

IMBC Educator Pro™ Terms and Conditions

Ad Fontes Media, Inc. ("Company") provides the digital service and data set known as IMBC Educator Pro ("Service"). By purchasing the Service, you ("Customer") agree to abide by the following terms and conditions:

1. Term

1.1 Access to the Service is valid for one year from the date of purchase ("Service Term"). After such date, Customer may continue to use data downloaded during the Service Term under the terms of this agreement but is not permitted to represent to third parties that such data represents current Company data.

2. Access

2.1 Purchase of the Service entitles Customer to provide access to each of the students, faculty, and staff ("Customer's Agents") associated with the Customer's institution. Access to the Service may be provided in one of several ways depending on the Customer's particular needs and may include access via the Ad Fontes Media website or (<u>https://adfontesmedia.com</u>) or through authentication via one or more of the Customer's institutional websites as mutually determined by Company and Customer

3. Non-Commercial Use

3.1 Customer and Customer's Agents are expressly permitted to use the data set for educational, research and other non-commercial purposes, including for classroom instruction, research projects by students or faculty, and individual refence. Any other uses by Customer and Customer's Agents must be approved by Company and specifically included in a written amendment to these Terms and Conditions.

3.2 Customer and Customer's Agents may use the digital service and data set to compile and/or create derivative reports and data visualizations for educational, research and non-commercial purposes, subject to the prohibitions in paragraph 5.

3.3 Customer and Customer's Agents may, but are not required to, cite and/or reference its use of Ad Fontes Media, IMBC Educator Pro, the Media Bias Chart,

and Ad Fontes Media's logos in its external commercial communications regarding Customer's products and services.

4. Intellectual Property

4.1 The Service includes non-exclusive licenses to use Company's logos and trademarks for the purposes of the citations and/or references described in paragraph 3.3 for the duration of the Service Term.

4.2 Company's intellectual property, including copyrights, trademarks, patents, trade secrets, and data remain the sole property of Company.

5. **Prohibited Uses**

5.1 Customer and Customer's Agents may not: a) republish Ad Fontes Media's data such that it may be viewed directly by third parties external to the customer; b) resell Company's data or c) create data visualizations substantially resembling Company's Media Bias Chart®.

5.2 Customer and Customer's Agents are not permitted to use Company's data to purposely favor or promote identified misinformation and disinformation sites or purposely target the users thereof. Any such use of Company's data will result in immediate termination of the Service without refund.

5.3 Customer and Customer's Agents are not permitted to use Company's data to train any artificial intelligence (AI) and/or machine learning (ML) software programs (i.e., models) to create reliability and/or bias scores for news content.

6. Termination due to breach

6.1 In the event of a breach of these Terms and Conditions by Customer and Customer's Agents, Company reserves the right to immediately terminate to the Service prior to the end of the Service Term. If Company reasonably believes the breach is curable by Customer (and at the discretion of Company), Company may notify Customer about the breach and provide a 30-day period to cure prior to termination.