



Terms and Conditions
(last updated January 21, 2025)

These Terms and Conditions (“**Terms**”), combined with any Order Form executed by Column Software, PBC (“**Column**”) and any Publisher listed in the applicable Order Form, constitute an agreement that governs the use and provision of any Services (the Terms, together with any applicable Order Form, and any applicable Appendices hereto, the “**Agreement**”). Terms not defined herein have the meaning given to them in the applicable Order Form.

Recitals

Column is the leading provider of a Software as a Service public notice, classified ad, and obituary orders platform for publishers and their customers (“**Advertisers**”).

Publisher operates one or more Newspapers as set forth in the applicable Order Form; and

Publisher desires to purchase certain Services from Column in accordance with the terms and condition of this Agreement to assist in its operation of its public notice, classified ad, or obituary orders requirements.

1. DEFINITIONS

1.1 “Access Credentials” means login information, passwords, security protocols, and policies through which Users access Column Services.

1.2 “Ad” means a Public Notice, classified, or obituary Order.

1.3 “Advertiser Content” means any Ad submitted to Publisher through the Column Services.

1.4 “Applicable Laws” means any law or statute and all legally binding judicial precedents, promulgated regulations and guidance issued by governmental bodies (including staff reports) in any applicable jurisdiction, including any Home Jurisdiction, in the case of Column applicable to Column’s provision of the Services and in the case of Publisher, applicable to each Newspaper in its use of the Services in its Home Jurisdictions, including with laws applicable to the publisher of Ads, including laws regarding qualification to publish Ads, a requirements to publish Ads on the applicable Newspaper’s website.

1.5 “Confidential Information” means all written or oral information, disclosed by one party (the “**Disclosing Party**”) to the other (the “**Recipient**”), related to the business, products, services or operations of the disclosing party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including, without limitation: (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, (ii) information

regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, employees, suppliers and agents, and (iii) information regarding the skills and compensation of the disclosing party’s employees, contractors, and other agents.

1.6 “Column Policies” means the policies and procedures of Column related to the provision or use of the Services that are made available by Column on its website or to Publisher or the applicable Newspaper, including onboarding and technical support.

1.7 “Column Services” means Column’s Public Notice Service, Automated Affidavit Service and/or other software-as-a-service offerings identified in any Order Form that enables Users to access certain features and functions through a web interface. References to any Column Services includes the Documentation.

1.8 “Documentation” means text and/or graphical documentation, whether in electronic or printed format, provided by Column to Publisher that are identified as, or intended to be, user manuals and training materials designed to assist Users in the operation and use of the Column Services.

1.9 “Home Jurisdiction” means any state and local jurisdiction in which any Newspaper operates as identified by the Publisher as part of the onboarding process or in connection with the Implementation Services.

1.10 “Implementation Services” mean the Services performed by Column, as may be further detailed in any Order Form, in which Column onboards Newspapers and

creates the enables the transfer of information between each Newspaper and Column that are necessary or helpful in the provision or use of the Services.

1.11 “Newspaper” means any Newspaper identified by Publisher in an Order Form that is eligible to use the Services or on whose behalf the Services may be used, including any Newspaper contained in any Newspaper Cohort even if not specifically named in an Order Form.

1.12 “Newspaper Cohort” means a group of Newspapers sharing a common quality, including a shared Launch Date, as is identified in any Order Form.

1.13 “Order” means a classified ad, obituary or Public Notice order.

1.14 “Order Form” means a document signed by an authorized representative of each party identifying the specific Service(s) to be made available, the fees to be paid and other relevant customized terms and conditions.

1.15 “Order Term” means the term of any Order Form as set forth in the Order Form.

1.16 “Professional Services” means professional services provided by Column to Publisher as described in any Order Form (as may be further elaborated in any statement of work) including Implementation Services and training services.

1.17 “Public Notices” mean notices to the public that are required or advised in the applicable Home Jurisdiction to be published by governmental and non-governmental entities, including legal advertisements, legal notices and general interest notices regarding community changes, the monitoring of governmental activities and transactions, fraud prevention and debt collection.

1.18 “Publisher Content” means information and materials provided by or on behalf of Publisher to Column that are required for the operation of the Column Services including: Ad Fees charged by Publisher to Advertisers, advertiser requirements for As (e.g., formatting requirements, frequency requirements) and other specifications of each applicable Newspaper that Newspaper requires of advertisers for publication of the As, e-editions provided for provisions of the Automated Affidavits Service, and the trademarks of Publisher and each Newspaper

1.19 “Restrictions” mean the restrictions set forth in the section headed “Publisher Restrictions” in Section 3, limitations on the use of the Services in connection with Newspapers, limitations on the number of Users (if any), or other restrictions on use identified in an Order Form.

