

# CONTENTS

<b><u>I. ABOUT THE ACCUNET™/AP® MULTIMEDIA ARCHIVE</u></b> .....	(i)
<b><u>1. GETTING STARTED</u></b> .....	<b>1</b>
a. WHAT.....	1
b. WHEN.....	1
c. WHERE.....	2
d. Boolean Operators.....	2
e. * Symbol.....	2
<b><u>2. SEARCH PAGE FUNCTIONALITY</u></b> .....	<b>3</b>
<b><u>3. DATABASE DESCRIPTIONS</u></b> .....	<b>3</b>
a. International Photos.....	3
b. Graphics.....	3
c. Audio.....	3
d. Text.....	3
<b><u>4. SPECIAL SEARCHING</u></b> .....	<b>4</b>
a. Photo Database.....	4
1. <i>Concept Search</i> .....	4
2. <i>Color Search</i> .....	4
3. <i>Category Search</i> .....	4
4. <i>Photo Type Search</i> .....	5
b. Graphics Database.....	5
1. <i>Spanish Search</i> .....	5
2. <i>Timeline Search</i> .....	5
3. <i>How-To Search</i> .....	5
4. <i>Logo Search</i> .....	6
5. <i>Index Search</i> .....	6
6. <i>House of the Week Search</i> .....	6
c. Audio Database.....	6
1. <i>Speeches</i> .....	6
2. <i>Anthems</i> .....	7
3. <i>Year in Sound</i> .....	7
4. <i>Most Popular</i> .....	7
5. <i>Sounds of the Century</i> .....	7
<b><u>5. SAVING, DOWNLOADING AND PRINTING</u></b> .....	<b>8</b>
a. Photos Database.....	8
1. <i>Preview</i> .....	8
2. <i>Copy and Paste</i> .....	8
3. <i>Download</i> .....	8
4. <i>Print</i> .....	8
5. <i>Email</i> .....	8
6. <i>Lightbox</i> .....	8
b. Graphics Database.....	9
1. <i>Preview</i> .....	9

2. <i>Download</i> .....	9
3. <i>Print</i> .....	9
4. <i>Email</i> .....	9
5. <i>Lightbox</i> .....	9
c. Audio Database.....	9
1. <i>Preview</i> .....	9
2. <i>Download</i> .....	9
3. <i>Chimes</i> .....	9
4. <i>Email</i> .....	9

**6. APPENDICES**

a. Traveling through the Archive.....	10
1. <i>Events</i> .....	10
2. <i>People</i> .....	10
3. <i>Science</i> .....	10
4. <i>Health</i> .....	10
5. <i>Economics</i> .....	11
6. <i>History</i> .....	11
7. <i>Geography</i> .....	11
8. <i>Sports</i> .....	11
9. <i>Entertainment</i> .....	12
b. Sample Subscriber Agreement .....	13
c. Google Image vs. AccuNet/AP Multimedia Archive Image.....	16
d. MLA Citation.....	17



## **ABOUT THE ACCUNET™/AP® MULTIMEDIA ARCHIVE**

The AccuNet/AP Multimedia Archive is a supplemental research tool that allows learners of all ages and areas of interest to search four databases that will take them on a sensory journey using photographs, audio sound bytes, graphics and text spanning over 160 years of history. Users have access to the Archive 24 hours a day, seven days a week, using any computer with web-browsing capabilities.

From simple keyword searching to more complex searches such as concept, color, and category, users will enhance their research and increase their knowledge by accessing over one million photographs dating back to 1826 and as current as a few moments ago. Tens of thousands of graphics, more than 4,500 hours of audio files dating from the 1920's, and news stories and headlines dating from 1997 will allow the user to complete their research project with content as diverse as the project itself.

The content is a primary source, and is provided by The Associated Press®. The AP has won more Pulitzer Prizes than any other news agency, and is the most credible source for non-biased reporting. Founded in 1848, the AP is the oldest and largest news organization in the world, and is an important part of modern-day world history, serving more than one billion people each day.

AccuWeather's Education Division has a long history of products designed to support learning in the classroom and the home. AccuWeather is the exclusive distributor of the AccuNet/AP Multimedia Archive.

# 1. GETTING STARTED

Go to <http://ap.accuweather.com>

Begin with **Click Here to Enter and Search the Archive**. This step confirms your authorization by Username (case-sensitive) and Password (case-sensitive), IP Address, or Referral URL.

**Click Here to Enter  
& Search the Archive**

At the top of your screen, there are three fields used to search the Archive: **What** (accepts all search entries), **When** (time searches), and **Where** (location searches – city, state or country).



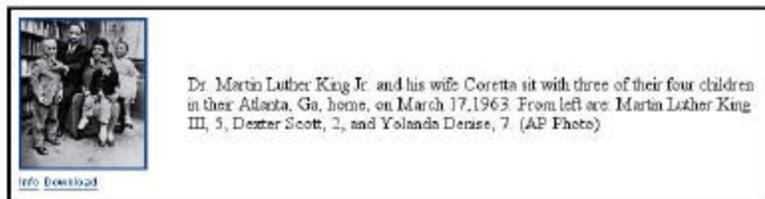
The image shows a search interface with three input fields. The first field is labeled 'What' and is the largest. Below it are two smaller fields, one labeled 'When' and one labeled 'Where'.

You do not have to use all three fields to complete a search. Any single field or combination of fields may be used to perform your search.

