services promptly, but no more than 20 days from confirmed receipt of such notice.

3.3 **White-Labeled Embed Player.** Google will provide Provider the means to display Provider Content on the Provider Site through the "White-Labeled Embed Player," a customized YouTube Video Player that (a) will not contain the YouTube brand watermark; and (b) will not set persistent cookies until the White-Labeled Embed Player begins playback of Provider Content. Provider may only use the White-Labeled Player if (x) below the White-Labeled Embed Player, Provider prominently displays a link to language disclosing that a third party may be setting persistent cookies upon playback of Provider Content; and (y) Provider strictly adheres to the technical requirements and instructions provided by Google. Provider may not use the White-Labeled Embed Player in connection with any website other than the Provider Site. Provider acknowledges that, except as expressly set forth in this Agreement, Google uses persistent cookies in connection with the YouTube Video Player. To the extent any rules or guidelines applicable to Provider exist that prohibit or limit the use of persistent cookies in connection with Provider Content uploaded to Google, Provider expressly accepts full and sole responsibility to conform its usage to those rules and guidelines.

4. **Confidentiality**. The parties shall not disclose to any third parties Confidential Information disclosed by one party to the other under this Agreement. Each party shall protect Confidential Information by applying the same degree of care used by the parties to protect their own confidential information. If any Confidential Information is required to be produced by law, the noticed party will promptly notify the other party and, to the extent allowed by law, cooperate to obtain an appropriate protective order prior to disclosing any confidential information. Both parties agree that, notwithstanding any other provision of this Agreement, Provider may be bound by the Freedom of Information Act, 5 U.S.C. § 552, as well as other federal laws and regulations that may require disclosure of information, including disclosure of the fact that an agreement is in place between the parties. Provider agrees that any disclosure of information pursuant to the Freedom of Information Act or other law, regulation or compulsory process requiring

disclosure will not, to the extent lawfully permitted, include any Confidential Information. Any required disclosure by Provider of documents that may contain Google Confidential Information will be preceded by notice to Google in accordance with applicable law, regulation and policy, including 5 U.S.C. § 552 and applicable agency rules.

5. **REPRESENTATIONS AND WARRANTIES**. Each party represents and warrants that it has authority to enter into the Agreement. Provider represents and warrants that (a) Provider has all rights necessary to grant licenses or rights to use set forth in Section 2; and (b) to the extent Provider does not own the intellectual property rights for any Provider Content, that Provider Content is in the public domain and does not require a license for Google's use in accordance with this Agreement.

6. **PROVIDER LIABILITY**. The liability of Provider and its obligations to Google resulting from any breach by Provider of any of the provisions of this Agreement or any claim arising from this Agreement will be determined under the Federal Tort Claims Act or other applicable Act of Congress.

7. **DISCLAIMERS, LIMITATIONS OF LIABILITY, NO-COST NATURE OF AGREEMENT**. Except for the express warranties made by the parties in Section 5, the parties disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Except for Provider's breach of its representations and warranties in Section 5: (a) neither party will be liable to the other for indirect, consequential, special, punitive or exemplary damages or penalties arising from or related to this agreement, and (b) neither party's aggregate liability for any cause of action arising from or related to this agreement will exceed $50,000. The parties understand and agree that the Provider is not obligated to deliver Provider Content and reserves the right to remove any or all Provider Content at its sole discretion. Nothing in this Agreement, in and of itself, obligates the Provider to expend appropriations or incur financial obligations. The parties acknowledge and agree that none of the obligations arising from this Agreement are contingent upon the payment of fees by one party to the other.

8. **TERMINATION**. (a) Either party may end this Agreement on 30 days written notice. All licenses, consents, and rights to use granted in this Agreement will expire upon termination. (b) Sections 1, 4, 6, 7, 8(b) and 9 survive termination.

9. **MISCELLANEOUS**. The parties to this Agreement are independent entities and nothing in this Agreement creates an agency, partnership, or joint venture. Neither party may assign this Agreement to any third party, except to its parent company or any majority owned subsidiaries, without the prior written consent of the other. This Agreement sets forth the entire agreement between the parties and supersedes any prior or contemporaneous written or oral agreements regarding its subject matter, including any clickthrough agreement not expressly incorporated into this Agreement. (For avoidance of doubt, the parties agree that the execution of this Agreement does not constitute a "clickthrough agreement.") This Agreement may only be amended upon written agreement executed by both parties. Failure to enforce any provision of this Agreement will not be deemed a waiver. Provider will send any notices hereunder in writing and to the attention of the Legal Department at Google at the address listed on the first page of this Agreement. If any provision of this Agreement conflicts with applicable laws or adjudications, that provision will be deemed eliminated from the Agreement and the Agreement will remain in effect so long as the essential purpose can still be achieved. This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. To the extent permitted by federal law, the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute a single instrument.