1.20 “Services” means the Column Services, the Professional Services and any other services ordered by

Publisher, to be provided by Column, as set forth in an Order Form.

1.21 “User” means each of Publisher’s or any Newspaper’s directors, officers, managers, employees, agents, and independent contractors who are provided Access Credentials by Publisher, Newspaper or Column.

1.22 “Verification Methods” mean: (a) the Verification Methods identified in any Order Form; (b) Publisher’s or any Newspaper’s identification of the legal requirements or Newspaper’s own policies and protocols for Public Notices and (c) any other requirements identified by Publisher or any Newspaper that is implemented by Column as part of the Implementation Services and is approved, or not rejected, by Publisher or the applicable Newspaper.

2. SERVICES

2.1 Provision of Services. Subject to the terms and conditions of this Agreement, Column will provide the Services to Publisher in a workmanlike and professional manner in accordance with industry standards.

2.2 Ordering. The Services to be provided by Column under this Agreement will be described and set forth in one or more Order Forms agreed upon by the parties from time to time.

2.3 Relationship of Column, Publisher and Newspapers. The parties to the Agreement are Column and Publisher. Publisher is authorized to allow Publisher and Newspaper employees and consultants to use the Services on behalf of each Newspapers in accordance with its terms, with the understanding that Newspapers are not third-party beneficiaries of this Agreement and may not enforce any of its terms.

2.4 Cooperation. Publisher agrees to cooperate with Column to ensure that the Services are delivered in accordance with the Documentation and Applicable Laws, including that Publisher will take, or cause to be taken, all actions necessary, proper or advisable to, fulfil the Column Services including the timely delivery of the Publisher Content, including the materials used in the Verification Methods.

3. ACCESS, RIGHTS AND RESTRICTIONS

3.1 Access Grant to Column Services. Subject to Publisher’s compliance with the terms and conditions contained in this Agreement, including the Restrictions, Column grants to Publisher during the Order Form Term a non-exclusive, non-transferable (with a right to sublicense

solely as contemplated in the definition of User) revocable right to allow Users in the Territory to access and use the applicable Column Services. Publisher's access and use of the Column Services is limited to the internal use each applicable Newspaper.

3.2 Access Credentials. Publisher will safeguard, and ensure that all Users safeguard, the Access Credentials. Publisher will be responsible for all acts and omissions of Users. Publisher will notify Column immediately if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security.

3.3 Publisher Restrictions. Publisher will not, and will not permit any User, Newspaper or other party to: (a) adapt, alter, modify, improve, translate or create derivative works of the Services, (b) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or obtain the source code to all or any portion of the Services and (c) except as may be specifically provided in an Order Form or this Agreement (including the definition of User), or otherwise approved by Column in writing, provide any third party access to the Column Services or use the Services on behalf of any third party, including as part of a time-sharing, outsourcing or service bureau environment. Notwithstanding the foregoing, Publisher may use, and may authorize its Users to access and use the Column Services on behalf of Publisher and each Newspaper.

3.4 Proprietary Rights

(a) Publisher Content

(i) **Publisher Content.** Publisher is solely responsible for any and all obligations with respect to the accuracy and quality of Publisher Content and to ensure that the Publisher Content is compliant with Applicable Law.

(ii) **License in Publisher Content.** Publisher grants to Column a non-exclusive license to use the Publisher Content as necessary for purposes of providing the Services and as specified by this Agreement. Except for the limited licenses granted to Column in any Publisher Content, as between Publisher and Column, Publisher reserves all right, title and interest in the Publisher Content. Notwithstanding anything to the contrary, Publisher acknowledges and agrees that Column may: (a) use Publisher Content for the purposes of providing the Services to Publisher, including the purpose of improving its products and services, and (b) aggregate the Publisher Content with other data and use such statistical data in the operation of its business, including the distribution of statistical data to third parties, so long as no portion of the statistical data can reasonably be reidentified with

Publisher, any Newspaper or any entity or any individual. The aggregated data once created cannot be disaggregated and may be used on a perpetual basis.

