

The Charlotte Observer

Content License Agreement

This Content License and Permission to Link Agreement ("Agreement") describes the legal relationship between you (an individual, or, in the case where you are representing an organization, business, partnership or similar affiliation, an individual acting as the legal representative of your organization, business, partnership or similar affiliation, collectively "you" or "your"), and The Charlotte Observer ("Observer" or "us"), publisher of the sites located at www.charlotteobserver.com and/or other URLs (collectively, "Observer Websites") in connection with your participation in a news content-sharing network ("Charlotte News Network").

Please read this Agreement very carefully. By signing and/or affirmatively clicking acceptance of this Agreement, you indicate that you agree to be bound by all of the terms and conditions of this Agreement.

The purpose of this Agreement is to grant the Observer certain rights to music, audio, video, text, photos, documents, images, RSS feeds and/or all other content ("Material") displayed or otherwise published on the website you have identified as belonging to you pursuant to entering into this Agreement ("Your Website") and to define the requirements of all parties to fulfill this Agreement. You, and if applicable your organization, grant these rights without any expectation of compensation from us or Charlotte News Network partner sites.

1. License Grant. You hereby grant to us: (a) permission to establish links from Your Website to Observer Websites and/or Charlotte News Network partner sites (the "Link"); and (b) subject to the below restrictions, a nonexclusive, worldwide, royalty-free, revocable license to reproduce, display, distribute and publish the Material (including rights to modify or edit) on Observer Websites and/or the Observer newspaper during the term of this Agreement (the "License"); provided, however, that you hereby reserve the right at any time at your sole discretion, with or without cause, to revoke the foregoing License and withdraw permission for the Link pursuant to Section 8 of this Agreement.

Unless otherwise negotiated, any content sharing between Your Website and the Observer will exist only as a Link plus up to three paragraphs ("Summary") of any article or other content. In print, the Summary will include a credit line to Your Website. Except as noted below, the full-length text of articles or other content will not be shared online or in print unless text is shorter than Summary or otherwise negotiated.

Exception: In addition to the rights granted above, you grant the Observer the right to publish in the Observer's newspaper and on Observer Websites up to four full-length stories and four photos from Your Website per calendar week. The Observer will provide a hotlink to Your Website from these stories when they are posted on Observer Websites, with credit to Your Website. The Observer will credit Your Website when these stories appear in print. These stories will be retained in the electronic archives of the Charlotte Observer.

Similarly, the Observer grants you the right to use four full-length stories and four photos from Observer Websites on Your Website per calendar week. You will provide a hotlink to the Observer Website.

2. Ownership. Each party retains ownership of the copyrights and all other rights in their material, subject to the non-exclusive rights granted to the other party under this Agreement. You are free to license your Material to others during and after the term of this Agreement.

3. Promotion. Upon written notice from us approving your application to participate in the Charlotte News Network partner program, you will be granted access to partner badges, press releases, and other publicity materials. You are permitted to say you are a Charlotte News Network partner on your website and use the copyrighted logo of the Charlotte Observer as part of that partnership labeling on your site. In all promotional material, you must make clear that you are a partner of the Observer, not a representative of the company.

4. Your Representations and Warranties. You represent and warrant that (a) the Material is yours and/or your organization's own original work, and contains no sampled material or portions of original work created by another person or organization unless clearly allowed under "fair use" of Copyright law, (b) you have full right and power to enter into and perform this Agreement, and have secured all third-party consents necessary to enter into this Agreement, (c) the Material does not and will not infringe on any third party's copyright, patent, trademark, trade secrets, proprietary rights of publicity or privacy, or other legal rights, (d) the Material does not and will not violate any law, statute, ordinance or regulation, (e) the Material is not and will not be defamatory, libelous, pornographic, or obscene, and (f) all factual assertions that you have made and will make to us are true and complete. You agree to indemnify and hold us, our affiliates, employees, and agents, and our users harmless from any and all damages and costs, including reasonable attorney's fees, arising out of or related to your breach of the representations and warranties described in this section. You agree to execute and deliver documents to us, upon reasonable request, that evidence or effectuate our rights under this Agreement. The Charlotte Observer and the Charlotte News Network reserve the right to cease use of any and all Material at anytime in its sole

discretion. In addition, you agree to identify any "pay-to-display" as advertorial content and/or content paid for by an advertiser.

5. Observer Representations and Warranties. The Observer represents and warrant that (a) the Material is our own original work or licensed for our use, and contains no sampled material or portions of original work created by another person or organization unless clearly allowed under "fair use" of Copyright law, (b) we have full right and power to enter into and perform this Agreement, and have secured all third-party consents necessary to enter into this Agreement, (c) the Material does not and will not infringe on any third party's copyright, patent, trademark, trade secrets, proprietary rights of publicity or privacy, or other legal rights, (d) the Material does not and will not violate any law, statute, ordinance or regulation, (e) the Material is not and will not be defamatory, libelous, pornographic, or obscene, and (f) all factual assertions that we have made and will make are true and complete. We agree to indemnify and hold you, your affiliates, employees, and agents, and your users harmless from any and all damages and costs, including reasonable attorney's fees, arising out of or related to our breach of the representations and warranties described in this section.

6. Disclaimer. Except as explicitly provided herein, the Observer provides our products and services related to this Agreement "AS IS" without warranty of any kind. The Observer has no responsibility for any use of any Material by any user, including but not limited to members of the Charlotte News Network, other than as explicitly agreed in this Agreement.

7. Waiver of Certain Damages. NEITHER YOU NOR US WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, STATUTORY OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT.

8. Termination. Either party may terminate this Agreement at any time by giving the other party written notice. The Agreement will terminate within 30 days of receipt of such notice. For all notices sent to us, please send to: Charlotte News Network, c/o Jen Rothacker, ctnetwork@charlotteobserver.com, Charlotte Observer, 600 S. Tryon St., Charlotte, NC 28202. Notice to you shall be considered effective upon your actual receipt of such notice or three days after we have sent a notice of termination to the e-mail address that you supplied pursuant to accepting this Agreement. Upon termination, all rights granted under this Agreement terminate. However, Sections 4 and 5 (representations) and 7 (waiver) shall survive termination.

9. Miscellaneous. This Agreement will be governed by North Carolina law without reference to conflict of laws principles. Any action or proceeding arising out of or related to this Agreement must be brought in a state or federal court located in Charlotte, North Carolina, and we both irrevocably submit to the exclusive jurisdiction of such courts. All notices, requests and other communications under this Agreement must be in writing (e-mail messages shall be deemed writings). This Agreement sets forth the entire understanding and agreement of the parties as to this Agreement's subject matter and supersedes all prior proposals, discussions or agreements with respect to such subject matter. It may be changed only by a writing signed by both parties (e-mail headers and/or plain text signatures on e-mail messages shall be deemed signatures).

10. This Agreement shall become effective on the date you sign or affirmatively click acceptance of this Agreement.

Print your name: _____

Date: _____

Signature: _____

If you are under 18 years of age, before you submit or provide any Material to us, you must have your parent or legal guardian print this Agreement, sign below and mail it to Charlotte News Network, c/o Jen Rothacker, Charlotte Observer, 600 S. Tryon St., Charlotte, NC 28202 on your behalf. If applicable, the undersigned Parent or Guardian has reviewed this Agreement and agrees to all of its terms and conditions on behalf of the above named individual.

Parent/Guardian signature: _____

Print Parent/Guardian name: _____

Date: _____