

Simply Catholic Connect Subscription Agreement

This Simply Catholic Connect Subscription Agreement (this “Agreement”) is made and entered into by and between the customer who enters into a Schedule, Order, or Order Form (the “Licensee”) for the provision of the Simply Catholic Connect Services and other services or products described herein and Our Sunday Visitor, Inc., an Indiana corporation (“OSV”), with its principal place of business at 200 Noll Plaza, Huntington, Indiana 46750. OSV and Licensee agree that the following terms and conditions will apply to the archives, content, and services of Simply Catholic Connect, and Licensee’s use and enjoyment of such archives, content, and services via a digital platform and any other services provided under this Agreement and orders placed pursuant to this Agreement.

1. Subscription.

OSV holds the copyrights or licenses to distribute and sublicense certain news materials and content, including, without limitation, OSV News, Real + True, OSV Archives, OSV Podcasts, OSV Talks, and other content added by OSV from time to time (collectively, the “OSV Content”). Licensee hereby subscribes and orders and agrees to pay to OSV an annual subscription and license fee for certain usage rights relating to the OSV Content as set forth in the Schedule, Order, or Order Form (together, “Schedule”) executed by OSV and Customer attached to or that references this Agreement that identifies the type of subscription being procured under the terms and conditions of this Agreement (“Licensed Material”). Ownership of OSV’s copyrights and any other intellectual property rights in any of the Licensed Material is not being transferred to Licensee and remains with OSV or the copyright holder that has licensed the use of the Licensed Material to OSV.

2. Grant of Rights.

Subject to the terms and limitations in this Agreement, OSV grants to Licensee:

(a) With a subscription, the non-exclusive right to publish in print and digital form on Licensee’s organization communications channels.

3. Limitations and Restrictions on Use.

(a) With any subscription, Licensee shall not reproduce or distribute any Licensed Material in any manner not expressly allowed by this Agreement or any other agreement made in writing by OSV pursuant to this Agreement in OSV’s sole discretion. With any subscription, Licensee will make no other use of Licensed Material other than those specifically licensed to it pursuant to this Agreement, unless OSV grants prior written approval for other use of Licensed Material in its sole discretion.

(b) Licensee will abide by any and all use restrictions and rules established by OSV from time to time in its sole discretion including, without limitation, the Usage Rules in Section 4 of this Agreement. Without limiting the foregoing or the Usage Rules in Section 4, prohibited uses of Licensed Material by Licensee include, without limitation, use for any promotional purpose or in any advertisement except if included in images used in ads by Licensee to promote its communication channels. Licensee shall only use the Licensed Material in the communication and editorial operations of the Licensee or, with restrictions described in the Usage Rules in Section 4, in the communication work of other diocesan or church offices of the Licensee.

(c) Licensee will not assign or transfer any or all of its rights in the Licensed Material to any other person or entity without the prior written consent of OSV, which may be withheld in its sole discretion.

(d) Licensee shall not, without prior written permission from OSV, store any or all of the Licensed Material in any manner except as provided by the Usage Rules in Section 4. Any permitted storage or research functions shall be performed only by Licensee’s staff in accordance with the terms in paragraph 2(b) of this Agreement.

(e) Licensee may not alter any written or visual Licensed Material in such a way that materially alters the meaning communicated by the Licensed Material, but Licensee may edit for length, correct typographical errors and incorporate Licensed Material into its own stores with proper attribution. Altering the meaning of editorial content

of any Licensed Material shall be a breach of this Agreement.

4. OSV Usage Rules. OSV's acceptance of the subscription and grant of the license to use the Licensed Material during the term of this Agreement is subject to and conditioned upon Licensee's full compliance with all of the following rules:

- Licensee must be an OSV client with a paid subscription to the Licensed Material.
- Licensee must have executed and delivered to OSV this Subscription and License Agreement which remains in effect.
- Licensee must use the Licensed Materials in print, digital or other media channels for editorial use only.
- Licensee must honor and recognize the copyrights and restrictions of OSV and other content providers
- Licensee must include a notice of copyright in general where Licensed Materials are used.
- Licensee must not archive or retain any content published by OSV in a publicly searchable database outside of Licensee's rights as a publisher without written consent of OSV, which may be withheld in its sole discretion.
- OSV encourages digital preservation of client papers or periodicals containing OSV content used in compliance with the usage rules.