The Search Page is not case sensitive, and accepts Key Word and Boolean Operators.

**a. WHAT Field** - Type in any name or any string of words to search for words adjacent to each other. For example:

*Fidel Castro*  
*White House*  
*Martin Luther King*



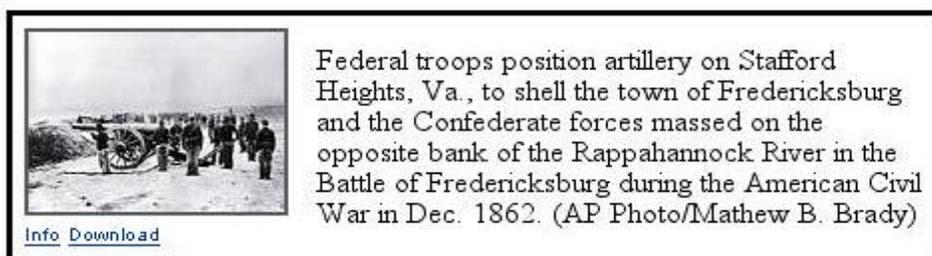
**b. WHEN Field** – Type in specific dates in numerical form to search for month/day/year (6/6/1944). The year must be entered in full because the Archive then knows that you are looking for 1944 and not 1844. There are other shortcuts:

For today's photos only, enter *today*

For yesterday's photos only, enter *yesterday*

For photos taken in the past week, enter *Monday, Tuesday, Wednesday*, etc.

For a period of time, type *from 1/1/1939 to 12/31/1945*



**c. WHERE Field** – Type in city, state or country to search for a specific area. It is important not to use abbreviations.

Some examples:

*Pennsylvania, rather than PA*  
*Brussels, Belgium*  
*United States, rather than U.S. or USA*



Here is an example of using the search fields together:

**WHAT:** *John F Kennedy*  
**WHEN:** *1963*  
**WHERE:** *Dallas, Texas*



**d. Boolean Operators** – Type Boolean Operators in the **WHAT** field to help refine your search.

**AND:** The default operator is AND. This means that if you enter a multi-word entry, the result will contain both words.

**OR:** A multi-word entry using OR will retrieve all records that contain at least one of the words.

**NOT:** Searches for words containing the word preceding it without containing the word following it.

Examples:

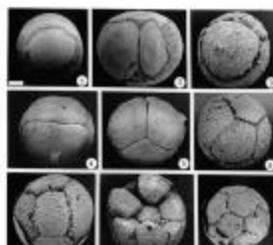
*Churchill AND Roosevelt* - will retrieve photos of Churchill and Roosevelt together.

*Churchill OR Roosevelt* - will retrieve photos containing Churchill or Roosevelt.

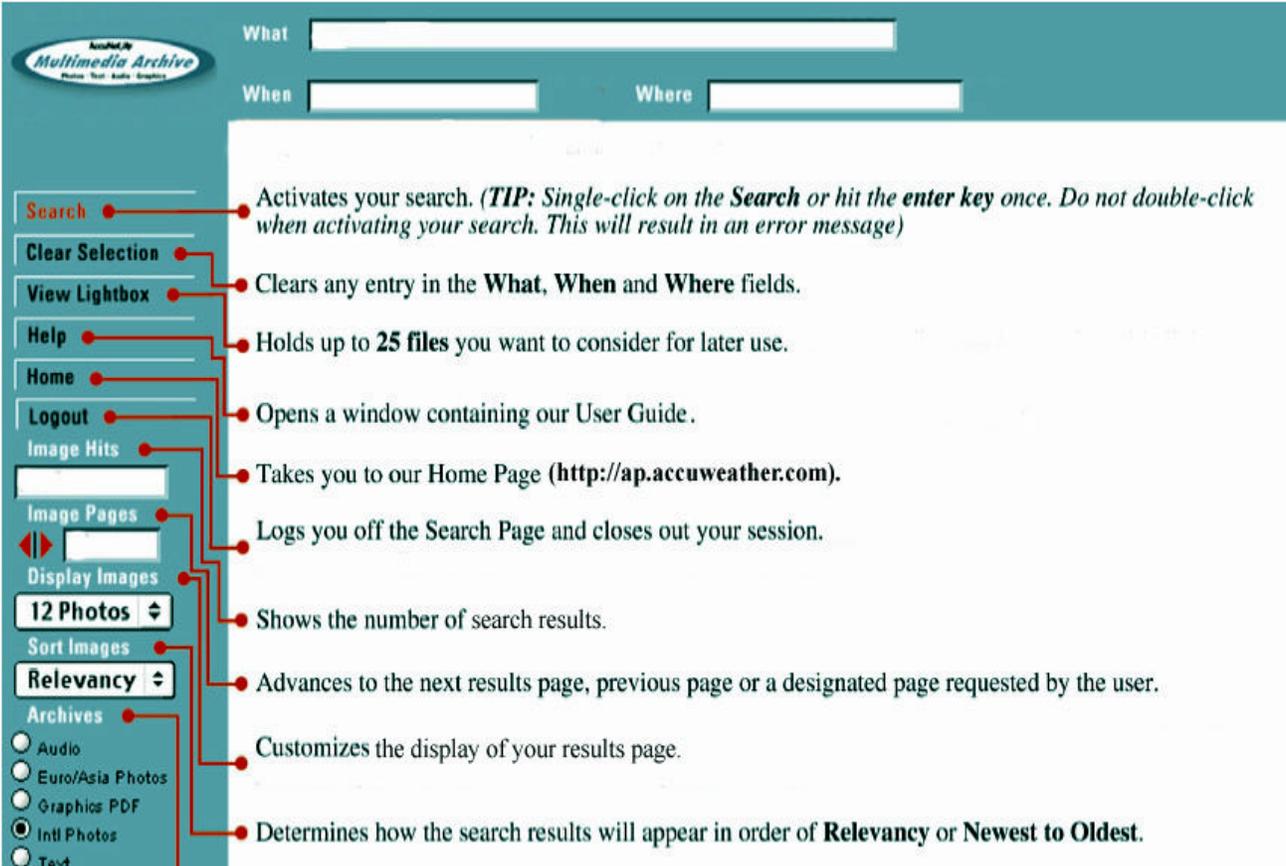
*Penguins NOT hockey NOT game NOT period* - will retrieve photos of penguins that are not hockey players. This type of search bypasses any photos with captioned text that include the words “hockey”, “game”, and “period”.



