



# Articles Library

Newkirk agrees to license and provide its *Articles Library* to:

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Company Representative \_\_\_\_\_ Title \_\_\_\_\_

| MODULES SELECTED                          | COST       | RENEWAL    |
|---|------------|------------|
| <input type="checkbox"/> Estate           | \$950.00   | \$695.00   |
| <input type="checkbox"/> Financial        | \$950.00   | \$695.00   |
| <input type="checkbox"/> General          | \$450.00   | \$325.00   |
| <input type="checkbox"/> Gift Tax         | \$450.00   | \$325.00   |
| <input type="checkbox"/> Income Tax       | \$950.00   | \$695.00   |
| <input type="checkbox"/> Investing        | \$950.00   | \$695.00   |
| <input type="checkbox"/> Retirement       | \$950.00   | \$695.00   |
| <input type="checkbox"/> Trusts           | \$950.00   | \$695.00   |
| <input type="checkbox"/> All of the Above | \$4,950.00 | \$2,500.00 |

### TERMS:

1. Newkirk hereby licenses its *Articles Library* to the Account for the period and pursuant to the terms stated below.
2. The *Articles Library* consists of professionally written articles on subjects in the areas of trusts, estate planning, financial planning, taxation, investment planning, and employee benefits. The articles vary in length and in the intended level of readership sophistication.
3. The Account may use the articles in the *Articles Library* for its internal and/or external publication, within the time period set forth in paragraph 4 herein. The Account may alter the articles as it desires or use the articles as written.
4. The term of this license shall begin on \_\_\_\_\_ and end on \_\_\_\_\_. Articles in the *Articles Library* may be published by or at the direction of the Account up to sixty (60) days after the date of termination of this license. The license shall be automatically renewed on a year-to-year basis, unless either party notifies the other in writing of its intent to terminate the license agreement at least 60 days prior to the end of the license period.
5. The *Articles Library* is an Internet application. The articles are available for viewing or downloading through Newkirk's website, [www.newkirk.com](http://www.newkirk.com). The articles are available in two formats: Rich Text Format (RTF), which is word-processor compatible, and Hypertext Markup Language (HTML), which can be used on the Account's website. A complete list of the articles contained in the *Articles Library*, together with other information about the articles (such as word count and date last revised), is available at the website. Account understands it must meet the listed minimum equipment and Internet requirements for accessing the *Articles Library*.
6. The *Articles Library* is available through use of a unique user identification and password to limit access to the system to authorized users. The Account agrees that it will access the *Articles Library* only for its own use and will not license or resell articles to, or otherwise allow use of the articles by, a third party.
7. (a) Newkirk warrants that it is the owner of the articles in the *Articles Library* and that it has the right to license the article content to Account. **While care has been taken in the preparation of the articles, the articles are provided "AS IS," without warranty of any kind, express or implied, with respect to the accuracy of the articles.** In any event, the limit of Newkirk's liability with respect to erroneous information in the articles is strictly limited to the refund of the unused portion of the Account's annual license fee. (b) Newkirk agrees to indemnify and hold harmless Account for and against any claims of copyright infringement that arise as a result of Account's verbatim use of the articles contained in the *Articles Library*. (c) Newkirk will use its best efforts to make the *Articles Library* site available to Account at all times during the term of this agreement. However, Newkirk bears no responsibility for temporary disruptions in the availability of the *Articles Library* due to technical problems or other causes outside of Newkirk's control or due to maintenance or upgrades, which shall, to the extent possible, be performed on nights and weekends.
8. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any provision of New York law that would require or permit the application of the substantive law of any other jurisdiction, and any legal action with respect to any such disputes shall be brought in the federal or state courts located in Albany County, New York.

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

For Account: \_\_\_\_\_

Accepted by: \_\_\_\_\_

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

For Newkirk \_\_\_\_\_

Accepted by: \_\_\_\_\_

### Minimum System Requirements

**Web Browser:** Microsoft® Internet Explorer 5.0 or higher; Cookies, Java, and JavaScript enabled; browser should be set to refresh each time you load a page.

**Internet Connection:** Any connection of at least 33.6 kbs; if client of proxy server, caching must be turned off for [www.newkirk.com](http://www.newkirk.com).

**Monitor:** Minimum 800 by 600 pixels; 256 colors.

**Printer:** Any printer.

**Word Processing Program:** Microsoft Word 97 (or more recent version); any other Windows-compatible word processor.

### Payment Must Accompany Your Order

VISA    MasterCard    American Express

Account No. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Exp. Date \_\_\_\_\_ / \_\_\_\_\_   Cardholder's Zip Code (required) \_\_\_\_\_

Cardholder's Street Address (required) \_\_\_\_\_

Signature (required for credit card purchasers) \_\_\_\_\_

**Order By Mail** if you are paying by check. Mail to Newkirk, 15 Corporate Circle, Albany, NY 12203.

**Order By Fax at 518-862-3355** if you are paying by credit card.

**Sorry, No Phone Orders.**

**Questions?** **Call 800-525-4237 or e-mail [info@newkirk.com](mailto:info@newkirk.com).**

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| OFFICE USE ONLY: | D: | C: | O: | JT: |
|------------------|----|----|----|-----|