(b) **Column Services.** Except for the limited licenses and access grant provided to Publisher in this Agreement, including any Order Form, Column reserves all right, title and interest in its intellectual property and business including the Services and any Column trademarks. Unless otherwise expressly set forth in any Order Form, and except for any Publisher Content, all work product or services provided or developed pursuant to this Agreement or any Order Form (including any modifications and improvements to any Column Services pursuant to subsection (d) or any intellectual property developed pursuant to subsection (e) below), and all intellectual property and other proprietary rights derived therefrom, will be the sole and exclusive property of Column.

(c) **Continuous Development.** Publisher acknowledges that Column may continually develop, deliver and provide to Publisher on-going innovation to the Services, including the Column Services, in the form of new features, functionality, and efficiencies. Accordingly, Column reserves the right to modify the Services, or any Column Services, from time to time. Some modifications will be provided to Publisher at no additional charge. In the event Column adds additional functionality to a particular Service, Column may condition the implementation of such modifications on Publisher's payment of additional fees provided Publisher may continue to use the version of the Column Services that Column makes generally available (without such features) without paying additional fees.

(d) **Professional Services; Training and Support.** Publisher may request that Column provide certain Professional Services related to Publisher's use of the Services, including, by way of example, customization or additional training of Publisher personnel. Excluding those agreed between the Parties in the Order Form and / or a separate statement of work, Column will have no obligation to provide or perform such services for or on behalf of Publisher.

(e) **Feedback.** Column in its sole discretion, may utilize, all comments and suggestions, whether written or oral, furnished by Publisher to Column, including such comments and suggestions of any Newspaper or User, in connection with its access to and use of the Services (all comments and suggestions provided by Publisher hereunder constitute, collectively, the "**Feedback**"). Publisher hereby grants Column, on behalf of itself and its Users, a

worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Column products and services or otherwise use in connection with its business and the businesses of its affiliated companies.

(f) Automated Affidavit Services. Terms and conditions that are specific to the Automated Affidavit Services are specified in Appendix A.

4. CONFIDENTIAL INFORMATION.

4.1 Use and Disclosure. During this Agreement, each party will have access to the other party's Confidential Information. Except as otherwise expressly permitted, and without limiting each party's obligations, under this Agreement, each disclosing party agrees as follows: (a) it will not disclose the Confidential Information of the disclosing party to anyone except its employees, contractors, third party services and advisors who have a need to know and who have been advised of and have agreed to treat such information in accordance with the terms of this Agreement (each a "**Representative**") and (b) it will not use or reproduce the Confidential Information disclosed by the disclosing party for any purpose other than exercising its rights and / or performing its obligations as described herein. Each recipient will be liable for the acts and omissions of its Representatives with respect to the disclosing party's Confidential Information.

4.2 Exceptions. The provisions of Section 4.1 will not apply to Confidential Information that: (a) is or becomes publicly available or enters the public domain through no fault of the recipient, (b) is not reasonably known by recipient (after due inquiry) to be subject to any confidentiality obligations, or (c) is independently developed by the recipient without use of or reference to the disclosing party's Confidential Information. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required: (1) by securities laws, (2) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order will first have given written notice to the other party and made a reasonable effort to obtain a protective order or (3) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do.

5. CONSIDERATION

5.1 Fees. Unless otherwise specified in any Order Form, all invoices issued by Column for payment by

Publisher will be due and payable thirty (30) days after receipt by Publisher. All Fees will be paid in U.S. dollars and exclude all applicable sales, use, and other taxes. Any portion of the Fees that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. The Fees exclude, and Publisher will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on Column's income). Alternatively, Publisher may furnish to Column an exemption certificate, provided however that if such exemption certificate is challenged or held invalid by a taxing authority then Publisher agrees to pay for all resulting fines, penalties and expenses (including without limitation reasonable attorney's fees and costs).

6. WARRANTIES; DISCLAIMERS; LIMITATIONS ON LIABILITY

6.1 General Representations. Each party represents and warrants that: (a) as of the Effective Date (as defined in the relevant Order Form) and throughout the applicable Order Form Term, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and (b) the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

6.2 Publisher Representations and Warranties to Column and each Advertiser. Publisher represents and warrants to Column and each Advertiser that: (a) Publisher is the beneficial and controlling legal owner of each Newspaper and has the right to enter into this Agreement for the benefit of Newspaper as contemplated herein, including the right to license the Newspaper trademarks and logos; (b) each Newspaper signing on for Column to deliver Public Notice services: (i) qualifies for the publication of Public Notices (as in each case is authorized or required by Applicable Law, including Applicable Law in the applicable Home Jurisdictions) and (ii) will be operated in compliance with all Applicable Laws including as it relates to the publication of Public Notices; (c) to the extent the Publisher is signing on for Automated Affidavit Services, the Publisher Content, including the Verification Methods are and will be reliable, accurate, and complete, including the disclosure made by Publisher or the applicable Newspaper setting forth the legal requirements for Public Notices in each Newspaper's Home Jurisdiction are reliable, accurate and complete and (d) the execution and delivery of this Agreement and the consummation of the transactions and

Publisher's and each Newspaper's use of the Services contemplated hereby will not conflict with or result in any violation of Applicable Laws or give rise to any penalty, fee, or encumbrance, under any contract, judgement or other legal obligation of Publisher or any Newspaper.

