

REGISTRATION AGREEMENT

This **REGISTRATION AGREEMENT** ("Agreement") is made as of **January 17, 2017** (the "Effective Date"), by and between **TURNITIN, LLC**, a California limited liability company ("Turnitin") and **BOARD OF EDUCATION OF TRIGG COUNTY** ("Institution" or "Customer").

In the event of any inconsistency, ambiguity or conflict between the terms and conditions of the Registration Agreement (including Exhibit A) and the terms and conditions of Exhibit B, Data Security Rider, the terms and conditions of the Registration Agreement (including Exhibit A) shall govern to the extent allowable under Kentucky law.

1. OVERVIEW. Turnitin has developed and operates a unique service that allows educational institutions to check student work for possible textual matches against Internet-available resources and its own proprietary database (the "Service"). Institution desires to protect and promote academic integrity in its curriculum and students and wishes to subscribe to the Service as a tool for detecting and preventing plagiarism.

2. SERVICES LICENSE GRANT. During the Term and subject to Institution's compliance with the terms and conditions of this Agreement, Turnitin hereby grants to Institution a non-transferable, non-exclusive license to use the Service. This license shall extend to instructors employed by the Institution ("Instructors"), but only for their use in classes offered through Institution and provided that Instructors shall be subject to the terms and conditions of this Agreement and shall be bound by its provisions as members of Institution. Institution shall be responsible for ensuring their Instructors comply with the terms of this Agreement. No other license is granted by implication, estoppel or otherwise.

3. USE OF SERVICE. With respect to use of the Service, Institution shall:

- a. abide by the Acceptable Use Policy set forth in the Usage Policy for the Turnitin.com site, incorporated herein by this reference, as may be revised by Turnitin from time-to-time. Any such revisions to the Acceptable Use Policy will be posted on the Turnitin.com site. Continued use of the Service shall constitute Institution's and its Instructors' acceptance of future revisions to the policy;
- b. use the Service only in connection with classes offered in its own curriculum, to its own students ("Students") for the purpose of submitting Student work for evaluation and shall not rent, lease or provide access to or benefits from the Service to any other institution or individual;
- c. use reasonable efforts to retain the confidentiality of any Service passwords;
- d. not make statements to Students that Institution is using the Service in a given class when such class is not registered (Note: even within a particular class using the Service, for purposes of fairness and equal application, Turnitin strongly recommends requiring Student submission of all papers rather than submission by Instructors only of papers singled out by Instructor);
- e. consider Turnitin's strong recommendation that the course syllabus of each course making use of the Service carry a notice substantially to the effect of the following: "Students agree that by taking this course all required papers may be subject to submission for textual similarity review to Turnitin.com for the detection of plagiarism. All submitted papers will be included as source documents in the Turnitin.com reference database solely for the purpose of detecting plagiarism of such papers. Use of the Turnitin.com service is subject to the Usage Policy posted on the Turnitin.com site." If use of the Service is instituted after distribution of the syllabus, then Institution shall consider Turnitin's strong recommendation that equivalent written notice is provided by the Instructor to the Students;
- f. consider Turnitin's strong recommendation that students enrolling at Institution receive clear notice similar to paragraph 3(e) above in their student handbook or comparable communication at the time of enrollment; and, Turnitin may, in its sole discretion, suspend Institutions or any of its Instructor's or Student's access to the Service to (i) prevent damages to, or degradation of, the Service; (ii) comply with any law, regulation, court order, or other governmental request; (iii) otherwise protect Turnitin from potential legal liability; or (iv) address a breach of the Acceptable Use Policy set forth in the Usage Policy for the Turnitin.com site. Turnitin shall use reasonable efforts to provide Institution with notice prior to or promptly following any suspension of the Service. Turnitin shall restore access to the Service as soon as the event giving rise to suspension has been resolved.