5. Warranties; Representations and Covenants.

(a) OSV warrants and represents that (1) either OSV holds the copyrights in the Licensed Material or has a license for reproduction and distribution from the copyright holder; and (2) OSV is a corporation duly organized, validly existing and in good standing under the laws of the Indiana with full corporate power and authority to execute and perform this Agreement.

(b) Licensee warrants and represents that (1) Licensee shall not publish, edit, add to, modify or use any of the Licensed Material in a manner which shall infringe or violate any civil right or any right of privacy (including, without limitation, the right to be free from defamation) or property, or any other right of any person or entity, including without limitation, and common law right or any copyright, trademark, trade name, literary, artistic, dramatic or any other right, (2) Licensee is a corporation or other legally recognized entity or a subsidiary of a corporation or a legally recognized entity duly organized, validly existing and in good standing under the laws of state in which the Licensee is based, (3) Licensee has the full power and authority to execute and perform this Agreement, and (4) Licensee shall credit OSV as the source of the Licensed Material (except that for Licensed Material licensed by OSV from others, OSV shall specify the form of credit for material licensed from others) as follows:

(1) Licensee shall credit Simply Catholic Connect in general where Licensed Materials are used.

(2) Credit for any Licensed Material distributed by Licensee over radio, television or internet broadcast shall be included;

(3) Credit for distribution of the Licensed Material on any website or any other digital use shall adhere to Simply Catholic Connects crediting guidelines. Material from Simply Catholic Connect may not be published, broadcast, rewritten or otherwise distributed except in the usage of Licensee's communication channels, including but not limited to, such means as framing or any other digital copying or distribution method in whole or in part, without the prior written authority of OSV.

6. Indemnification.

(a) OSV shall indemnify and hold harmless Licensee from and against any loss, damage, claim, demand, action, and expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered by Licensee resulting from any breach of any representation or warranty made by OSV in this Agreement.

(b) Licensee indemnifies and holds harmless OSV from and against any loss, damage, claim, demand, action, and expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered by OSV resulting

from (i) any breach of any representation or warranty made by Licensee, (ii) any violation by Licensee of the usage rules, restrictions, and other terms of this Agreement, and (iii) from any access to the Digital Archive (as defined in Section 7 herein) by any persons other than Authorized Users (as defined in Section 7 herein) through its Designated Domains or any improper use of the Digital Archive by Licensee's Authorized Users; provided that Licensee will not be responsible for unauthorized use of the Digital Archive if (i) such use is without the express or implied consent of the Licensee; (ii) the Licensee promptly notifies OSV of any such unauthorized use of which it becomes aware; and (iii) the Licensee takes all reasonable steps to cause cessation of such activity in a timely manner.

(c) The indemnifying party shall have the right to defend such claims at its own expense if the indemnifying party agrees in writing to assume the defense in a timely manner. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

(d) The indemnification obligations of the parties shall survive any termination of this Agreement for any reason.

7. Digital Archive; Access; Limitation of Liability.

(a) OSV shall provide access to the Licensed Material by granting Licensee access to the Simply Catholic Connect website (the "Digital Archive"). For purposes of this Agreement, "Authorized Users" shall consist solely of employees and personnel of the specific legal entity identified as the Licensee in the Subscription Information based in the country(ies) identified in the Subscription Information. This Agreement does NOT permit use of the Digital Archive at affiliates (e.g., subsidiaries or other related organizations) or offices outside the country(ies) identified in the Subscription Information. Each affiliate of Licensee must enter into a separate license agreement with OSV. OSV reserves the right to refuse to grant a license to any organization claiming a range of IP addresses that, in the sole opinion of OSV, represents more than one organization.

(b) OSV and its licensors retains exclusive ownership of all portions of the Digital Archive and all copyrights and other proprietary rights therein or related thereto, whether or not specifically recognized or perfected under local applicable law. The Digital Archive and its contents are protected by United States copyright laws. Any changes or improvements to the Digital Archive's architecture, functionality, programming or content suggested by or on behalf of Licensee will be the property of OSV and Licensee assigns all rights therein to OSV. OSV reserves all rights not expressly granted to Licensee and its Authorized Users in this Agreement. Without limitation to the foregoing, no license is granted hereunder to utilize any trademark related to OSV News or the Digital Archive; provided that OSV acknowledges that nominative fair use of the name "OSV News" is permitted by law.

(c) OSV will use commercially reasonable efforts to make OSV's server hosting the Digital Archive available for access by the Licensee through the Internet on a 24-hour basis, excluding normal network administration and system down time, but OSV does not warrant that the access to the Digital Archive will be uninterrupted or error-free. If accessibility to the Digital Archive is suspended or interrupted, OSV's sole responsibility will be limited to use commercially reasonable efforts to restore such accessibility in a reasonably timely manner.