6.3 General Warranty Disclaimer. PUBLISHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR COLUMN'S EXPRESS WARRANTIES SET FORTH IN SECTION 6, ITS USE OF THE SERVICES, INCLUDING THE COLUMN SERVICES IS AT ITS OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COLUMN EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, AND NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. COLUMN DOES NOT REPRESENT OR WARRANT THAT, AND COLUMN SPECIFICALLY DISCLAIMS THAT THE COLUMN SERVICES AND / OR DELIVERABLES WILL MEET PUBLISHER'S REQUIREMENTS OR EXPECTATIONS. PUBLISHER ACKNOWLEDGES THAT COLUMN MAKES NO WARRANTIES UNDER THIS AGREEMENT DIRECTLY FOR THE BENEFIT OF THIRD PARTY INCLUDING ANY NEWSPAPER, ADVERTISER OR ANY MEMBER OF THE PUBLIC AND THAT COLUMN HAS NO LIABILITY TO ANY THIRD PARTY RESULTING FROM SUCH THIRD PARTY'S USE OF THE NEWSPAPERS OR THE FAILURE OF ANY AD.

6.4 Specific Warranty Disclaimers.

PUBLISHER ACKNOWLEDGES THAT THE COLUMN SERVICES ARE TOOLS USED BY PUBLISHER TO MAINTAIN AND OPERATE ITS AD SERVICES AND RELATED AD INVENTORY. PUBLISHER ACKNOWLEDGES THAT IT AND EACH NEWSPAPER WILL HAVE THE OPPORTUNITY PRIOR TO LAUNCH TO REVIEW COLUMN'S IMPLEMENTATION OF THE COLUMN SERVICES AS IT RELATES TO EACH NEWSPAPER, INCLUDING ITS IMPLEMENTATION OF THE PUBLISHER CONTENT AND VERIFICATION METHODS.

6.5 Disclaimer of Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO

EVENT WILL COLUMN BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES.

6.6 Limitations on Liability. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF: (A) \$1000 AND (B) THE TOTAL AMOUNT OF FEES RECEIVED BY SUCH PARTY FOR ITS ACCOUNT IN RESPECT OF THE SERVICES DELIVERED (BY WHATEVER PARTY) UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE NOTICE TO SUCH PARTY OF THE FACTS FORMING THE BASIS OF THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATION ON LIABILITY WILL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR ANY MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY.

6.7 Exceptions. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITY, IN SUCH JURISDICTIONS THE LIABILITY OF COLUMN WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE PROVISIONS OF THIS SECTION 6 WILL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR ANY LIMITED REMEDY HEREIN IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE.

7. INDEMNIFICATION

7.1 Column Indemnity. Column will indemnify, defend and hold Publisher, its affiliates and subsidiaries, and its and their respective members, managers, directors, officers, employees, representatives, trustees, successor and assigns (each a "**Publisher Indemnified Party**"), harmless from and against any and all losses, damages, liability, costs and expenses awarded in a final, non-appealable judgment by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs, (collectively "**Losses**") arising out of any third party claim alleging the Column Services infringe any U.S. patent, copyright, trademark or trade secret.

7.2 Exclusions. Section 7.1 will not apply if the alleged claim arises, in whole or in part, from: (a) a use or modification of the Services by any Publisher or any User in a manner outside the scope of any right granted or in breach of this Agreement, (b) a combination, operation or use of the Services with other software, hardware or technology not provided by Column if the claim would not have arisen but for the combination, operation or use; (c) the Publisher Content or any failure of the Publisher, any Newspaper or User to comply with Publisher's obligations hereunder or (d) any Newspaper, including that any content contained any Newspaper infringes the right of any third party, including any right of privacy, publicity or that the Newspaper

contains any defamation (any of the foregoing circumstances under clauses (a) through (d) will be collectively referred to as a “**Publisher Indemnity Responsibility**”).

