

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING “ACCEPTED AND AGREED TO,” JOURNALIST AGREES TO THESE TERMS AND CONDITIONS.

These Terms of Service constitute an agreement (this “Agreement”) by and between Northwestern University, an Illinois non-profit corporation having a principal office at 633 Clark Street, Evanston, Illinois 60208 (“Northwestern”) and Journalist (defined below). This Agreement is effective as of the date Journalist clicks “Accepted and Agreed To” (the “Effective Date”). Journalist’s use of and Northwestern’s provision of Northwestern’s Platform are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON JOURNALIST’S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND JOURNALIST TO THESE TERMS AND CONDITIONS.

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. “Content” means all materials, documents, or other works of authorship provided to or made available to Northwestern by the Journalist or on Journalist’s behalf.
- 1.2. “Journalist” means collectively, the individual journalist who agrees to these terms, as well as the media organization that employs journalist, or if the journalist is not an employee, the media organization of which journalist is an agent.
- 1.3. “Platform” means Northwestern’s Global Online Deepfake Detection System (GODDS) and any accompanying software or documentation.

2. THE PLATFORM.

- 2.1. Use of the Platform. During the Term, Journalist may access and use the Platform solely for the purpose of assisting Journalist with evaluating whether a digital artifact (audio, video or image file) is likely or unlikely to be a deepfake.
- 2.2. Platform Revisions. Northwestern may revise Platform features and functions at any time, including without limitation by removing such features and functions or reducing service levels.

3. USE OF CONTENT.

3.1. Management of Content.

- (a) *Limited Use.* Northwestern shall not access, process, or otherwise use Content other than as necessary to facilitate the Platform or to improve or modify the Platform.
- (b) *Risk of Exposure.* Journalist recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Platform, Journalist assumes such risks. Northwestern offers no representation, warranty, or guarantee that Content or any other data or information provided by journalist will not be exposed or disclosed

through errors or the actions of third parties.

- 3.2. Data Accuracy. Northwestern will have no responsibility or liability for the accuracy of data uploaded to the Platform by Journalist, including without limitation any Content.
- 3.3. Erasure. Northwestern may permanently erase Content if Journalist's account is suspended or terminated for 30 days or more, without limiting Northwestern's other rights or remedies.

4. JOURNALIST'S RESPONSIBILITIES & RESTRICTIONS.

- 4.1. Restrictions on Use. Journalist shall not and shall not permit any third to: (a) use the Platform for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Platform; (b) provide Platform passwords or other log-in information to any third party; (c) share non-public Platform features or content with any third party; (d) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Platform; (e) modify, translate, adapt, alter, or create derivative works from the Platform; (f) access the Platform in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Platform, or to copy any ideas, features, functions or graphics of the Platform; (g) engage in web scraping or data scraping on or related to the Platform, including without limitation collection of information through any software that simulates human activity or any bot or web crawler; or (h) upload or install any malicious code into the Platform. **UNDER NO CIRCUMSTANCES SHALL JOURNALIST UPLOAD OR OTHERWISE PROVIDE ANY CONTENT THAT CONTAINS SEXUALLY EXPLICIT IMAGES OF CHILDREN, PORNOGRAPHY, OR IMAGES OF EXTREME VIOLENCE.** If Northwestern suspects any breach of the requirements of this Section 4.1, Northwestern may suspend Journalist's access to the Platform without advanced notice, in addition to such other remedies as Northwestern may have. This Agreement does not require that Northwestern take any action against Journalist or other third party for violating this Agreement, but Northwestern is free to take any such action it sees fit.
- 4.2. Unauthorized Access. Only the individual who has entered into this Agreement on behalf of Journalist may access or use the Platform. Journalist shall take reasonable steps to prevent unauthorized access to the Platform, including without limitation by protecting its passwords and other log-in information. Journalist shall notify Northwestern immediately of any known or suspected unauthorized use of the Platform or breach of its security and shall use best efforts to stop said breach.
- 4.3. Liability. Journalist is responsible and liable for any use of the Platform through Journalist's account, whether authorized or unauthorized.

5. IP & FEEDBACK.

- 5.1. IP Rights to the Platform. As between Northwestern and Journalist, Northwestern retains all right, title, and interest in and to the Platform, including without limitation all software used to provide the Platform and all graphics, user interfaces, logos, and trademarks reproduced through the Platform. This Agreement does not grant Journalist any intellectual property license or rights in or to the Platform or any of its components, except to the limited extent that such rights are necessary for Journalist's use of the Platform as specifically authorized by this Agreement. Journalist recognizes that the Platform and its components are protected by copyright and other laws.

- 5.2. Feedback. Northwestern has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Journalist gives Northwestern, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Northwestern's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Journalist. Feedback will not be considered Journalist's trade secret. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Northwestern's products or services.)

6. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items Northwestern discloses to Journalist: (a) any document Northwestern marks "Confidential"; and (b) any other nonpublic, sensitive information Journalist should reasonably consider to be a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Journalist's possession at the time of disclosure; (ii) is independently developed by Journalist without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Journalist's improper action or inaction; or (iv) is approved for release in writing by Journalist. Journalist is on notice that the Confidential Information may include Northwestern's valuable trade secrets.

