NEWSGUARD TECHNOLOGIES, INC.
25 West 52nd Street, 15th Floor
New York, New York 10019

Venice, 12 July, 2022

Università Ca' Foscari Venezia
Dipartimento DAIS
Via Torino 155- 30172 Mestre
Venezia- Italia

RE: NewsGuard Data License for Use by Non-Profit Entities

This letter memorializes the agreement between **NewsGuard Technologies, Inc**. ("NewsGuard") and **Università Ca' Foscari Venezia - Dipartimento DAIS ("DAIS")** ("Licensee") for Licensee to access certain NewsGuard proprietary data and technology which aims to help consumers distinguish legitimate news and information websites from those that provide unreliable or false information by providing ratings and Nutrition Labels for news and information websites consumed and shared online, as well as "Misinformation Fingerprints" cataloguing the top hoaxes circulating online (the "Data").

Licensee agrees to use the Data acquired from Sponsor and identified as confidential or proprietary at the time of disclosure only in performing the services of this Agreement and not to disclose to any third party any Data.

The obligation to protect Data shall not apply to any information that:

1. is already in the possession of, or is independently developed by Licensee;
2. becomes publicly available other than through breach of this provision;
3. is received from a third party with authorization to make the disclosure;
4. is released with NewsGuard's written consent;
5. or is required to be released by legal process or other legal authority.

The terms of the Agreement are as follows:

1. NewsGuard will make the Data available to Licensee for a One Year Term for a fee of **Euro 13,000.00**. Licensee shall use the Data for the following defined research project: studying online misinformation during the One Year Term.

2. Licensee will prominently credit NewsGuard in any research or publication that relied on the Data.

3. NewsGuard will be able to see and comment on how NewsGuard data is used, described and displayed in this project.

4. Licensee may use the Data for other research projects throughout during the One Year Term, provided that Licensee informs NewsGuard in writing of the manner in which the Data is intended to be used, it being understood that any such additional use shall be at NewsGuard's sole discretion and may require an additional license fee.

5. Licensee shall not transfer or sublicense the Data to any other person or entity outside of Licensee. In no event will Licensee permit the Data to be used in any way not specifically authorized by NewsGuard under this Agreement or to be distributed published, copied, broadcasted, reproduced, ported, or otherwise routed to any third party in any way not authorized herein, or as required for the research.

6. The Data shall not be used by Licensee for the purposes of any research funded directly or indirectly by or endeavored directly or indirectly on behalf of any for-profit corporation or government agency without the express prior, written approval of NewsGuard, it being understood that such use shall be at NewsGuard's sole discretion and may require an additional license fee.

7. Licensee and NewsGuard may agree to issue a joint press release describing how Licensee is using NewsGuard's Data and why it has decided to use said data. The parties shall use reasonable efforts to use mutually agreeable language and such press release may be issued within ten days of the first public use of the Data in this manner.

8. Licensee recognizes that the Data and technology are valuable assets of NewsGuard, developed by the expenditure of considerable work, time and money, and are protected by various intellectual property rights in each of the Data ("NewsGuard Intellectual Property"). Nothing herein serves to transfer any existing rights to any existing intellectual property.

9. NewsGuard hereby grants to Licensee a limited, non-exclusive license to use the Data strictly for the purposes set forth above and for no other purpose. Nothing in this agreement confers or implies any other rights, including the right to market the Data.

This agreement shall be effective July 20, 2022 and terminate in twelve (12) months unless renewed by both parties. Licensee shall pay NewsGuard the license fee within fifteen business days of the date of this agreement (by August 3, 2022). NewsGuard will transfer the data to Licensee within five (5) business days of contract execution. Either party may terminate this agreement for convenience by providing the other party 30 days written notice. In the event of termination or expiration, Licensee shall delete or otherwise destroy the Data (pursuant to NewsGuard's written election) and shall confirm the same upon NewsGuard's written request.

The invoice must contain the following numbers:
CIG: ZF236E42BF
CUP: H79C20001030006- EUMEPLAT
Our Vat Number: IT00816350276
VAT is not to be included as per the Italian Law: art. 72 DPR 633/1972 for this EUMEPLAT project.
Payment after receiving NewsGuard's invoice.

Licensee shall not use any of NewsGuard's trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with Licensee, and Licensee acknowledges that it has no ownership rights in and to any of these names and marks. Nothing herein shall restrict either party's right to disclose the existence of this Agreement, the identity of the parties, or the nature and scope of the project.

Please confirm your agreement by signing below.

Sincerely,

Sarah Brandt
Executive Vice President, Partnerships
NewsGuard Technologies

Agreed:

Fabiana Zollo
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