



### Sponsored Article Order Form

**This Sponsored Article Order** is entered into by and between System News, Inc. ("SNI") and the sponsor identified below ("Sponsor")

System News, Inc.  
Attn: Sales Department  
934 N. University Drive #305  
Coral Springs, FL 33071  
+1 (954) 973-9000  
+1 (954) 973-3000 fax  
[sales@systemnews.com](mailto:sales@systemnews.com)

**Background:** SNI publishes a weekly Custom News Report relevant to IT professionals interested in Sun Microsystems and Partner products, services, and solutions. The audience consists of **Sun Customers** (end users), **Sun Reseller Employees**, and **Sun Employees**. The majority of the News Reports are delivered as an HTML email. SNI's editorial staff creates two different sizes of article summaries for the Sponsor. The small summary is used in the HTML email. The longer version is used in the appropriate section on the web (remaining archived in most cases for over a year). Sponsored Articles may contain links back to a landing page on the Sponsor's Website.

Tracking/reporting can be made available at the be Sponsor's request.

### Sponsor Contact Information

Name:

Title:

Company:

Address:

Product Offer:

Telephone:

Fax:

Email:

Parent Company:

Product Home Page:

Original material that SNI will summarize should be emailed to: [SAmanager@systemnews.com](mailto:SAmanager@systemnews.com)

**Please complete and fax back to +1 (954) 973-3000**

Please include the Terms and Conditions page in your fax.

**Quantity of Purchase**

Number Sponsored Articles purchased (must be placed within 12 months): \_\_\_\_\_

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Purchase Order number (if required by your company) : \_\_\_\_\_

**Turnaround Time**

Sponsors should allow three to five business days from time content is submitted to SNI and the time SNI returns the small, and large article summaries. Approval of summaries must be made no later than Monday at Midnight EST (unless other arrangements have been approved by SNI) in order to meet that upcoming weekend's distribution of the News Report.

**Special Instructions**

**Accepted and Agreed to by Authorized Representative:**

Sponsor:

Printed Name:

Signature:

Title:

Date:

**Standard Terms and Conditions:** The Standard Terms and Conditions, attached hereto as Exhibit A, are incorporated herein by reference.

**Please sign and fax back to +1 (954) 973-3000**

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## Standard Terms and Conditions

These terms and conditions govern all Sponsor set-up and Sponsored Article order forms submitted by Sponsor. Collectively these terms and conditions and all Sponsored Article Orders constitute the "Agreement." In the event that an advertising agent executes any portion of the Agreement on behalf of Sponsor, the agent is jointly and severally responsible for all Sponsor obligations under such portions and represents that it has authority to bind the Sponsor.

1. **Sponsored Article Orders:** From time to time, Sponsor may submit Sponsored Article Orders. No Sponsored Article Order shall be effective unless accepted by SNI. SNI may amend the Sponsored Article Order Form from time to time in its sole discretion, and may require that Sponsor use an electronic Sponsored Article Order Form.
2. **Sponsored Article Delivery:** SNI shall publish Sponsor's Article in accordance with the applicable Sponsored Article Order. All Sponsored Articles must be submitted for distribution within 12 months of purchase date or they shall be considered expired.
3. **Sponsored Articles:** The two article summaries prepared by SNI shall be subject to SNI's then-current technical standards. SNI may refuse to disseminate any Article at any time in its sole discretion, and it may cease promoting an Article or take any other remedial steps if, in SNI's sole discretion, the Article might create liability for SNI or degrade the user experience. SNI does not undertake to review Articles for accuracy or the possibility that Articles may create liability to third parties. If SNI deems an Article inappropriate for a particular audience, Sponsor will be required to change the Article to make it appropriate.
4. **Article Format.** Sponsored Articles to be summarized must be submitted to SNI as a URL, text file, PDF, MS Office, or OpenOffice format.
5. **Payment.** Advance payment is required prior to publishing. Payments can be made by check, Visa, Mastercard, Discover, Amex, or PayPal.
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7. **Standards.** Sponsor shall not provide to SNI any Articles or other materials that: (a) infringe upon any intellectual property rights or publicity/privacy rights; (b) violate any law or regulation; (c) are defamatory, harmful to minors, obscene or child pornographic; (d) contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (e) are materially false, misleading or inaccurate or cannot be promptly fulfilled. Sponsor shall use all reasonable efforts to honor all valid offers, and Sponsor shall address all disputes and complaints that arise with respect to offers (or their redemption) in a professional, courteous and timely manner.
8. **User Data.** With respect to user data available in connection with SNI's dissemination of the Articles, or in any reports delivered to Sponsor, Sponsor shall adhere to all privacy policies and standards promulgated by SNI.
9. **Indemnity.** Sponsor shall defend, indemnify and hold harmless SNI and its customers, suppliers, directors, officers, agents and employees for any and all losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' and expert witnesses' fees) incurred or arising from Sponsor's breach of this Agreement, any Articles, goods or services promoted through the Articles, and any other materials delivered by Sponsor to SNI. SNI may participate in the defense at its expense.
10. **No Warranty.** EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each party acknowledges that it has not entered into the Agreement in reliance upon any warranty or representation except those specifically set forth herein.
11. **Limit of Liability.** NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES OR LOST PROFITS IN CONNECTION WITH THE AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). EXCEPT UNDER SECTION 9, NEITHER PARTY SHALL BE LIABLE FOR MORE THAN THE AMOUNTS SPONSOR ACTUALLY PAID TO SNI UNDER THE AGREEMENT IN THE PRIOR 12 MONTHS.

12. Term. The TERM of this agreement shall end when all Articles purchased have been published or have expired as stated in Section 2. Thereafter, Sections 8-15, and any owed but unpaid payment obligations, shall survive.
13. Entire Agreement. The Agreement and any accepted Sponsored Article Orders are the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties, as to their subject matter. However, the Agreement does not supersede any NDA between the parties. This Agreement may be changed only by an accepted Sponsored Article Order or otherwise in writing signed by both parties. In the event of any conflict between this Agreement and the terms of a Sponsored Article Order, the terms of the Sponsored Article Order shall prevail. Otherwise, any conflicting terms in any purchase or Sponsored Article Order, order acknowledgment, invoice or other similar business form are hereby expressly rejected.
14. Governing Law. This Agreement will be governed by and construed in accordance with Florida law without regard to conflict of laws principles. Both parties submit to personal jurisdiction in Florida, and any cause of action related to the Agreement shall be brought in a court in Broward County, Florida.
15. General. If performance hereunder (other than payment) is interfered with by any condition beyond a party's reasonable control, the affected party shall be excused from performance to the extent of such condition. The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by the Agreement. Any notices hereunder shall be in writing and delivered to the address specified above or such other address as specified in writing. Notice shall be deemed given: upon personal delivery; if sent by fax, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, 5 days after the date of mailing. Sponsor may not assign its rights or delegate its duties without SNI's prior written consent, and any such attempted assignment shall be void and of no effect. The waiver of a breach hereunder does not waive any other or subsequent breach. If any provision is held to be invalid or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

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

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