- 6.1. Nondisclosure. Journalist: (a) shall not disclose Confidential Information to any employee of Journalist unless such person executes a nondisclosure agreement with Journalist with terms no less restrictive than those of this Article 6; and (b) shall not disclose Confidential Information to any other third party without Northwestern's prior written consent. Without limiting the generality of the foregoing, Journalist shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Journalist shall promptly notify Northwestern of any misuse or misappropriation of Confidential Information that comes to Journalist's attention. Notwithstanding the foregoing, Journalist may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Journalist shall give Northwestern prompt notice of any such legal or governmental demand and reasonably cooperate with Northwestern in any effort to seek a protective order or otherwise to contest such required disclosure, at Northwestern's expense.
- 6.2. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 6.1 above (*Nondisclosure*) will terminate two (2) years after the date of disclosure; provided that such obligations related to Confidential Information constituting Northwestern's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Journalist shall return all copies of Confidential Information to Northwestern or certify, in writing, the destruction thereof.
- 6.3. Injunction. Journalist agrees that: (a) no adequate remedy exists at law if it breaches any of its obligations in this Article 6; (b) it would be difficult to determine the damages resulting from its breach of this Article 6, and such breach would cause irreparable harm to Northwestern; and (iii) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that Northwestern prove actual damage or post a bond or other security. Journalist waives any opposition to such injunctive relief or any right to such proof, bond, or other security. (This Section 6.3 does not limit either party's right to injunctive relief for breaches not listed.)
- 6.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Northwestern will retain all right, title, and interest in and to all Confidential

Information.

7. REPRESENTATIONS & WARRANTIES.

- 7.1. Journalist warranties. Journalist represents, warrants and covenants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Platform; and (c) its provision of the Content will not violate applicable law or the rights of any third party.

- 7.2. Warranty Disclaimers. JOURNALIST ACCEPTS THE PLATFORM ON AN “AS IS,” AND “AS AVAILABLE” BASIS, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) NORTHWESTERN HAS NO OBLIGATION TO INDEMNIFY OR DEFEND JOURNALIST OR OTHER USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) NORTHWESTERN DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) NORTHWESTERN DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CONTENT WILL REMAIN PRIVATE OR SECURE; AND (d) NORTHWESTERN MAKES NO WARRANTY OF ANY KIND RELATED TO THE RESULTS OF JOURNALIST’S USE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES THAT SUCH RESULTS ARE ACCURATE OR FIT FOR ANY PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL NORTHWESTERN BE LIABLE TO JOURNALIST OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, WHETHER DIRECT OR INDIRECT, ARISING FROM THE RESULTS OF JOURNALIST’S USE OF THE PLATFORM.

8. INDEMNIFICATION. Journalist shall defend, indemnify, and hold harmless Northwestern and the Northwestern Associates (as defined below) against any “Indemnified Claim,” meaning any government fine or any third party claim, suit, or proceeding arising out of or related to Journalist’s alleged or actual use of, misuse of, or failure to use the Platform. Journalist’s obligations set forth in this Article 8 include, without limitation: (i) settlement at Journalist’s expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys’ fees incurred before Journalists’ assumption of the defense (but not attorneys’ fees incurred thereafter). If Journalist fails to assume the defense on time to avoid prejudicing the defense, Northwestern may defend the Indemnified Claim, without loss of rights pursuant to this Article 8. Northwestern will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or a Northwestern Associate admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation. (“Northwestern Associates” are Northwestern’s officers, trustees, directors, shareholders, parents, subsidiaries, employees, agents, students, successors, and assigns.)

9. LIMITATION OF LIABILITY.

- 9.1. Dollar Cap. NORTHWESTERN’S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED UNITED STATES OF AMERICA DOLLARS

(\$100).

- 9.2. Excluded Damages. IN NO EVENT WILL NORTHWESTERN BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 9.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 8 APPLY TO THE BENEFIT OF NORTHWESTERN ASSOCIATES, AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF NORTHWESTERN IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF JOURNALIST'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE. Journalist acknowledges and agrees that Northwestern has entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages set forth herein and that such terms form an essential basis of the bargain between the parties. For the avoidance of doubt, Northwestern's liability limits and other rights set forth herein apply likewise to Northwestern's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

10. TERM & TERMINATION.

- 10.1. Term. The term of this Agreement (the "Term") will commence on the Effective Date and continue for one year. Thereafter, the Term will renew for successive 30 day periods, unless either party refuses such renewal by written notice 30 or more days before the renewal date.
- 10.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.
- 10.3. Termination for Convenience. Either party may terminate this Agreement for convenience by providing the other party with 30 days prior written notice.
- 10.4. Effects of Termination. Upon termination of this Agreement, Journalist shall cease all use of the Platform. The following provisions will survive termination or expiration of this Agreement: (a) Articles and Sections 5 (*IP & Feedback*), 6 (*Confidential Information*), 7.3 (*Warranty Disclaimers*), 8 (*Indemnification*), and 9 (*Limitation of Liability*); and (b) any other provision of this Agreement that must survive to fulfill its essential purpose.

11. MISCELLANEOUS.

- 11.1. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 11.2. Notices. Northwestern may send notices pursuant to this Agreement to Journalist's email contact points provided by Journalist, and such notices will be deemed received 24 hours after they are sent. Journalist may send notices pursuant to this Agreement to nsail@northwestern.edu, and such notices will be deemed received 72 hours after they are sent.
- 11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute

a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

- 11.4. Assignment & Successors. Journalist may not assign this Agreement or any of its rights or obligations hereunder without Northwestern's express written consent.
- 11.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 11.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 11.7. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of Illinois, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Cook County Illinois. This Section 11.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- 11.8. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 11.9. Technology Export. Journalist shall not: (a) permit any third party to access or use the Platform in violation of any U.S. law or regulation; or (b) export any software provided by Northwestern or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Journalist shall not permit any third party to access or use the Platform in, or export such software to, a country subject to a United States embargo.
- 11.10. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 11.11. Amendment. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party.