**e. The symbol \*** - Type \* to broaden your search. The \* acts as a wildcard operator. For example *micro\** will return records containing microscopic images, microcomputer, Microsoft, etc.



## 2. SEARCH PAGE FUNCTIONALITY



The screenshot shows the search interface of the Multimedia Archive. At the top, there are three search fields labeled 'What', 'When', and 'Where'. Below these is a sidebar with various navigation and search options. Red lines connect these options to descriptive text on the right.

- Search**: Activates your search. (*TIP: Single-click on the **Search** or hit the **enter** key once. Do not double-click when activating your search. This will result in an error message*)
- Clear Selection**: Clears any entry in the **What**, **When** and **Where** fields.
- View Lightbox**: Holds up to **25 files** you want to consider for later use.
- Help**: Opens a window containing our User Guide.
- Home**: Takes you to our Home Page (<http://ap.accuweather.com>).
- Logout**: Logs you off the Search Page and closes out your session.
- Image Hits**: Shows the number of search results.
- Image Pages**: Advances to the next results page, previous page or a designated page requested by the user.
- Display Images**: Customizes the display of your results page.
- 12 Photos**: Determines how the search results will appear in order of **Relevancy** or **Newest to Oldest**.
- Sort Images**: Shows the number of search results.
- Relevancy**: Advances to the next results page, previous page or a designated page requested by the user.
- Archives**: Customizes the display of your results page.
- Audio**: Determines how the search results will appear in order of **Relevancy** or **Newest to Oldest**.
- Euro/Asia Photos**: Determines how the search results will appear in order of **Relevancy** or **Newest to Oldest**.
- Graphics PDF**: Determines how the search results will appear in order of **Relevancy** or **Newest to Oldest**.
- Intl Photos**: Determines how the search results will appear in order of **Relevancy** or **Newest to Oldest**.
- Text**: Determines how the search results will appear in order of **Relevancy** or **Newest to Oldest**.

## 3. DATABASE DESCRIPTIONS

The Archive is composed of four separate databases: the photos databases, a graphics database, a text database and an audio database.

**a. International Photos** - Default, containing the entire Photo Archive database of over one million photos with full captioned text. Users can search on multiple criteria including time, people, concept, color, photo type and category.

**b. Graphics** – A database that includes charts, tables, maps, graphs, logos, timelines, Spanish graphics and “how-to” tips.

**c. Audio** – A retrospective with over 4,500 hours of audio clips from the 1920’s to 48 hours ago.

**d. Text** – Associated Press news stories and headlines.

## 4. SPECIAL SEARCHING

There are special search features within the individual databases that allow the user to compile results based on pre-defined search criteria developed to encourage a broader view of research.

### **a. Photo Database**

**1. Concept Search:** The user can search the database by pre-defined concepts. The concept corresponds to the idea the photograph is displaying. The searchable concepts are: adulation, aggression, amusement, anger, bizarre, boredom, burden, celebration, cold, comic, concentration, concern, confinement, confrontation, content, contrast, curious, cute, defeat, deserted, despair, destruction, determined, devout, diligence, dry, enjoyment, excitement, family, fear, freedom, friendship, grief, happy, hot, humor, isolation, lonely, love, mature, meditative, pain, passion, peaceful, pensive, poor, power, pride, reverence, searching, serene, hock, solemn, spacious, speed, stark, strong, suffer, surprise, tension, thin, tired, tranquil, vanity, violent, weak, wealth, wet, wonder and youth.

**Example:** *celebration:concept*  
*power:concept*  
*freedom:concept*



**2. Color Search:** You can also conduct a search by dominant color. The 10 hues represented in the database are: blue, red, yellow, green, orange, white black, brown, purple and pink.

**Example:** *purple:hue*  
*blue:hue*  
*brown:hue*

**3. Category Search:** Category searches are broad searches that may be helpful to find photos in the database that you have a particular interest in. The searchable categories are: sports, international, business and news.

**Example:** *sports:category*  
*international:category*  
*business:category*  
*news:category*



**4. Photo Type Search:** You can also search for a particular type of photograph. The searchable photo types are: portrait, aerial, pattern, silhouette, vertical and horizontal.

