

Terms and Conditions

1. **Defined Terms.** In the event of conflict between terms defined in this Agreement versus the terms defined in any other document, the terms set forth in the Agreement shall govern. As used in this Agreement, the following terms shall have the meanings set forth below:
 - (a) "Agreement" shall mean the RSS Newsfeed Agreement, including any written order and these Terms and Conditions.
 - (b) "Initial Term" shall be the first monthly period (or prorated portion of a month) commencing on the Effective Date of placement of the Provider Newsfeed on the Publisher's Websites.
 - (c) "Renewal Term" shall mean each successive one (1) month automatic renewal period following the Initial Term. In the event an Initial Term longer than one (1) month is set forth in the Agreement, the length of any Renewal Term will be a one (1) month period unless a different Renewal Term is specifically set forth therein.
 - (d) "Effective Date" shall be the date the Provider Newsfeed is first placed on the Publisher's website.
 - (e) "Newsfeeds" shall mean off content headlines and links containing Newsfeed Provider generated "news wire" content, such as, without limitation, headlines summaries, advertisements (including third party advertisements or "Special Offers," as defined below), text and other content and links, accessed by Publisher's website users via web-based reader service or code offered by Newsfeed Provider.
 - (f) "In-article Links" shall mean content and advertiser links that appear throughout publisher articles.
 - (g) "Provider Newsfeeds" shall mean Newsfeed Provider's Newsfeeds submitted to Publisher's Websites pursuant to the terms of the Agreement.
 - (h) "Deficiency Notice" shall be a written notification that a particular link or third-party advertisement contained within a Newsfeed is not appropriate for and cannot be placed on or must be removed from Publisher's websites.
 - (i) "Provider Intellectual Property" shall mean Newsfeed Provider's logo, trade name and trademark.
 - (j) "Special Offers" shall be used to refer to third-party or internal advertisements placed by the Newsfeed Provider and displayed with the Newsfeed.
 - (k) "Term" shall be the Initial Term and any automatic Renewal Term.
2. **Provider Newsfeed Placement and Conditions.**
 - (a) Publisher hereby agrees that it shall provide the Publisher's Websites and the specified placement of Provider Newsfeeds as set forth in the Agreement.
 - (b) Publisher's posting and inclusion of Provider Newsfeeds on Publisher's Websites shall be deemed acceptance by Publisher of all appearance, design, format, style and features of such Provider Newsfeed. Publisher understands that Newsfeed Provider is the originator and sole editor of all content offered through the Provider Newsfeeds. Publisher also hereby agrees that Newsfeed Provider from time to time may include Special Offers in its Provider Newsfeeds. Whether or not a Publisher will be able to feature such Special Offers on its website or other materials is to be determined at the sole discretion of the Newsfeed Provider. However, unless the Publisher objects to the inclusion of such Special Offers in writing, Publisher must include such Special Offers upon the request of the Newsfeed Provider.
 - (c) Publisher also agrees that Newsfeed Provider may, from time to time, change the appearance, design, format, style and features of its Provider Newsfeeds, subject to the approval of the Publisher. Publisher will honor changes to any Provider Newsfeeds requested by Newsfeed Provider within three (3) business days of Newsfeed Provider's request. Publisher may not reject, cancel or remove any Provider Newsfeeds without prior notice to Newsfeed Provider. Publisher shall not modify, alter, change, edit, copy, sell, re-use, share, or transfer any Provider Newsfeeds without the prior written consent of Newsfeed Provider, in Newsfeed Provider's sole discretion. Publisher may not redirect traffic to any website other than a landing page specified by Newsfeed Provider.
 - (d) Notwithstanding the foregoing, if Publisher modifies, alters, removes, or otherwise changes any Provider Newsfeeds provided by or approved by the Newsfeed Provider without the Newsfeed Provider's prior written approval, Publisher will defend, indemnify, and hold Newsfeed Provider harmless for any claims arising out of or resulting from such changes.
 - (e) No Publisher Website or other content or media properties where the Provider Newsfeeds appear shall infringe upon the personal, rights, trademark, service mark, trade dress, trade name, logo, publicity right, copyright, or other intellectual property of any third party; contain content that is an invasion of privacy, degrading, libelous, unlawful, deceptive, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste, at the sole discretion of Newsfeed Provider.
 - (f) Publisher shall hold harmless, indemnify, and defend Newsfeed Provider in the event that any Provider Newsfeeds, Publisher Website(s), or other content or media properties where the Provider Newsfeeds appear fail to comply with the requirements of this Agreement and/or applicable laws and regulations.
 - (g) Publisher agrees that any Publisher Websites used to display or transmit the Provider Newsfeeds will meet the following requirements: (i) not contain blank web pages, web pages with no content, or web pages that contain only links or lists of links or advertisement, nor will the primary purpose of any web site be to generate revenue from advertisers; (ii) be written in English and contain English language content; (iii) not offer incentives (including points, rewards, frequent flyer miles, gift cards, or prizes) to consumers in return for their response to the Provider Newsfeeds unless (A) specifically permitted by Newsfeed Provider, and (B) the terms and conditions of the offer are clearly and conspicuously presented to the consumer in accordance with federal and state regulatory guidelines, and provided that in no event shall Publisher ever offer cash as an incentive to the