4. SIMILARITY REPORTS AND SOURCE DATABASE. With respect to reports evaluating textual sources ("Similarity Reports") and the database of source documents ("Source Database"), Institution agrees:

- a. to maintain any Turnitin's notices (including legal notices relating to Turnitin's proprietary rights (e.g., copyright and trademark notices) and disclaimer on the Similarity Reports;
- b. to exercise its independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in a submitted paper under the acknowledgement and understanding that the Similarity Reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism;
- c. any disclosure of an Similarity Report to any third party is at the Institution's own risk; and,
- d. all papers submitted by Institution and/or its Instructors and Students shall be retained in the Source Database solely for the purposes of using such papers as source material to detect potential plagiarism of such papers in the future, for access by the instructor as an archive of submitted work, and for peer review if the instructor enables such option, except as expressly authorized by Students and/or Instructors.

5. TURNITIN OBLIGATIONS. Turnitin agrees to:

- a. enable Instructors and/or account administrators to create Instructor accounts and enable Students to create Student accounts in the Service, subject to their agreement to be bound by and adherence to, as applicable, this Agreement, and the Usage Policy on the Turnitin.com Site;

- b. create an Similarity Report for each submitted paper and to use reasonable efforts to make such Similarity Report available online for a period of one hundred and eighty (180) days after the set archive date for a class, with subsequent access, as available, to be provided via request to www.turnitin.com/help;
- c. use reasonable efforts to protect the security of accounts, passwords and the Source Database;
- d. comply with the then current Privacy Policy posted on the Turnitin site, incorporated herein by this reference.

6. OWNERSHIP. As between the parties, subject to the licenses granted herein and the underlying ownership rights of Students in and to the submitted papers, Turnitin owns all rights in and to the Service and all materials created by the Service, including the format of Similarity Reports, and all intellectual property rights related thereto. With the exception of the limited license granted in Section 2, nothing contained herein shall be construed as granting Institution, Instructors, or Students any right, title, or interest in Turnitin's intellectual property or proprietary information. All rights in such items are expressly reserved to Turnitin.

7. PRICING AND PAYMENT. Pricing shall be per Turnitin's Service Pricing Agreement ("SPA"), incorporated herein as Exhibit A. The SPA shall also include the maximum usage of the Service permitted to Institution and Institution agrees not to exceed such usage without purchasing additional usage as per the SPA. All payments are due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by Kentucky law.

8. SUPPORT. Turnitin shall provide reasonable email and phone support to Institution via Institution's sole appointed primary account administrator during Turnitin's normal support hours, with any additional support provided according to the terms of an Additional Support Agreement to be entered into by the parties.

9. TERM AND TERMINATION.

- a. **Term.** The term ("Term") of this Agreement shall consist of an initial Term and any renewal Terms. The initial Term of this Agreement shall commence on the date set forth in the SPA and extend for a period of one (1) year or for the period of time specified in the SPA. Thereafter, the Agreement may be renewed on the mutual agreement of the parties for additional one (1) year renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be presented with reminders when logging onto the Service regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the renewal Term will be subject to the mutual agreement of the parties.
- b. **Termination for Breach.** In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.
- c. **Survival.** Sections 3(d), 4, 5(c)-(d), 6, and 9-13 shall survive any expiration or termination of this Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

10. AVAILABILITY. Turnitin shall use commercially reasonable efforts to make the Service available for access over the Internet at least 98% of the time during each month of the Term, except for scheduled maintenance and repairs, failures related to Institution's systems and Internet access, and any interruption in the Service due to causes beyond the control of Turnitin or that are not reasonably foreseeable by Turnitin, including, without limitation: loss or theft of data; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failure; failures or default of third party software, vendors, or products; and communications, network/internet connection, or utility interruption or failure. In the event Turnitin fails to achieve the foregoing availability requirement, Turnitin shall use commercially reasonable efforts to correct such loss or interruption as quickly as practicable.

11. WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY AND LIABILITY CAP

- a. **Warranty.** Turnitin warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third party content) does not infringe the intellectual property rights of any third party. During the Term, Turnitin warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on Turnitin's site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Service is limited in scope by a finite database of material with which to compare a submitted work, a search process that might not have indexed the material that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that Reports indicate the possibility of textual matches only and that the actual determination of plagiarism is a matter subject to the professional judgment of Institution acting alone.
- b. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 11(a) ABOVE, THE SERVICE (INCLUDING THE SIMILARITY REPORTS) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICE WILL BE TIMELY, SECURE OR ERROR-FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY KENTUCKY LAW.
THE SERVICE IS ACCESSED AND USED OVER THE INTERNET. INSTITUTION ACKNOWLEDGES AND AGREES THAT

TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE INSTITUTION'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

- c. **Limitation of Liability.** REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY KENTUCKY STATE LAW, INSTITUTION AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICE; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF A SIMILARITY REPORT TO ANY THIRD PARTY, OR (III) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
- d. **Liability Cap.** TO THE EXTENT ALLOWED BY KENTUCKY STATE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID TO TURNITIN BY INSTITUTION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVEN RISE TO LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS TURNITIN'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.
- e. **Third-Party Products.** In connection with the Service, Turnitin may make available to user, or Customer may separately license certain third party products (collectively, the "Third Party Products"). Except as otherwise provided in the third party licensor's license agreement, if any, accompanying the Third Party Products, Customer shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third Party Products solely in connection with the Services. EXCEPT AS OTHERWISE PROVIDED IN THE THIRD PARTY LICENSOR'S LICENSE AGREEMENT, IF ANY, ACCOMPANYING THE THIRD PARTY PRODUCTS, THE THIRD PARTY PRODUCTS ARE PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND AND TURNITIN AND THE THIRD PARTY LICENSOR DISCLAIM ALL WARRANTIES WITH RESPECT TO THE THIRD PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TURNITIN OR THE THIRD PARTY LICENSOR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

12. INDEMNIFICATION. TO THE EXTENT ALLOWED BY KENTUCKY STATE LAW, Institution shall defend and indemnify Turnitin and hold it and its affiliates, officers, directors, employees, agents, and licensors ("Indemnified Parties") harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by the Indemnified Parties as a result of any claim, judgment, or adjudication related to or arising from: (a) Institution's breach of its obligations under this Agreement; or, (b) Institution's decision not to follow Turnitin's strong recommendations set forth in Section 3(e)-(f). To qualify for the foregoing indemnity obligation, the Indemnified Parties must: (i) give Institution prompt written notice of any claim; and (ii) allow Institution to control, and fully cooperate with Institution in, the defense and all related negotiations.

13. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the United States of America and the State of Kentucky excluding its conflict of laws rules. The parties hereby consent to the exclusive personal jurisdiction of and venue in the federal or state courts located in the jurisdiction in which the defendant in any such action resides.

14. OTHER PROVISIONS. If subscription to the Service is via an individual department, all provisions applying to an Institution herein shall be deemed to apply to the department. This Agreement, including Exhibits A and B, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous written or oral agreements. Except as provided herein, all amendments or modifications to this Agreement must be by actual hardcopy execution by an authorized signatory of each party. A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the balance of the Agreement, which shall remain in full force and effect and the offending provision shall be modified to the minimum extent required to render the provision enforceable. Institution may not assign or transfer this Agreement. Turnitin may assign this Agreement in the event of acquisition, merger, corporate reorganization or similar change of control event. Turnitin may use and reference Institution's name as a subscriber to the Service in connection with truthful advertising or promotion of the Service. There are no third party beneficiaries of this Agreement.

ACKNOWLEDGED AND AGREED, as of the Effective Date:

TURNITIN, LLC

By: _____



Date: 1/17/17

Print Name: Laura DiPiano for Chris Caren

Print Title: CEO

2101 Webster Street, Suite 1800, Oakland CA 94612

BOARD OF EDUCATION OF TRIGG COUNTY

By: _____



Date: 1/19/17

Print Name: Travis Hamby

Print Title: Superintendent

Address: 202 Main Street, Cadiz, KY 42211

EXHIBIT A
SERVICES PRICING AGREEMENT

This **Services Pricing Agreement** ("SPA") is Exhibit A of the Registration Agreement entered into between **Turnitin** and **Board of Education of Trigg County** as of the Effective Date.