**Example:** *pattern:phototype*  
*statue of liberty and aerial:phototype*  
*FDR and portrait:phototype*



**b. Graphics Database**

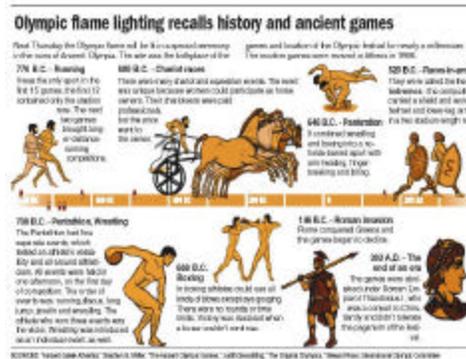
**1. Spanish Search:** The Graphics database contains more than 1,000 Spanish graphics. To search for graphics in Spanish, use the keyword *spangraph* in the **WHAT** field followed by the word in Spanish you are searching for.

**Example:** *spangraph and agua*  
*spangraph and ciudad*  
*spangraph and transporte*



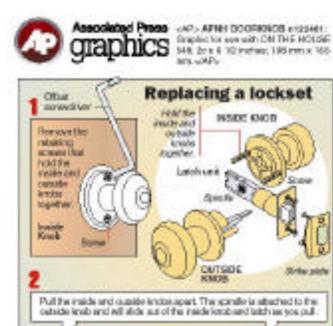
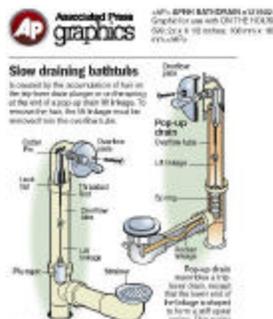
**2. Timeline Search:** The Graphics database contains hundreds of timelines. To search for timelines, use the keyword *timeline* in the **WHAT** field followed by the subject area you are searching for.

**Examples:** *timeline and olympics*  
*timeline and space shuttle*  
*timeline and Iraq*



**3. How-To Search:** The Graphics database contains over 200 “how -to” home improvement projects. To search for projects, use the keyword *apnh* in the **WHAT** field.

**Examples:** *apnh and drain*  
*apnh and door*  
*apnh and floor*



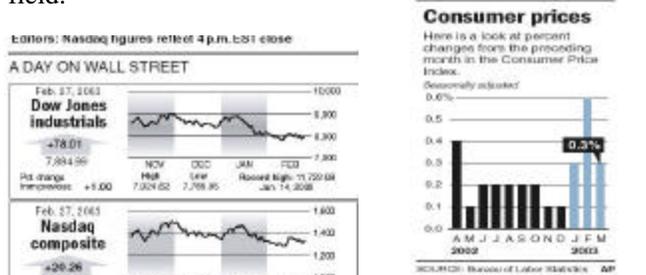
**4. Logo Search:** The Graphics database contains over 700 logos. To search for logos, use the keyword *logo* in the **WHAT** field.

**Examples:** *logo and NFL*  
*logo and advertising*  
*logo and elections*



**5. Index Search:** The Graphics database contains over 600 indexes. To search for indexes, use the keyword *index* in the **WHAT** field.

**Examples:** *index and market*  
*index and economy*  
*index and consumer*



**6. House of the Week Search:** The Graphics database contains over 100 houses of the week with drafting plans. To search for house of the week, use the keyword *hw* in the **WHAT** field.

What



**c. Audio Database**

**1. Speeches:** The audio database contains clips of speeches from famous people throughout the 20<sup>th</sup> century. To search, type *speech* in the **WHAT** field, followed by the person you are looking for.

**Examples:** *speech and FDR*  
*speech and Churchill*  
*speech and Castro*  
*speech and Nixon*  
*speech and King*

**Audio**

Roosevelt said the United States and its people would band together for victory.

**2. Anthems:** The audio database includes anthems from different countries and organizations. To search, type *anthem* in the **WHAT** field.

**Examples:** *anthem and marine anthem and Russia anthem and Canada*

<b>People</b>	EXCERPT OF CHOIR PERFORMING NEW RUSSIAN NATIONAL ANTHEM		
<b>Location</b>	MOSCOW,		
<b>Length (MM:SS)</b>	13		
<b>Creation Date</b>	12/30/2000 ::	<b>Submit Date</b>	10/29/2002 20:38:24
<b>Category</b>	International News	<b>PLS ImageID</b>	349888
<b>Object Name</b>	0030C133	<b>Credit</b>	

**3. Year in Sound:** You can search the Audio database to uncover the “year in sound”. To search for a particular year and the sound bites associated with it, type the *Year* in the **WHAT** field. Using the date in the when field will not yield any “flashback” results.

What

<b>Audio</b>
The first space shuttle recovery of a disabled satellite for repair, 1984. (refeed)

**4. Most Popular:** You can search a particular year and retrieve the most popular songs and TV shows for that particular year. To search, in the **WHAT** field, type the *Year* followed by *most popular*.

**Examples:** *1970 and most popular song 1957 and most popular show*

<b>Audio</b>	
Among the most popular songs this date, 1970. (refeed)	
<b>People</b>	CHICAGO, SINGING 'DOES ANYBODY REALLY KNOW WHAT TIME IT IS?'
<b>Location</b>	UNDATED,
<b>Length (MM:SS)</b>	00:19

**5. Sounds of the Century:** The audio database contains over 150 “Sounds of the Century”, an audio retrospective of the 20<sup>th</sup> century. For a full review and general search, simply type *Sounds and Century* in the **WHAT** field.