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consumer; (iv) be fully functional at all levels with no "under construction" or similar sites or sections; (v) not spawn pop-ups or exit pop-ups; (vi) not serve Provider Newsfeeds, or drive traffic to Provider Newsfeeds, using any downloadable application; (vii) not place statements near the Provider Newsfeeds requesting users to click on the Provider Newsfeeds; (viii) not include content that is deceptive or misleading or otherwise fails to comply with applicable federal and state consumer protection laws; (ix) not use any methods to generate impressions, clicks, or transactions that are not initiated by the affirmative action of a consumer; (x) not constitute any advertising via facsimile or telemarketing (including without limitation by use or prerecorded or artificial voice messages); (xi) not constitute any advertising to wireless devices or portable electronic devices by text messaging in any form (including without limitation SMS, Smart Messaging, EMS, and MMS); (xii) not infringe upon the personal rights, intellectual property rights, or copyrights of any person or entity; (xiii) not contain profanity, sexually explicit materials, hate material, or material that discriminates on the basis of sex, age, race, religion, nationality, disability, sexual orientation, family status, or other such classification; (xiv) not promote any illegal activity including, without limitation, the promotion of gambling, illegal substances, software piracy, or hacking; (xv) not spoof, or redirect, traffic to or from any adult-oriented web sites or any other web sites not specifically designated by Newsfeed Provider as a landing page.

- (h) Publisher agrees, at their discretion, to add sponsored text links in their articles (herein "In-article Links") and other content. Such In-article Links will be provided by News Feed Provider. All terms and conditions for the In-article Links will be subject to the same terms and conditions of the RSS News Feed Agreement. During the period of the Agreement, Publisher agrees that News Provider will be the exclusive agent for In-article Links or other sponsored advertising that appears in articles or other content. Either party may terminate the In-article Links with a 7 day notice to either party via written or email communication. After notice of termination, Publisher will not offer any other third party advertising, sponsored headlines or In-article Links in their online content for a period of 90 days from the date of termination. Publishers or its representatives will not contact any advertisers, clients or agencies that have been contacted by the News Feed Provider for the purpose of selling In-article advertisements, for a period of 12 months from the date of termination.
- (i) Newsfeed Provider hereby agrees that it shall conform its Provider Newsfeed to comply with any Deficiency Notice within 72 hours after receipt of such notice.
- (j) Publisher agrees the Newsfeed is to be implemented and at all times static on the pages previously agreed upon, and are not to be served by an ad server of any sort.
- (k) Publisher agrees to include Provider Newsfeed on corresponding mobile site(s), if applicable, and subject to the same compensation pursuant to this agreement.