(d) NO WARRANTIES. THE DIGITAL ARCHIVE IS PROVIDED "AS IS" AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

(e) LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL OSV BE LIABLE IN ANY ACTION OR PROCEEDING BASED ON THE DIGITAL ARCHIVE OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT (IRRESPECTIVE OF THE LEGAL THEORY ASSERTED) FOR (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, OR (B) ANY AMOUNT EXCEEDING THE SUBSCRIPTION FEE ACTUALLY RECEIVED BY OSV FROM LICENSEE FOR THE ONE YEAR TERM IN WHICH SUCH LIABILITY ARISES.

While this Agreement governs Licensee's rights to publish the Licensed Material provided by OSV pursuant to this Agreement, Licensee is not required to publish any of the Licensed Material.

8. Subscription Fees; Term.

(a) Unless otherwise agreed in writing by OSV in its discretion in the Order Form or Schedule relating to this Agreement, the initial term of this Agreement shall be one (1) year beginning at the date of acceptance of this agreement ("Acceptance Date"). For the purposes of this Agreement, the "Acceptance Date" shall mean the later of the dates that this Agreement has been executed by OSV and Licensee, as indicated by the electronic signature timestamp. For the initial term, Licensee shall pay an annual subscription fee in accordance with the Schedule.

(b) For the initial term and each year thereafter, no later than October 1 of the preceding year, OSV shall provide to Licensee notice of OSV's annual rate, which shall become effective on January 1 of that following calendar year. After initial term, this Agreement will renew for subsequent periods of one (1) year each at OSV's then applicable annual subscription fee unless Licensee terminates its subscription on or before the end of the current subscription year or OSV otherwise agrees in writing in its discretion in the Order Form or Schedule relating to this Agreement.

(c) Any Licensee which circulates in more than one diocese, and which contains content different in each diocese, fulfills the function of a local newspaper, and each of these Licensees is a separate Licensee that must obtain a separate license agreement from OSV for OSV products and services.

(d) OSV reserves the right to charge Licensee interest at a rate of 12 percent per year on any payment not made within 30 days of the date due.

9. Termination.

OSV may terminate this Agreement at any time without cause by providing at least ninety (90) days prior written notice to Licensee. In the event OSV exercises the foregoing right to terminate without cause and the effective date of termination is a date other than an anniversary of the commencement date, OSV will refund to Licensee a prorated portion of any prepaid Subscription Fee. In addition, either party may terminate this Agreement in the event the other party is in material breach of this Agreement and such breach is not cured within fourteen (14) days after the terminating party has provided the breaching party with notice of such breach. In the event OSV terminates this Agreement due to an uncured breach by Licensee, no refund of any prepaid Subscription Fees will be provided and any unpaid part of the Subscription Fees for the remainder of the year should be immediately due and payable by Licensee. Upon any termination of this Agreement, Licensee shall have no rights to use any of the Licensed Material and Licensee shall make no further use of the Licensed Material. The parties indemnification obligations shall survive any termination of this Agreement.

10. Notices.

All notices or approvals required or permitted to be given to a party under this Agreement must be given in writing, and sent by nationally recognized overnight nationwide courier service such as UPS or FedEx, to the addresses for the such party set forth in the digital system, or to such other address as such party may specify in a written notice given in accordance herewith. All such notices will be effective upon the date of delivery, as indicated by the date specified on the return receipt delivered by the post office, in the tracking records of the courier service or on the printed facsimile transmission confirmation.

11. No Assignment.

This Agreement is personal to Licensee and will not be assignable by Licensee, without the prior written consent of OSV which may be withheld in its discretion. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon any person other than the parties and their successors and permitted assigns any right, remedy or claim under or by reason of this Agreement.

12. Modification, Amendment; Waiver.

This Agreement may be modified or amended only by a written instrument duly executed by both parties hereto. Waiver by OSV of any particular default by Licensee shall not be construed as limiting the further exercise by OSV's rights under this Agreement.

13. Expenses, No Joint Venture.

Nothing contained herein shall constitute a partnership between or joint venture by the parties hereto or constitute either party the agent of the other.

14. Governing Law.

This Agreement has been made in the Indiana, and any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the Indiana. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or local court located in the State of Indiana.

15. Entire Agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior written or oral negotiations, commitments, agreements, arrangements and understandings between OSV and Licensee.