PRICING: Institution shall pay a **Service fee** ("Fee") in the total amount of **\$ 2,895.95 US****, for a Turnitin Feedback Studio License (including Similarity Check, Online Grading and Peer Review) for up to **603 Students** for the Term. The Service shall include unlimited submissions of papers, unlimited classes and unlimited Similarity Reports for the Term. If indicated below, the Fee also includes Training fees as applicable.

Payment is due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by Kentucky law.

**** IMPORTANT TAX INFORMATION:** Products sold to certain states are subject to tax. Estimated Tax above (if any) is not final. Invoice will reflect Applicable Tax (state and local). No sales tax is charged when provided a valid exemption certificate. If you have a valid tax exemption certificate, please email it to: ar@turnitin.com

TERM: The Term is twelve (12) months from **December 12, 2016 through December 11, 2017**.

OPTIONAL SERVICES: As may be completed below, Institution orders the following Training, which shall be governed by the terms and conditions as forth in http://turnitin.com/en_us/turnitin-training-terms-and-conditions, and this SPA:
N/A

☐ **In-Person Training** [type].
☐ **Online Training** [type].

ACKNOWLEDGED AND AGREED, as of Effective Date:

TURNITIN, LLC

By: _____

Date: 1/17/17

Print Name: Laura DiPiano for Chris Caren

Print Title: CEO

2101 Webster Street, Suite 1800
Oakland CA 94612

BOARD OF EDUCATION OF TRIGG COUNTY

By: _____

Date: 1/19/17

Print

Name: Travis Hamby

Print Title: Superintendent

Billing Address: 202 Main Street, Cadiz, KY 42211

Billing Email Address: _____

travis.hamby@trigg.kyschools.us

EXHIBIT B
DATA SECURITY RIDER

**Rider to Board of Education of Trigg County, Kentucky Contract For
Vendors who Receive Personal Information Regarding
Data Security and Breach Protocols**

Vendor Name: Turnitin, LLC, hereafter "Vendor" or "Contractor."

Purchaser: Board of Education of Trigg County, Kentucky, hereafter "Board" or "Purchaser."

Purchaser: Board includes without limitation all schools, organizations, and departments of the Purchaser: This document may be referred to, without limitation, as "Data Security Rider" or "Rider" or "Document."

The terms of this Rider shall amend and supercede all other terms and agreements of the parties which are related to services purchased from the Vendor. If there is a conflict between the terms of this rider and future agreements of the parties, the terms of this rider shall control unless the future agreement contains a specific agreement to amend this rider. No agreement or term which is inconsistent with the terms of this Rider shall be valid. This Rider may not be amended without the joint written agreement of the parties. Performance or action or use, including logging on a website, using software, or "clicking" a button on a computer to indicate agreement to a policy such as a privacy policy or user agreement shall not be sufficient to modify this agreement. The agreement may only be amended by the written agreement of the Purchaser and the Vendor.

Any agreements or terms of the parties which waive or limit, or attempt to waive or limit the liability of the Vendor to the Purchaser in any respect shall be invalid and unenforceable. Any agreements or terms of the parties which provide for or attempt to provide for indemnification by the Purchaser to the Vendor shall be invalid and unenforceable. Any agreements or terms of the parties which require the Purchaser to purchase insurance shall be invalid and unenforceable. Any agreements or terms of the parties which limit the time in which the Purchaser may bring suit shall be invalid and unenforceable. The Vendor may disclaim the warranties of fitness for a particular purchase and merchantability, however, all other warranty limitations are invalid and unenforceable. Any terms or agreements between the parties shall be enforceable only to the extent allowed by Kentucky law. This Rider and the agreement and all agreements and terms of the parties shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflicts of laws rules. Each party submits to the jurisdiction of the courts located in the Commonwealth of Kentucky for the purposes of any action, suit or proceeding arising out of or related to this agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this agreement that is brought in such courts has been brought in an inconvenient forum. All provisions of this Rider shall survive any termination or expiration of the Agreement of the parties and of any and all agreements of the parties. Neither party shall be required to submit to arbitration for the purpose of dispute resolution. The Purchaser may terminate the agreement or agreements between the parties after one year after the date that the contract becomes binding by giving thirty days written notice.