3. Compliance with Laws.

- (a) Publisher will use the Provider Newsfeed in compliance with all applicable laws and regulations, including, without limitation, the CAN-SPAM Act of 2003 and other federal and state consumer protection laws and regulations.
- (b) Publisher represents and warrants that it has disclosed the existence of any past federal or state decrees, orders, or consent agreements, and any pending formal or informal government investigations involving Publishers, its officers, directors, or principals.
- (c) Publisher represents and warrants that
 - (i) it is not presently the subject of any investigation or prosecution by the Federal Trade Commission, any other federal or state governmental body or agency, or any industry regulatory authority including without limitation the Better Business Bureau, and, to the best of its knowledge, no such investigation or prosecution is threatened; and
 - (ii) if it becomes involved or named in any action, investigation, complaint or other proceeding by or before any governmental or regulatory authority, or any private party, Publisher will immediately provide notice to Newsfeed Provider of such action, investigation, complaint or other proceeding, in which event Newsfeed Provider may terminate this Agreement immediately and without notice.

4. Publisher has obtained all necessary permits, licenses, authorizations, or other registrations required to conduct its business activities.

5. Payment.

- (a) Except as otherwise specified in Subsection (b), Publisher shall be entitled to fifty percent (50%) of the revenue that Newsfeed Provider receives with respect to any Special Offers contained within the Provider Newsfeeds that are the subject of this Agreement ("Publisher's Share"). At the publishers request, Newsfeed Provider shall, within ten (10) days after the end of each calendar month during the term of the Agreement, transmit to Publisher a detailed accounting of the revenues derived from each Publisher Webpage on which third-party Special Offers were placed during such month showing the computation of Publisher's Share ("The Monthly Reports"); no such report shall be issued for any month in which Publisher's Share is five-hundred Dollars (\$500.00) or less. Each Monthly Report shall be deemed incontestable and final unless within three (3) business days after receipt thereof, Publisher provides to Newsfeed Provider a detailed statement showing the errors or omissions it claims are contained in such Monthly Report. Not more than fifteen (15) days after the end of each calendar month, Newsfeed Provider shall transmit payment of Publisher's Share based on the Monthly Report for the preceding calendar month. Provided, however, that if the total of Publisher's Share during any calendar month is less than one-hundred dollars (\$100.00), no payment shall be due until fifteen (15) days after the end of the calendar month in which such share is equal to or greater than

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such amount or until 15 days after the end of the calendar quarter; but in all such cases, payment shall be accompanied by a report detailing the manner in which such computations were made.

- (b) The Newsfeed Provider may offer the Publisher fees for cost per click (cpc), cost per acquisition (cpa), or other cost per lead offers made by marketers who advertise on the Provider's Feeds. The Newsfeed Provider will share with Publishers via email the fees that will be paid to them for such advertising. All such fees due to Publishers will be subject to the payment process detailed in 4(a) above.
 - (c) If Newsfeed Provider elects to forego the payment arrangement specified in the preceding subsection, the amounts due to Publisher shall be as specified on the first page of this Agreement and Publisher shall submit invoices within five (5) business days of the end of each calendar quarter during the term of the Agreement and payment shall be made Net 15 after receipt of such invoice.
 - (d) Newsfeed Provider shall be under no obligation to pay any portion of Publisher's Share or fee with respect to any Publisher Website or any Publisher's performance that does not comply with the terms of this Agreement, and/or if Newsmax determines that the Publishers website clicks are fraudulent in any fashion. In which case News Feed Provider is not liable for any payment to the Publisher during the time frame of which the clicks are identified as fraudulent, or bot like traffic. This will be determined at the sole discretion of the News Feed Provider.
6. Termination.
- (a) Either party may terminate the agreement with seven (7) days advance written notice for all or any of the Publisher's Websites without any further obligation or payment except with respect to that portion of any fee due with respect to the placement of the Newsfeed, including Publisher's Share, as appropriate, up to and including the effective date of termination.
 - (b) In the event of termination, Publisher must remove Provider Newsfeed within 24 hours of the effective date stated in the notice. Newsfeed Provider is not liable for payment of any fees beyond the effective date of termination.
7. Indemnity. Newsfeed Provider shall at all times, subject to the limitations of Section 7 hereof, defend, indemnify and hold harmless Publisher and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to the content of Provider Newsfeeds included on Publisher's websites pursuant to the Agreement. In addition, without limiting the provisions of Section 2, Publisher agrees to indemnify, defend, and hold Newsfeed Provider harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to (a) any breach or alleged breach by Publisher, its employees, agents or contractors of any obligations, representations or warranties contained in this Agreement;

(b) the gross negligence or willful misconduct of Publisher or of any employee, agent, or contractor of Publisher.