7.3 Publisher Indemnity. Publisher will indemnify, defend and hold harmless Column, its affiliates and subsidiaries, and its and their respective members, managers, directors, officers, employees, representatives, trustees, successor and assigns (each a “**Column Indemnified Party**”), from and against any and all Losses arising out of any third party claim rising out of any Publisher Indemnity Responsibility or arising out of or relating to Publisher’s use of the Column Services (other than to the extent such claims are based on Column’s breach of the Agreement), including any claim made against Column alleging that any Public Notice or any Affidavit of Publication (as defined in Schedule 1) were inaccurate or did not meet the requirements of Applicable Law.

7.4 Indemnification Process. The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action, (b) reasonably cooperating and assisting in such defense and (c) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent. Each Party may participate in the defense of any Claim at its own expense and with its own choice of counsel or, if any Indemnifying Party refuses to fulfil its obligation of defense, the Indemnified Party may defend itself and will be entitled to reimbursement from the Indemnifying Party.

7.5 Infringement. If any Service is, or in Column’s opinion, is likely to become the subject of any intellectual property infringement-related claim, then Column will, at its expense and in its discretion: (a) procure for Publisher the right to continue using the Service, (b) replace or modify the infringing technology or material so that the Service becomes non-infringing and remains materially functionally equivalent, or (c) terminate the Order Form(s) pursuant to which the Service is provided and give Publisher a refund for any pre-paid but unused fees.

7.6 THE PROVISIONS OF THIS SECTION 7 STATE COLUMN’S ENTIRE LIABILITY AND PUBLISHER’S EXCLUSIVE REMEDIES, FOR ANY CLAIM THAT THE SERVICES INFRINGE A THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS.

8. TERM AND TERMINATION

8.1 Term and Termination. The Agreement will be in effect for as long as any Order Form is in effect.

Unless otherwise specified in the applicable Order Form, each Order Form will automatically renew for additional one-year periods in accordance with these Terms and the provisions of the applicable Order Form unless either Party provides the other Party written notice of its intent not to renew the Order Form no less than 90 days prior to the end of the then current term. Either party may terminate an Order Form, at its discretion, effective immediately upon written notice to the other, if the other party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving written notice.

8.2 Suspension of Service(s). At any time during the Term, Column may, immediately upon notice to Publisher, suspend access to any Service for the following reasons: (a) a threat to the technical security or technical integrity of the Services, (b) any amount due under this Agreement is not received by Column within fifteen (15) days after it was due or (c) breach or violation by Publisher of any Applicable Laws.

8.3 Termination upon Bankruptcy or Insolvency. Column may, at its option, terminate this Agreement immediately upon written notice to Publisher, in the event that (a) Publisher becomes insolvent or unable to pay its debts when due, (b) Publisher files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing, (c) Publisher discontinues its business or (d) a receiver is appointed or there is an assignment for the benefit of Publisher’s creditors.

8.4 Return of Publisher Content and Confidential Information. Upon termination or expiration of this Agreement, each Party will, upon the request of the other, return to the other Party all Confidential Information disclosed by the other Party, and all copies thereof, or at the other Party’s option, destroy such Confidential Information, and provide to the other Party certificates evidencing the return or destruction. Notwithstanding anything to the contrary contained herein, if this Agreement terminates for any reason, each Party (i) may retain one copy of the other Party’s Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the other Party’s Confidential Information in order to purge such Confidential Information from its archived files; provided, however, that Recipient must (a) maintain confidentiality of the Disclosing Party’s Confidential Information under this Agreement as if the Agreement were still in effect and (b) not use the retained Disclosing Party’s Confidential Information for any other purpose.

8.5 Effects of Termination. Upon termination or expiration of this Agreement for any reason, (a) any amounts owed to Column before such termination or expiration and all completed but unpaid Professional Services fees will be immediately due and payable and (b)

all licensed and access rights granted will immediately cease to exist. Sections 1, 3.4, 4 and 6 through 9 will survive any expiration or termination of this Agreement.

9. GENERAL

9.1 Assignment. This Agreement cannot be assigned by either Publisher or Column without the prior written consent of the other; provided, however, that either Party may assign this Agreement to any person or entity that is an affiliate, or acquires by sale, merger or otherwise, all or substantially all of its assets, stock or business. Any attempted assignment or delegation in violation of this Section 10.1 will be null, void and of no effect.

