

AGREEMENT

This Agreement (the "Agreement") is entered into as of the effective date of July 13, 2009 (the "Effective Date") by and between Scribd, Inc., a Delaware corporation, with offices at 539 Bryant St, 2nd Floor, San Francisco, CA 94107 ("Scribd") and The National Archives and Records Administration, an independent agency in the executive branch of the federal government, with principal offices at 700 Pennsylvania Ave, NW, Washington, DC, 20408 ("NARA").

WHEREAS, Scribd provides a service for distributing authorized digital content over the internet through its content management platform consisting of the websites located at www.scribd.com and other websites, services and networks owned or controlled by Scribd (the "Scribd Platform"); and

WHEREAS, NARA is an Agency of the United States Government and has in its possession a publication ("Prologue") which it has the right to submit, and which would like to submit to Scribd for the purposes of distribution and sale over the Scribd Platform; and

WHEREAS, NARA, as an Agency of the United States Government, is required to follow applicable federal laws and regulations when entering into agreements with other parties, including laws and regulations related to limitations on indemnification, fiscal law constraints, advertising, privacy, governing law, and dispute resolution forum and processes; and

WHEREAS, Scribd and NARA (together, the "Parties" to this Agreement) agree that modifications to Scribd's online Terms of Service, currently located at the URL <http://support.scribd.com/forums/33939/entries/25459>, are appropriate to accommodate NARA's legal status and related special circumstances.

NOW, THEREFORE, the parties hereby agree and understand as follows:

1. Terms of Use. This Agreement shall supplement Scribd's online Terms of Use ("TOU"), currently located at the URL <http://support.scribd.com/forums/33939/entries/25459>. To the extent that this Agreement is in conflict with the TOU, this Agreement shall control.
2. Indemnification. Notwithstanding anything to the contrary in any other part of this Agreement or the TOU, the Parties understand and agree that the indemnity provisions in the TOU in paragraph 13, including indemnity provisions in documents linked and/or referenced within the TOU, do not apply to NARA under this Agreement. The Parties do, however, expressly agree that NARA's liability, if any, resulting from any breach by NARA of this Agreement or otherwise, shall be determined under the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., or other such governing authority.
3. Jurisdiction. Notwithstanding anything to the contrary in any other part of this Agreement or the TOU, the Parties understand and agree that the Governing Law and Jurisdiction provisions in the TOU in paragraphs 17.3 and 17.4, respectively, including any provisions in documents linked and/or referenced within the TOU, do not apply to NARA under this Agreement.

The Parties do, however, expressly agree that 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 choice of law rules) will apply in the absence of applicable federal law.

4. Miscellaneous. Neither party may assign this Agreement to any third party without the prior written consent of the other. 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.

5. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, notwithstanding the TOU.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

Scribd, Inc.

By: 

Print Name: Mike McGuinness

Title: VP, Business Development

Date: 7/14/09

NARA

By: 

Print Name: Susan Cooper

Title: Director, Communications & Public Affairs

Date: 7/13/09