What

**Examples:** Visionaries, Cold War, Science, Space, Movies, Trends, Sports, Television, Age of Radio, Inventions, Assassinations, Influential Music, Civil Rights, Vietnam, World War I, World War II, Post-War

## **5. PREVIEW, COPY & PASTE, DOWNLOAD, PRINT, EMAIL AND LIGHTBOX**

### **a. Photos Database**

**1. Preview** – Left click once on the photo you would like to preview.

**2. Copy and Paste** – While in preview mode, you may copy the photo to capture its true resolution, which eliminates distortion while re-sizing for your finished product. Once completed, open your destination (Microsoft Word, PowerPoint, etc.), and paste the photo.

**3. Download** – Left click the **Download Option**. Another window will open, and you will choose between these two options from the drop down menu:

**Photo with embedded text:**

Photo is downloaded as a .jpg file with the text caption embedded in the file. To view the text, select file info from a graphics program such as Photoshop. To view the photo alone, open the file in any .jpg viewer.

**Photo with text file (.zip):**

Both the photo and accompanying text file are downloaded in .zip format and must be unzipped using any unzip program. The unzipped photo is in .jpg format and can be viewed in any .jpg viewer. The unzipped text file is in .txt format and may be opened in any text editor or word processor.

For Microsoft Internet Explorer, right click on **Complete Download** and select **Save Target As** from the drop down menu.

For Netscape Navigator and Netscape Communicator users, hold down the "**Option**" Key on your keyboard if you are using a MAC, or the "**Shift**" key on a PC when you click on **Complete Download**.

At this point, you can change the name of the file and choose the location for the download.

**4. Print** – Choose **Print** from the toolbar, or right click on the photo to print. The photo will print as you see it, with title, caption and citation information.

**5. Email** - Choose **Email** from the toolbar, or right click on the photo. This will open your email program to send to your destination.

**6. Lightbox** - Choose the photos or graphics that you might like to use later, so they can be moved to the Lightbox, a visual clipboard that allows you to store up to 25 photos. Click on the word Lightbox under the thumbnail. The photo or graphic is immediately moved to your default Lightbox. The name of your default Lightbox is your username. To view the photos and graphics in your Lightbox, click on View Lightbox from the Search screen or Lightbox from any of the display screens. Only the users at your site can save, delete, and maintain your Lightbox.

## b. Graphics Database

**1. Preview** – You can preview a condensed graphic by simply left clicking on the image. To preview the uncondensed text within the image, you must view through Adobe Acrobat Reader. Left click **Download**, and another window will open. At this window, left click **Complete Download**. You will now be able to preview or copy and paste parts of or the entire image with text.

**2. Download** – Left click the **Download Option**. You will see the following instructions:

For Microsoft Internet Explorer, right click on **Complete Download** and select **Save Target As** from the drop down menu.

For Netscape Navigator and Netscape Communicator users, hold down the "**Option**" Key on your keyboard if you are using a MAC, or the "**Shift**" key on a PC when you click on **Complete Download**.

At this point, you can change the name of the file and chose the location for the download.

**3. Print** – Follow the *Preview* or *Download* instructions above to print a non-condensed image.

**4. Email** - Preview the graphic you would like to email, choose **Email** from the toolbar, or right click on the graphic. This will open your email program to send to your destination.

**5. Lightbox** – Follow the same directions as the Lightbox for Photos.

## c. Audio Database

**1. Preview** – Once your search is complete, left click the **Preview Option** below the search result. This will load the audio file into Real Audio Player, which is necessary to preview the file.

**2. Download** – Left click on the Audio button. Click on the **Download.WAV Audio File** and complete the following instructions:

For Microsoft Internet Explorer, right click on **Complete Download** and select **Save Target As** from the drop down menu.

For Netscape Navigator and Netscape Communicator users, hold down the "**Option**" Key on your keyboard if you are using a MAC, or the "**Shift**" key on a PC when you click on **Complete Download**.

At this point, you can change the name of the file and choose the location for the download.

**3. Chimes:** Some audio files are embedded with chimes that can distract certain listening audiences. These “audio watermarks” ensure that the audio clips are not reused for commercial purposes.

**4. Email** – You can email a password-protected link to your audio selection.

## 6. APPENDICES

### a. Traveling Through the Archive

The following topics show the vast capabilities of the Archive, and the individual databases the user can use to obtain results.

#### EVENTS

<b>Topic</b>	<b>Photos</b>	<b>Graphics</b>	<b>Audio</b>	<b>Text</b>
Cold War	v	v	v	v
Great Depression	v			
Elections	v	v	v	v
Hindenburg Disaster	v		v	
Berlin Wall	v	v	v	v
Challenger Explosion	v	v	v	v

#### PEOPLE

<b>Topic</b>	<b>Photos</b>	<b>Graphics</b>	<b>Audio</b>	<b>Text</b>
Abraham Lincoln	v	v		v
Martin Luther King Jr.	v	v	v	v
Franklin Roosevelt	v	v	v	
Richard M. Nixon	v		v	
John F. Kennedy	v	v	v	v

