

**AMENDMENT TO VIMEO.COM TERMS OF SERVICE
APPLICABLE TO GOVERNMENTAL USERS/CHANNEL PARTNERS**

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. Vimeo, LLC ("VIMEO" or "We") and You (together, the "Parties") agree that modifications to the vimeo.com standard Terms of Service, available at www.vimeo.com/terms (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 vimeo.com 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 VIMEO 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 VIMEO Site and Services be for private, personal and/or non-commercial purposes is hereby waived.
- C. **Agency content serving the public:** VIMEO 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 related to the Agency's mission.
- D. **Advertisements:** VIMEO hereby agrees not to serve or display any commercial advertisements or solicitations on any pages comprising any channel within the VIMEO Site created by the Agency. This exclusion shall not extend to house ads, which VIMEO may continue to serve on such pages.
- E. **Indemnification:** All indemnification and damages provisions of the TOS are hereby waived.
- F. **Governing law:** The choice of law/jurisdiction provision of the TOS is hereby deleted.
- G. **Ownership of names:** Provisions in the TOS related to VIMEO's ownership of and right to change Your selected user name, channel names, and group names, are modified to accommodate Agency's proprietary and/or practical operational interest in its own publicly-recognized name and the names of Agency programs.
- H. **Modifications of User Content:** VIMEO agrees that the right reserved in the TOS to "modify" Your content is limited to technical actions necessary to index, format and display that content. The right to modify 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 seq.), 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 VIMEO 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 VIMEO Site, and You reserve the right to remove any and all User Content at Your sole discretion.
- K. **No endorsement:** VIMEO agrees that Your trademarks, logos, service marks, trade names, or the fact that You have a presence on the VIMEO Site and use its Services, shall not be used by VIMEO to imply an endorsement, sponsorship or recommendation of VIMEO 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. **Future fee based arrangements:** You understand that We offer VIMEO Plus service for a fee. Before deciding to enter into a VIMEO Plus subscription, or any other fee-based service VIMEO 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.
- O. **Assignment:** Neither party may assign its obligations under this Amendment or TOS to any third party without prior written consent of the other.
- P. **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 VIMEO 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 VIMEO service agreement on 30 days written notice.

Q. **Posting of this Amendment:** The provision of the TOS requiring modifications to the TOS to be posted on VIMEO is inapplicable since this Amendment is of limited not general application, and is otherwise waived for this special circumstance.

VIMEO, LLC

U.S. GENERAL SERVICES ADMINISTRATION

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____