



450 West 33rd Street  
New York, NY 10001

## **AP Newsfinder Online Service Agreement**

This Agreement is supplemental to the Newsfinder Service User Agreement ("Service User Agreement") between The Associated Press ("AP") and \_\_\_\_\_ [Member], of \_\_\_\_\_ [City, State], and any agreements supplemental to the Service User Agreement.

**AUTHORIZATION.** AP hereby grants to Member a license to use AP news material that has appeared in the printed publications listed in Exhibit A of Member's Service User Agreement ("AP Material") in Member's on-line electronic database service ("Member On-line Service") in accordance with the following Terms and Conditions.

The Member On-line Service is the service known as \_\_\_\_\_ [Service Name] and distributed via the World Wide Web at \_\_\_\_\_ [URL].

**FEES.** Member will pay in accordance with Exhibit A of the Service User Agreement.

**TERM.** The term of this Agreement shall commence on \_\_\_\_\_ [Date] and shall continue in effect under the same terms as the Service User Agreement.

**TERMS AND CONDITIONS.** All provisions of the Service User Agreement are incorporated herein except to the extent inconsistent with this Agreement. This Agreement shall be subject to the following Terms and Conditions, which AP may modify by providing Member with 30 days advance written notice of any change:

Section 1. Use of AP Material by Users. Member may use AP Material for a period of 30 days in the Member On-line Service for distribution to its "Users" (any person or entity with access to AP Material in the Member On-line Service) for their personal use only and not for resale or redistribution in any manner.

Section 2. AP Copyright Statement, Notice, and Credit. AP Material used in the Member On-line Service will be labeled as copyrighted AP Material and credited to AP as the source of such material.

A. Member will display prominently the following notice to all Users who access AP Material in the Member On-line Service:

**Associated Press text, photo and/or graphic material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither these AP Materials nor any portion thereof may be stored in a computer except for personal and non-commercial use. The AP will not be held liable for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing.**

B. Member will display the following copyright notice updated each year on each item of AP Material used in Member On-line Service:

**Copyright 2006 Associated Press. All rights reserved. This material may not be published, broadcast, rewritten, or redistributed.**

C. Member also will display the following credit or attribution on each item or portions of AP Material used in the Member On-line Service.

For text: **(AP)** or **by The Associated Press**. For photos: **AP Photo**. For graphics: **AP Graphic**.

Section 3. Other Uses of AP Material. Member agrees it will not make AP Material available to any other person, third party or affiliate or use AP Material for CD-ROM publishing, fax on demand, audiotext or for any other purpose not expressly approved herein.

Section 4. Kills, Corrections, Substitutions, Advances and Embargoes. Member will promptly make all kills, corrections and substitutions and abide by all advance, hold for release and embargo notices or other restrictions on AP Material.

Section 5. Images. Member may use photos or graphics (collectively, "Images") from AP Services on Member On-line Service unless otherwise restricted. Images may be made available on the Member On-line Service at a resolution of 640 x 480 pixels or lower with a maximum of a 256-color palette.

Section 6. Unavailable Material. Member may not use any material from AP Services on Member On-line Service slugged or identified as "on-line out" or "not for publication."

Section 7. AP Access. Member will provide AP and Newsfinder access to the Member On-line Service without charge. Member will provide Newsfinder a subscription to the newspaper at no charge for the duration of the Service User Agreement.

Section 8. Material Breach. If AP determines that Member has breached any of the provisions of this Agreement, AP may immediately terminate or suspend this Agreement.

Section 9. Unauthorized Use. Member will promptly notify AP of any unauthorized use, of which Member becomes aware, of AP Material transmitted on Member On-line Service. Member agrees, if and when requested by AP, to cooperate fully in AP's investigation and prosecution of acts by Users or third parties that violate AP's copyright or other rights in the AP Material.

**IN WITNESS WHEREOF**, authorized representatives of the parties hereto have executed this Agreement as of the date first written above.

Member accepts terms of this agreement by signing below:

Accepted by The Associated Press:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President  
Date: \_\_\_\_\_