

# NEWSTEX

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## Blog/Twitter Content Terms and Conditions

This agreement governs Newstex's use of Content from your blog or twitter account, as identified by the URL below. The term "Content" refers to all material that you provide as part of your blog or twitter account, including text, images and other multimedia data, copyrighted or not, plus archives of such material maintained by Newstex. The term "Users" means the parties to whom Newstex makes the Content directly available through sale or license, as well as customers of such Users. By agreeing to the terms and conditions of this content agreement, you are granting Newstex and Users, as appropriate, the right to:

- Use, market, distribute, sell and transmit the Content to Users on a worldwide, non-exclusive basis, including providing free trial promotions of up to 30 days. This includes all archival material from the Content maintained by Newstex.
- Reformat, index, add keywords or symbols, and convert the Content to standard electronic form; or transmit only headlines or short-form versions.
- Use the name of your blog, twitter account and trademarks in promotional materials, press releases and advertisements that identify content providers distributed by Newstex and its Users.

In addition, you are agreeing to:

- Provide your Content to Newstex per the specs below and give Newstex thirty days notice if you modify these specs.
- A two-year term, starting upon the final signature date of this Agreement and renewing every two years, unless either party opts out at least 90 days prior to renewal, the agreement is breached, or you or Newstex cease operations.
- Allow Newstex to continue distributing the Content on a paid basis, per the Royalty terms below, to those Users already receiving it prior to any termination of the agreement, through the shorter of the end of their Newstex subscription or one year.
- Provide Newstex your Employer Identification Number (EIN) or Social Security Number (SSN) if your annual earnings from this arrangement exceed \$600 in any calendar year (an IRS requirement that applies to U.S. residents and entities only).

And you are warranting that:

- Your entry into this Agreement does not violate any agreement with a third party and you are of the legal age required in your geographic jurisdiction to sign the Agreement.
- The Content and your trademarks do not infringe on any copyright, trademark, or other proprietary right of any third party and that the Content does not violate any right of privacy, publicity, or other personal or proprietary right of any third party, nor contain any libelous or defamatory statements.
- You will indemnify and hold harmless Newstex and its Users from and against any third party claims, losses, expenses, liabilities, and damages, arising out of a breach by you of this agreement, including legal fees and expenses.

In consideration of the above, Newstex agrees that:

- *Royalty*. It will pay you a Royalty based on multiplying the Royalty Pool (defined below) by the ratio of the stories from your Content distributed by Newstex to the total number of stories from all of content sources distributed by Newstex during each month. Whenever the Royalty owed is at least \$25, it shall be remitted to you within sixty (60) days of the close of the month in which it is earned.
- *Royalty Pool*. The term "Royalty Pool" for any given Newstex product shall mean 30% of gross revenues that Newstex derives from licensing of such product, less allowance for bad debt. Distribution, composition and pricing shall be at the sole discretion of Newstex.
- *Hyperlink*. Newstex will place a live hyperlink to your homepage in its dateline and require its Users to maintain the same.

In addition, Newstex warrants that:

- Its entry into this Agreement does not violate any agreement with a third party.
- This agreement does not transfer to it any proprietary right, title, copyright or other intellectual property right in your Content and that your trademark(s) are your sole and exclusive property.

Miscellaneous:

- Either party may terminate this agreement upon a) material breach of its terms and conditions by the other party upon 30 days written notice from the non-breaching party of the alleged breach and, absent a cure or resolution thereof, within 15 days of such notice, or b) cessation of the blog and/or twitter account itself upon 30 days written notice.
- Neither party shall:
  - Be liable to the other for indirect, special, exemplary or consequential damages, including lost profits.
  - Be liable for delays or failure caused by conditions beyond its control, including fire, flood, accident, storm, acts of war, riot, government interference, strikes or walkouts.
  - Assign this agreement without your written consent, except that Newstex may assign this agreement if substantially all of its assets are assigned to a third party.
- This agreement shall be construed and governed by the laws of the State of New York.
- This agreement may only be modified in written form as approved by both parties.

Acknowledged and agreed to:

For: **Content Provider** (as listed on p. 3):

For: **NEWSTEX LLC**:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Larry Schwartz

\_\_\_\_\_  
Title

\_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Additional Information

## 1. Description of Blog:

A. Name of Blog: \_\_\_\_\_

B. URL of Blog: http://www.\_\_\_\_\_

C. Summary Description of Blog: \_\_\_\_\_  
\_\_\_\_\_

D. Approximate Quantity of Stories/Original Posts:

\_\_\_\_\_ per \_\_\_\_\_ (indicate period: day, week, or month)

E. Newstex will take a screenshot of the logo on your homepage for marketing purposes, unless Content Provider forwards the logo graphics or graphics URL via email.

## 2. Description of Twitter:

A. Name of Twitter Account: \_\_\_\_\_

B. URL of Twitter Account: http://www.twitter.com/\_\_\_\_\_

C. Summary Description of What you Twitter About: \_\_\_\_\_  
\_\_\_\_\_

D. Approximate Quantity of Twitter Tweets:

\_\_\_\_\_ per \_\_\_\_\_ (indicate period: day, week, or month)

## 3. Technical Specifications: Daily real-time transmission in RSS XML format with headlines and full text of story required.

A. URL of XML Feed: http://\_\_\_\_\_

## 4. Primary Contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Alternate Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

## 5. Technical Contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

## 6. Accounting Information (Required for Royalty Payments):

A. Preferred Payment method (please complete only one):

a) PayPal: Email address for remittances via PayPal: \_\_\_\_\_, or

b) Electronic Check (U.S. recipients only): to: \_\_\_\_\_  
9-Digit ABA Routing No: \_\_\_\_\_ A/C No: \_\_\_\_\_

c) Paper Check: (Non-U.S., non-PayPal recipients) to: \_\_\_\_\_

B. Physical Address (Required for paper checks and all U.S. recipients d/t tax regs.):

Street or P.O. Box: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_