8. Limitation of Liability.

- (a) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.
- (b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PUBLISHER DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REGARDING MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSES, SUITABILITY, COMPLIANCE WITH LAWS, QUALITY, OR OTHERWISE, WITH RESPECT TO ANY PUBLISHER WEB SITE.
- (c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEWSFEED PROVIDER DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REGARDING MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSES, SUITABILITY, COMPLIANCE WITH LAWS, QUALITY, OR OTHERWISE, WITH RESPECT TO ANY PROVIDER NEWSFEEDS OR CONTENTS THEREOF.
- (d) IN NO EVENT SHALL NEWSFEED PROVIDER BE LIABLE IN ANY WAY FOR AN AMOUNT GREATER THAN THE PAYMENT OWED TO PUBLISHER UNDER SECTION 4 ABOVE.
- (e) NEITHER PARTY WOULD HAVE ENTERED INTO THE AGREEMENT BUT FOR THE LIMITATIONS CONTAINED HEREIN.

9. Intellectual Property Rights. Neither party will acquire any ownership interest in each other's intellectual property. Publisher shall have the right to place Newsfeed Provider's logo, trade name and trademark on any Provider Newsfeeds from Newsfeed Provider and to otherwise use such Provider Intellectual Property in connection with the purposes of the Agreement; provided that, Publisher shall return any and all materials provided with respect to subject Provider Newsfeeds, remove any relevant postings and cease use or display of any relevant Provider Intellectual Property within 48 hours of (i) any written request made at any time by Newsfeed Provider, or (ii) in the instance in which Publisher cannot place or maintain the placement of any Provider Newsfeed (whether or not prior to or following the Effective Date), the last day of the Term or the effective date of termination.

10. Force Majeure. Neither Publisher nor Newsfeed Provider shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, and other similar events. Performance times shall be considered extended for a period of time equal to the time lost because of such delay or failure. A party affected by force majeure shall promptly advise the other of the

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circumstances and shall seek to mitigate the impact of the force majeure as promptly as possible.

11. **Non-Disparagement.** During the term of this Agreement and anytime thereafter, neither party will criticize, ridicule, or make any statement which disparages or is derogatory of the other party and its affiliates, or any of its officers, directors, agents, associates, consultants, contractors, clients, customers, vendors, suppliers or licensees.
12. **Counterparts and Facsimile Signatures.** The Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single instrument. Facsimile signatures are acceptable and deemed original signatures.
13. **Miscellaneous.**
 - (a) The Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements.
 - (b) Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.
 - (c) The Agreement may not be modified or amended, except by an instrument in writing signed by duly authorized officers of both of the parties hereto.
 - (d) The Agreement will be deemed entered into in Florida and will be governed by and interpreted in accordance with the laws of the State of Florida, excluding that body of law known as conflicts of law. The parties agree that any dispute arising under the Agreement will be resolved solely through confidential binding arbitration in Palm Beach County, FL, before one arbitrator selected by the American Arbitration Association in accordance with its rules. In the event of any dispute, each party shall bear its own attorney's fees, expert witness fees, and one-half (½) of the arbitrator fees.
 - (e) The parties shall at all times be independent contractors with respect to each other in carrying out this Agreement, and nothing herein renders them partners, joint venturers or employer and employee. Each of the parties shall be solely responsible for its own employees in connection with performance under this Agreement, and all salary, wages, and benefits owed thereto.
 - (f) Neither party may assign or transfer this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.
 - (g) Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.
 - (h) All notices may be provided by email.
 - (i) The provisions of the Agreement relating to payment of any fees or other amounts owed, indemnification, confidentiality, limitations of liability, intellectual property and non-disparagement shall survive any termination or expiration of the Agreement.
 - (j) The language in the Agreement shall be construed as to its fair meaning and not strictly for or against either party. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
 - (k) Unless otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the party may possess at law or in equity.