9.2 Case Study. During the Term, Publisher will participate in a case study regarding Publisher's use of the Services, the results of which may be published upon the parties' mutual written agreement. During the Term, Column may use Publisher's name and logo to identify Publisher as a Column Publisher in Column's Publisher lists.

9.3 Notices. All notices, consents, and approvals under this Agreement must be delivered via email or in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth below such party's signature on the Cover Page and will be effective upon receipt. Either party may change its address by giving notice of the new address to the other party.

9.4 Governing Law; Disputes. This Agreement will be governed by the laws of the State of Delaware, without reference to its conflicts of law principles. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement, will be made exclusively in the state or federal courts located in Wilmington, Delaware and both parties submit to the jurisdiction and venue of such courts.

9.5 Remedies. Publisher acknowledges that any actual or threatened breach of Section 3 will constitute immediate, irreparable harm to Column for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its reasonable attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

9.6 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.7 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

9.8 No Third Party Beneficiaries. The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity (including any User or any Employee) other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

9.9 Construction. The parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

9.10 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, war, act of terror, or any other event beyond the control of such party. The affected party will use reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

9.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.

Exhibit A

Terms and Conditions for Affidavit Service

The following terms and conditions apply solely to Publishers and Newspapers who have executed an Order Form that includes delivery of the Automated Affidavit Services:

1. **Authorization and Appointment of Column as Agent.** Publisher on behalf of each Newspaper hereby appoints and authorizes Column as each Newspaper's exclusive limited agent to:
 - a) take such actions on such Newspaper's behalf and to exercise such powers as are required to sign and cause to be notarized affidavits on behalf of the Newspaper confirming and attesting to the publication of Public Notices processed through Column's Public Notice Service (hereinafter referred to as "**Affidavits of Publication**") in the applicable Newspaper and perform any and all of the Automated Affidavit Services (as defined below) in connection with such Affidavits of Publication;
 - b) to exercise such powers and to take such actions as are reasonably incidental thereto, including to appoint sub-agents to sign Affidavits of Publication on Column's behalf and to disclose to third parties that Column is acting as a limited agent of Publisher or a Newspaper with the authority set forth herein.

Publisher acknowledges and agrees that, notwithstanding the appointment of Column as each Newspaper's agent and Column's provision of Automated Affidavit Services hereunder, Publisher will remain ultimately responsible for all signing and notarizing of Affidavits of Publication. Publisher hereby represents and warrants that it has all required right, power, authority, and permissions under Applicable Law to designate Column as agent (and any sub-agents, as applicable) in connection with all signing and

notarizing of Affidavits of Publication on behalf of Newspaper, and to authorize Column (and any sub-agents) to perform

the obligations, including the Automated Affidavit Services, set forth herein.

1. **Automated Affidavit Services.** In connection with the appointment and authorization set forth in Section 1, Publisher hereby authorizes Column and/or sub-agents, as applicable, to provide the following services on Publisher's behalf, which may be amended from time to time upon the mutual written agreement of the Parties (the "**Automated Affidavit Services**"):
 - a. Verify printed placement or website publication of the applicable Public Notices via Verification Methods;
 - b. Digitally sign the applicable Affidavit of Publication as a signatory, in the actual physical presence or remote online presence of a notary (the "**Notary**"), in each case in accordance with applicable state laws on notarization ("**Applicable Notarization Laws**");
 - c. Store electronic copies of the relevant Affidavits of Publication and deliver such notarized Affidavit of Publication (electronic copy) to the applicable Newspaper and Advertiser; and
 - a. Other services as will be deemed (in Column's discretion) reasonably necessary for the efficient and competent execution of the Automated Affidavit Services.

The operation, conduct and pursuits of the Column and Sub-Agents, except as provided in this Agreement, will not be controlled or directed in any manner by Publisher or any Newspaper.

2. **Verification Methods.** Publisher hereby represents and warrants that the Verification Methods will be reliable, accurate, and complete. Publisher agrees to take, or cause to be taken, all

actions, and to do, or cause to be done, and to assist and cooperate with Column in doing, all things necessary, proper or advisable to, fulfilment of the Automated Affidavit Services by Column or its Sub-Agents. Publisher is solely responsible for (and Publisher on behalf of itself and each Newspaper hereby agrees and acknowledges, that neither Column or Sub-Agent will be responsible for, and that the Column and its Sub-Agents will be entitled without any independent investigation to use and rely on the accuracy, completeness, quality, integrity, legality, reliability and appropriateness of the Verification Methods and the Publisher Content provided in connection with the Automated Affidavit Services.