

**AMENDMENT
FACEBOOK TERMS OF USE**

This amendment (the "**Amendment**") to the Facebook terms located at <http://www.facebook.com/terms.php> ("**Terms of Use**") is hereby entered into as of April 17, 2009 (the "**Amendment Effective Date**") and is made between Facebook, Inc., a Delaware corporation ("**Facebook**" or "**us**") and the [National Archives (NARA)] (the "**Government Entity**" or "**you**") (together, the "Parties").

BACKGROUND

Facebook acknowledges that as a United States government entity, you are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethical standards, limitations on indemnification, fiscal law constraints, advertising and endorsements, freedom of information, governing law, and dispute resolution forum and processes (collectively, "**Government Considerations**"). Government Entity wishes to create a page on Facebook's service pursuant to the Terms of Use as amended by the Amendment, and Facebook is willing to allow such use as set forth herein.

Government Entity and Facebook hereby agree as follows:

AGREEMENT

1. **Terms of Use.** In creating a page on the Facebook service, Government Entity agrees to abide by the Terms of Use as amended by this Amendment. The current version of the Terms of Use is located at <http://www.facebook.com/terms.php> and is hereby incorporated by this reference. For clarity, this Amendment only governs Government Entity's use of Facebook's pages product, and not any other features or functionality on the service.
2. **Conflicts, Use of Terms.** In the event of conflict between the terms and conditions of the Terms of Use, 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 the Terms of Use.
3. **Amendments.**
 - (a) **Governing Law.** The "Governing Law; Venue and Jurisdiction" section is hereby deleted in its entirety and replaced with the following:

"Governing Law; Venue and Jurisdiction. These Terms of Use will be governed, interpreted and enforced in accordance with the laws of the United States of America. In the absence of federal law, the laws of the state of California will apply."
 - (b) **Disputes.** The section governing how and where disputes related to the Terms of Use are handled is hereby deleted in its entirety and replaced with the following:

"Disputes. You and Facebook will endeavor to resolve any disputes in an amicable fashion. The liability of Government Entity and its obligations to Company resulting from any breach by Government Entity of any of the provisions of this Terms of Use or any claim arising from this

Terms of Use will be determined under the Contract Disputes Act, the Federal Tort Claims Act, the Tucker Act, or any other applicable law."

- (c) **Indemnity.** The indemnity section in the Terms of Use is hereby deleted in its entirety and replaced with the following:

"Disclaimer. You agree that your account on the Facebook service will serve as an additional distribution channel for government information, but in no event will serve or be represented as the official site or homepage for Government Entity. To help convey this message, you will maintain the following message in a prominent location on your Facebook page: "If you're looking for the official source of information about [Government Entity], please visit our homepage at [URL Link]."

- (d) **Authority.** The following section is added to the Terms of Use:

"Additional Representations: Authority. Government Entity hereby represents and warrants that (a) the individual executing this agreement is duly qualified and has the appropriate authority to agree to the Terms of Use and this Amendment on behalf of Government Entity and (b) Government Entity has determined that entering into the Terms of Use and this Amendment does not constitute a federal government acquisition and is not subject to any federal procurement regulation."

- (e) **Changes to TOU.** The following section is added to the Terms of Use:

"Changes to the Terms of Use. Facebook agrees that to the extent that any change or addition to these Terms of Use conflict with this Amendment, the terms of this Amendment shall supersede such change or addition."

4. **Effect.** This Amendment constitutes the entire agreement among the parties with respect to the amendment of the Terms of Use, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the amendment of the same. This Amendment is not intended to confer any rights or remedies hereunder upon any person other than the parties. The terms of this amended Terms of Use are considered by Facebook to be confidential information, and, to the extent permitted by law, Government Entity will maintain the same in strict confidence and not disclose the same to any third party (other than its contractors that are bound by similar confidentiality obligations and other government entities that are required to abide by the same Government Considerations as is Government Entity) or use the same for any purpose other than its performance under these amended Terms of Use. This Amendment may be executed by facsimile and in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Amendment may only be amended upon written agreement executed by both Parties.
5. **Miscellaneous.** Facebook agrees that it will not use your logos, trademarks, service marks, trade names to imply an endorsement by you or the Federal Government of Facebook services; provided however, that the foregoing shall not prohibit Facebook from using your logos, service marks and trade names as necessary to run the Facebook service. If you submit a written request to Facebook to block the display of any commercial advertisements, solicitations or links on the Government Entity's page, Facebook may so agree provided that it has decided to make such blocking technology generally available for pages. Your sole remedy for Facebook's failure to implement such blocking technology shall be for you to terminate your use of pages. The Parties are independent entities and nothing in the Terms of Use or this Amendment creates an agency, partnership, or joint venture.

Nothing in the Terms of Use or this Amendment obligates you to expend appropriations or incur financial obligations except to the extent that liabilities may arise from your breach the Terms of Use as amended by this Amendment. The Parties acknowledge and agree that none of the obligations arising from the Terms of Use and this Amendment are contingent upon the payment of fees by one party to the other. The Parties understand and agree that you are not obligated to place any User Content on your Facebook page.

COMPANY:
FACEBOOK, INC.

Address: 156 University Avenue
Palo Alto, CA 94301

By: *[Signature]*

Print name: ELLIOT SCHRAGE

Title: VP OF COMMUNICATION, MARKETING,

Date: 4/22/09 PUBLIC POLICY



GOVERNMENT:
[National Archives and Records Administration]

Address: 8601 Adelphi Road, Suite 4400
College Park, MD 20740

By: *[Signature]*

Print name: Martha Morphy

Title: Asst. Archivist for Information Services & Chief Information Officer

Date: April 17, 2009