#### SCIENCE

<b>Topic</b>	<b>Photos</b>	<b>Graphics</b>	<b>Audio</b>	<b>Text</b>
Glaciers	v	v	v	v
Gene Therapy	v	v	v	
Global Warming	v	v	v	v
Photosynthesis	v	v		
Northern Lights	v		v	
Water Pollution	v	v	v	v
Electric Car	v	v	v	
Stem Cell	v	v	v	v
Computer and First	v			
Weather	v	v		v

#### HEALTH

<b>Topic</b>	<b>Photos</b>	<b>Graphics</b>	<b>Audio</b>	<b>Text</b>
Alzheimer's	v	v	v	v
Tobacco	v	v	v	
Heart	v	v		
Exercise	v	v		
Nutrition	v	v		

## ECONOMICS

<b>Topic</b>	<b>Photos</b>	<b>Graphics</b>	<b>Audio</b>	<b>Text</b>
Exchange Rate		v		
Market Round Up		v		
Wall Street	v	v	v	v

## HISTORY

<b>Topic</b>	<b>Photos</b>	<b>Graphics</b>	<b>Audio</b>	<b>Text</b>
Pearl Harbor	v	v	v	
Civil Rights	v	v	v	v
Brown and Board of Education	v	v		v
Nixon Resignation	v		v	
USS Cole	v		v	
Worlds Fair	v	v		
Women's Suffrage	v			
Ellis Island	v		v	
McCarthyism	v		v	
San Francisco Earthquake	v	v		
Million Man March	v		v	

## GEOGRAPHY

<b>Topic</b>	<b>Photos</b>	<b>Graphics</b>	<b>Audio</b>	<b>Text</b>
Drought	v	v		
Topography	v			
Panama Canal	v	v		
Coral Reef	v	v		
Rain Forest	v	v		
Great Lakes	v	v		
Grand Canyon	v	v		
Hoover Dam	v	v		
Niagara Falls	v	v		
Volcanoes	v	v		

## SPORTS

<b>Topic</b>	<b>Photos</b>	<b>Graphics</b>	<b>Audio</b>	<b>Text</b>
Muhammad Ali	v		v	
Miracle on Ice	v		v	
NASCAR	v	v	v	
Olympics	v	v	v	v
Babe Ruth	v		v	

## ENTERTAINMENT

<b>Topic</b>	<b>Photos</b>	<b>Graphics</b>	<b>Audio</b>	<b>Text</b>
Gone with The Wind	v		v	
Broadway	v	v	v	
The Tramp	v	v	v	
War of the Worlds	v		v	
Oscars	v		v	

**b. Sample Subscriber Agreement**

**ACCU WEATHER, INC.  
ACCU NET™/AP® MULTIMEDIA ARCHIVE DIVISION  
PLAIN LANGUAGE SUBSCRIBER AGREEMENT**

\_\_\_\_\_  
Date of Agreement

1. Name and Address of Parties:

- A. AccuWeather, Inc., 385 Science Park Road, State College, PA 16803-2215
- B. Subscriber:

Primary Contact	Bill to
Subscribing Institution	Bill to Street Address
Street Address	Bill to City, State, Zip Code

- 2. Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_
- 3. Subscription Fee: \_\_\_\_\_

4. License Type: \_\_\_\_\_

5. **The Archive shall be used by Subscriber for Authorized Use only. "Authorized Use" shall mean the use, other than an Unauthorized Use, of the Archives by Authorized Users for educational purposes only, including any or all of the following to the extent such are for educational purposes:**

- (a) electronically viewing, listening to and/or downloading the contents of an Archive on a computer that is located on the premises of such Library or School or through remote means accessed through such Library's or School's intranet or similar network or server; through AccuWeather's AP page URL; and/or AP's URL using an authorized user name and password;
- (b) making dot matrix, ink jet, laser jet -quality or similar prints and also audio recordings of Archive files on a computer that is located on the premises of such Library or School or through remote means accessed through such Library's or School's computer system, intranet or similar network or server; through AccuWeather's AP page URL; and/or AP's URL using an authorized user name and password;
- (c) emailing a limited number of individual components of the Archive, on a component by component basis;
- (d) using the contents of the Archive in electronic presentations related to such Library User's or School User's curricular and/or educational activities.

**Subscriber shall not use the Archive for Unauthorized Use. "Unauthorized Use" shall mean any and all of the following activities:**

- (a) any use of the Archives by other than an Authorized User;
- (b) any access or use by a Subscriber of any Archive, or any constituent thereof, that is not expressly authorized thereto under this Agreement;
- (c) using an identification number and/or password to access any Archive from locations other than specifically allowed for within this Agreement; provided, however, that access from locations other than Subscriber Sites which go through a School or Library intranet, similar network or server to any Archives is considered an Authorized Use;
- (d) using an identification number and/or password belonging to another Sublicensee or assigned to another Sublicensee Site;
- (e) electronic transmission by a Subscriber or an Authorized User thereof of any Archive or any constituent elements thereof in any manner that is otherwise not in strict compliance with the terms of this Agreement and a Sublicense Agreement;
- (f) republication of or distributing any Archive and/or any constituent element thereof to, or incorporating any Archive and/or any constituent element thereof into, any newspapers, newsletters, magazines, brochures, catalogs, commercial announcements, yearbooks, calendars, posters, and other similar materials;
- (g) editing or otherwise modifying the Archives or any constituent elements thereof;
- (h) any commercial use by a Subscriber or an Authorized User thereof of the Archives or any constituent elements thereof; or
- (i) any other use of the Archives or the Interface that is not expressly authorized pursuant to this Agreement.

