

**AMENDMENT TO SLACK TECHNOLOGIES, INC. TERMS OF SERVICE
APPLICABLE TO U.S. GOVERNMENT USERS/MEMBERS**

You, as a U.S. Government entity, are required when entering into agreements with other parties to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; federal records; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum. Company and Agency (together, the "Parties") agree to modify the Company's standard Terms of Service available at <https://slack.com/terms-of-service> (the "TOS") to accommodate Agency's legal status, its 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 Site and Services.

A. **Government entity:** "You" within the TOS shall mean the Agency itself and shall not apply to, nor bind (i) the individual(s) who utilize the Company Site or Services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency. Company will look solely to Agency to enforce any violation or breach of the TOS by such individuals, subject to federal law.

B. **Public purpose:** Agency shall use the Company Site and Services solely in furtherance of Agency's public purpose. Any requirement(s) set forth within the TOS that use of the Company Site and Services be for private, personal and/or non-commercial purposes is hereby waived.

C. **Agency content serving the public:** Company will allow Agency's distribution or other publication via the Site or Services of data and content that may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the data and content relates to the Agency's mission.

D. **Advertisements:** Company agrees not to serve or display any commercial advertisements or solicitations in the publicly available portion of the Site displaying data and content uploaded by or under the control of the Agency. This exclusion shall not extend to house ads, which Company may place in a non-intrusive manner.

E. **Indemnification, Liability, Statute of Limitations:** Any provisions in the TOS related to indemnification, filing deadlines, recovery of costs and attorney's fees are hereby waived, and shall not apply except to the extent expressly authorized by law. Liability for any breach of the TOS as modified by this Amendment, or any claim arising from the TOS as modified by this Amendment, shall be determined under the Federal Tort Claims Act, or other governing federal authority. Federal Statute of Limitations provisions shall apply to any breach or claim.

F. **Governing law:** Any arbitration, mediation or similar dispute resolution provision in the TOS is hereby deleted. The TOS and this Amendment shall 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.

Federal Government to be superior to any other products or services. Except for pages whose design and content is under the control of the Agency, or for links to or promotion of such pages, Company agrees not to display any Agency or government seals, trademarks, logos, service marks, and trade names on the Company's homepage or elsewhere on the Company Site unless permission to do has been granted by the Agency or by other relevant federal government authority. Company may list the Agency's name in a publicly available customer list on its homepage or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third party name. However, Agency may request its name not be listed, under the delisting procedure in TOS Section 3.3.

O. *No business relationship created:* The Parties are independent entities and nothing in the TOS as modified by this Amendment creates a partnership, joint venture, agency, or employer/employee relationship.

P. *No cost agreement:* Nothing in the TOS as modified by this Amendment obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from the TOS as modified by this Amendment are contingent upon the payment of fees by one party to the other.

Q. *Provision of data and content:* In the event of termination of service, within 30 days of such termination Company will provide you with all user-generated data and content that is publicly visible on the Site. Data and content 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 <https://slack.com/privacy-policy>.

R. *Paid Services and Agency Obligation:* The Parties agree this Amendment applies to Agency's usage of both free and paid Services that Company may provide. The Parties understand that fee-based products and services are categorically different than free products and services, and are subject to federal procurement rules and processes. Before an Agency decides to enter into a premium or enterprise subscription, or any other fee-based service that this Company or alternative providers may offer now or in the future, Agency agrees to determine if it has a need for those additional services for a fee, 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 any then-applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and agency guidelines when initiating that separate action.

S. *Assignment:* Neither party may assign its obligations under the TOS as modified by this Amendment to any third party without prior written consent of the other; provided however, Company or its subsidiaries may assign the TOS as modified by this Amendment to a subsidiary or parent without written consent from the Agency provided that the successor assumes Company's obligations under the TOS as modified by this Amendment.

T. *Termination rights:* Agency may close Agency's account and terminate this Amendment at any time. Company may close Agency's account and terminate this Amendment on 30 days written notice.

SLACK TECHNOLOGIES, INC.



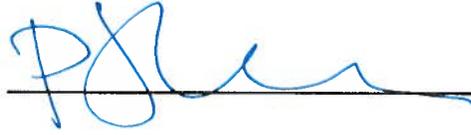
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