

**SUPPLEMENTAL AGREEMENT
TUMBLR TERMS OF SERVICE
APPLICABLE TO GOVERNMENTAL USERS/SUBSCRIBERS**

This is a supplemental agreement between Tumblr, Inc. ("Tumblr," "Company,") and the United States General Services Administration ("GSA") and applies to GSA and other anticipated U.S. Government Agency ("Agency" or "Agencies") users of the services provided on the Site www.tumblr.com.

Agencies are required to follow applicable federal laws and regulations. Company and Agency users (together, the "Parties") agree that modifications to the Tumblr standard Terms of Service, available at http://www.tumblr.com/policy/en/terms_of_service (the "TOS") are appropriate to accommodate the Agencies' public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS is hereby modified by this Supplemental Agreement as they pertain to an Agency's use of the Company Site and Services.

A. Advertisements: Company hereby agrees not to serve or display any third party commercial advertisements or solicitations on any pages within the public-facing Company site displaying content created by or under the control of an Agency. This exclusion shall not extend to house ads, which Company may serve on such pages in a non-intrusive manner.

B. Access and use: Company acknowledges that an 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 an Agency's account, at any time, for any reason, is modified to reflect the Parties' agreement that Company may unilaterally terminate service and/or terminate an Agency's account only for breach of the Agency's obligations under the TOS or its material failure to comply with the instructions and guidelines posted on the Site, or if Company ceases to operate its Site or Services generally. Company will provide the Agency with a reasonable opportunity to cure any breach or failure on the Agency's part.

C. No endorsement: Company agrees that an Agency's seals, trademarks, logos, service marks, trade names, and the fact that an Agency has 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 the Agency or by any other element of the Federal Government. Company may list Agencies' names 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.

D. Federal Records: Agency and user-generated content may meet the definition of Federal records as determined by an Agency. The Agency and the Company must manage Federal records in accordance with all applicable records management laws and regulations, including the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B).

E. Time Limitations on Claims. For Agency users, Federal Statute of Limitations provisions shall apply to any breach or claim.

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