7. Subscriber hereby certifies that it is a School or Library. "School(s)" shall mean any individual, group, or district of public, private and parochial school, college, or university, and/or consortiums involving such schools. "Library(ies)" shall mean any Public Libraries; libraries of educational institutions; and/or, consortiums involving such libraries. Subscriber agrees to use the Archive for educational interest and information only. Subscriber agrees not to use the Archive for any commercial or commercially related, business or business related, job or job related purpose whatsoever except for educators or librarians who are using it for their educational function.

THE SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS READ AND UNDERSTANDS THIS AGREEMENT AND HAS HAD THE OPPORTUNITY TO HAVE IT REVIEWED BY LEGAL COUNSEL. IT SHALL NOT BE CONSTRUED MORE STRICTLY AGAINST ONE PARTY THAN THE OTHER AND THE MEANINGS AND PURPOSES ATTACHED TO ITS VARIOUS PROVISIONS SHALL BE THOSE REASONABLY INTENDED BY ACCU WEATHER, INC.

THIS AGREEMENT SHALL SUPERSEDE, SUPPLANT AND REPLACE ANY PREVIOUS AGREEMENTS BETWEEN THE PARTIES AND THEIR CONSTITUENCIES AS OF THE EFFECTIVE DATE.

**THE PARTIES, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS AGREEMENT. THE SIGNERS REPRESENT THAT THEY HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF ACCU WEATHER, INC. AND SUBSCRIBER RESPECTIVELY AND TO LEGALLY BIND SAME AND THAT THEY HAVE READ AND UNDERSTAND THE IMPORTANT TERMS AND CONDITIONS ON THE REVERSE SIDE AND WHICH ARE A PART OF THIS AGREEMENT.**

ACCUWEATHER, INC,  
Date: \_\_\_\_\_ By: \_\_\_\_\_

SUBSCRIBER  
Date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PRINT NAME AND TITLE

## SERVICE TERMS AND CONDITIONS

**A. Equipment.** Subscriber shall, at its own cost, obtain, maintain and operate all terminals, communication devices and other equipment needed for accessing the Archive(s). Subscriber acknowledges that AccuWeather shall not be liable for the suitability, delivery, performance or maintenance of any terminal or other equipment or for the hook-up of any terminal or equipment to suitable telephone lines or other communications links.

**B. Access.** During the term of this Agreement, AccuWeather will provide the Archive(s) through communication facilities it may from time to time select and Subscriber shall have access rights to the Archive(s). Access to the Archive(s) shall be authorized by AccuWeather to begin upon the Starting Date and end upon termination of this Agreement. Subscriber agrees that it shall receive the Archive(s) only at the site(s) listed in this Agreement. Access Codes and information furnished by AccuWeather to Subscriber are intended for Subscriber's sole and exclusive use and shall be considered proprietary information, ownership of which shall remain with AccuWeather. Subscriber shall be fully responsible for maintaining confidentiality of its account access information and for all charges made to its account. Should Subscriber's Access Information be lost, stolen, or fall into the hands of an unauthorized user or users, it is Subscriber's responsibility to immediately notify AccuWeather in writing.

**C. Subscription Fees.** Subscriber agrees to pay to AccuWeather the fee set forth in this Agreement. The fees may be invoiced in advance. This is a fixed fee, lump sum contract. Payment shall be due and payable at AccuWeather's office in State College, Pennsylvania at the beginning of each contract month or contract year without notice. Failure of payment shall render due and payable all sums payable during the initial period of this Agreement and any subsequent renewal period plus a late payment charge of one and one-half percent per month. All prices stated herein are in U.S. dollars. Subscriber shall pay the fees that are due and owing under this Agreement to AccuWeather within 30 days from the date of invoice. If Subscriber fails to perform any of its obligations under this Agreement, including but not limited to, failure to pay the fees that are due and owing, AccuWeather will have the right to notify Subscriber of such failure and Subscriber will have 30 days to cure such failure. If the failure is not cured within the 30-day cure period, AccuWeather will have the right to terminate this Agreement at any time thereafter immediately upon notice to Subscriber.

**D. Term.** This Agreement shall remain in full force and effect for the period specified on the front hereof, beginning on the specified "Starting Date."

**E. Copyright, Storage and Ownership of Service.** All information, data images and other elements comprising the Archive(s) are the sole and exclusive property of The Associated Press ("AP"). Subscriber shall not archive nor develop a library of the constituents of the Archive(s) and shall not permit its Authorized Users to archive or develop a library of the constituents of the Archive. Upon termination of this Agreement, all elements of the Archives shall be deleted from any storage medium of Subscriber. Subscriber acknowledges that The Associated Press retains sole and exclusive right, title and interest in and to the copyrights for all elements contained in the Archive(s) and understands and acknowledges that no title to or ownership of any of the elements of the Archive(s) are hereby transferred to Subscriber hereunder. AP has delegated to AccuWeather the right to enforce this provision.

**F. Choice of Laws.** The parties agree to submit to the Pennsylvania Courts only, any dispute arising out of this Agreement or related thereto, and consent to the jurisdiction of said Courts and further agree that any and all matter of dispute shall be adjudicated, governed and controlled under and by Pennsylvania law and this paragraph shall supersede any conflicting choice of law rules.

**G. Assignability.** Neither this Agreement nor any rights or obligations hereunder may be assigned by Subscriber without the express written consent of AccuWeather, Inc. and written acceptance of the contract by the Assignee. Payment may be made by a third party. This Agreement constitutes the entire agreement between the parties. No collateral or prior statements, representations, understandings or agreements survive or are a part of this Agreement. No modifications to this Agreement shall be made except by written addendum signed by both parties hereto. The invalidity of any paragraph, subparagraph or portion of this Agreement shall not affect the validity of any other paragraph, subparagraph or portion hereof. The failure of AccuWeather to require the performance of any term of this Agreement or the waiver by AccuWeather of any breach under this Agreement shall not prevent a subsequent enforcement of such term by AccuWeather nor be deemed a waiver of any subsequent breach.

**H. Performance.** Subscriber hereby agrees that it will save harmless AccuWeather and the Associated Press from all manner of suit, actions, damages, charges and expenses, including attorney and counsel fees. In the case of failure of payment by Subscriber, AccuWeather shall have the right to claim a sum equal to twenty-five percent of such payment due but not paid, that AccuWeather, may sustain by reason of Subscriber's failure to so perform this Agreement, Subscriber's breach of any of the terms, covenants or conditions of this Agreement or other claims against AccuWeather, Inc. arising from this Agreement as a liquidated amount for attorneys fees.

**I. Damages.** ACCU WEATHER, WHICH PROVIDES SUBSCRIBERS WITH ACCESS TO THE ARCHIVE(S) HEREUNDER AND THE ASSOCIATED PRESS, WHICH OWNS THE ARCHIVE(S), EXPRESSLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS, WHETHER DIRECT, CONSEQUENTIAL OR INDIRECT RESULTING TO SUBSCRIBER, ANY AUTHORIZED USER OR ANY THIRD PARTY FROM ERRORS OR OMISSIONS IN THE ARCHIVES, THE SYSTEM OR THE INTERFACE OR ARISING FROM ANY USE BY SUBSCRIBER OR ITS AUTHORIZED USERS, DELAYS IN PERFORMANCE, OR NON-PERFORMANCE CAUSED BY UNAVAILABILITY OF THE ARCHIVE(S) OR ANY FORCE MAJEURE EVENT. IN NO EVENT WILL THE ACCUWEATHER OR THE ASSOCIATED PRESS BE LIABLE TO SUBSCRIBER FOR DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, IN CONTRACT, TORT OR OTHERWISE, EVEN IF ACCUWEATHER AND/OR THE ASSOCIATED PRESS HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. ACCUWEATHER'S SOLE LIABILITY TO SUBSCRIBER FOR FAILURE TO RECEIVE ACCESS TO THE ARCHIVE(S) PURSUANT TO THIS AGREEMENT OR INABILITY TO USE THE ARCHIVE(S) AS AUTHORIZED HEREUNDER, SHALL BE LIMITED TO THE FEE PAID BY SUBSCRIBER TO ACCU WEATHER HEREUNDER.

**J. Warranties.** THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY

OF NON-INFRINGEMENT. THE ARCHIVE(S) ARE BEING PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS. ACCUWEATHER IS LICENSING THE ARCHIVE(S) TO SUBSCRIBER PURSUANT TO RIGHTS THAT THE AP HAS LICENSED TO ACCUWEATHER.

**K. Headings and Captions.** The headings and captions used in this Agreement are for convenience only, they are not to be considered a part of the Agreement; they in no way define, limit, or describe the scope of intent of the paragraphs of this Agreement nor in any way affect this Agreement.

**L. AP's Status.** AP is an express third party beneficiary of the rights afforded AccuWeather hereunder.

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

Initials: \_\_\_\_\_

IP Address: \_\_\_\_\_

**c. Google Image vs. AccuNet/AP Multimedia Archive**

<b>Applications</b>	<b>AP Multimedia</b>	<b>Google</b>
View Files Online	<b>Yes</b>	<b>Yes</b>
Licensed for Educational Research	<b>Yes</b>	<b>No</b>
Authoritative Content Provider	<b>Yes</b>	<b>No</b>
Download and Copy Capabilities	<b>Yes</b>	<b>No</b>
Able to Print	<b>Yes</b>	<b>No</b>
Able to Email	<b>Yes</b>	<b>No</b>
Small "Space-Saving" Files	<b>Yes</b>	<b>No</b>
Uniform Size and Clarity of Images	<b>Yes</b>	<b>No</b>
Single Source	<b>Yes</b>	<b>No</b>
Free of Advertising	<b>Yes</b>	<b>No</b>

d. MLA Citation

AP  
ELN\_IOWA\_CAUCUS.PDF

Lightbox Download

Graphic shows how the caucuses in Iowa are conducted; 2c x 9 inches; 96 mm x 227 mm

<b>Location</b>	.
<b>Creation Date</b>	01/16/2004 16:16:24
<b>Submit Date</b>	01/16/2004 17:28:20
<b>Credit</b>	Associated Press AP
<b>Slug</b>	ARCPDF AP A ELN_IOWA_CAUCUS.PDF
<b>Object Name</b>	AP ELN_IOWA_CAUCUS.PDF
<b>Artist</b>	N. RAPP K. TAM STF STF
<b>Caption Writer</b>	KT
<b>Special Instructions</b>	with BC-Iowa-48 Hours and related stories
<b>Image Number</b>	40044 (00018)