The Vendor shall not enter into agreements with the Purchaser's contractors, agents, employees, and students, either individually or in their official capacities, to make agreements with the Vendor which contain provisions inconsistent with this rider, including agreements which (1) limit or attempt to limit or waive its liability to said entities (2) provide for indemnification by said entities, (3) provide that jurisdiction or venue shall be other in the Commonwealth of Kentucky, (4) provide that the applicable law shall be other than the law of the Commonwealth of Kentucky or (5) waive confidentiality requirements and any such agreements shall be invalid and unenforceable. For example, the Vendor shall not require users to agree to privacy policies or terms of use which are inconsistent with the terms of this Rider.

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;

- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with the Commonwealth of Kentucky and the Purchaser in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the vendor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the vendor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the vendor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to: the superintendent of the district or in his or her absence to the next highest ranking administrator.

The vendor hereby agrees that the Purchaser may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach as follows: Vendor shall indemnify, defend and hold harmless the Purchaser from and against any and all liability, loss, claim, injury, damage, penalty, fine, settlement or expense, including, without limitation, costs of remediation efforts and reasonable attorneys' fees and costs arising from or relating to (i) any action, claim or allegation of or with respect to any Security Incident or breach of this Addendum, (ii) Purchaser's use of the services, or (iii) Contractor's provision of the services (including, without limitation, Contractor's international operations) and Processing of Purchaser's data in connection with the services. Any dispute as to apportionment shall be determined by applicable Kentucky law.

Purchaser shall bear the full cost and expense of any audit performed by Purchaser Auditors, unless such audit discloses a Security Issue, in which case Contractor shall bear the full cost and expense of such audit. If Purchaser notifies Contractor that any audit identifies that Contractor is not in compliance with this or is not complying with Contractor's own quality assurance and internal controls or the provisions of the Agreement and this, then Contractor shall promptly correct such problem at Contractor's sole expense. If any audit by Purchaser Auditors results in Contractor being notified that Contractor or Contractor Personnel are not in compliance with any Law or audit requirement applicable to Contractor or the services or with which Contractor is otherwise required to comply under the terms of this Agreement, Contractor shall, and shall cause Contractor Personnel to, promptly take actions to comply with such Law or audit requirement. Contractor shall bear the costs of any such response that is required by law or audit requirement relating to Contractor's business or necessary due to Contractor's or Contractor Personnel's noncompliance with any such law or audit requirement imposed on Contractor, including any remediation efforts.

Vendor shall bear all reasonable costs for re-testing performed to verify that any security issue has been remedied


In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology as amended from time to time. Such standards may be found on the website of the Office of Technology. See, <http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if contractor is a known cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person or entity other than an educational institution that operates cloud computing services”), or, through service to agency, becomes the equivalent of a cloud computing service provider, contractor does further agree that:

- Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student’s parent. The contractor shall work with the student’s school and district to determine the best method of collecting parental permission. KRS 365.734 defines “process” and “student data”.
- With a written agreement for educational research, contractor may assist an educational institution to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, contractor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, contractor hereby certifies in writing to the Purchaser that it will comply with KRS 365.734(2).

The Vendor and the Purchaser agree that Vendor will adhere to the terms, directions, protocols and requirements set forth above. It is further agreed that this Rider shall serve to as an amendment and addition to all current and future contracts between the Vendor and Purchaser and that the parties will abide by the terms of this Rider. In the event that any provision of this Rider is held by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Rider shall remain valid and enforceable.

Sign:  _____

Purchaser: Board of Education of Trigg County, Kentucky By:
Travis Hamby, Superintendent

Date: 1/19/2017 _____

Sign:  _____

Vendor: Turnitin, LLC

By: Laura DiPiano for Chris Caren

Date: 1/17/17 _____

THIS INSTRUMENT PREPARED BY:

W. HOWELL HOPSON, III
18 Main Street, P.O. Box 1725
Cadiz, Kentucky 42211-1725
(270) 522-3488
Attorney at Law
Counsel for the Board of Education of Trigg County, Kentucky

Signature Certificate



Document Reference: ZSE982I9P2ZCJ9V42DAKZC

RightSignature

Easy Online Document Signing



Laura DiPiano

Party ID: K73ITHJAG35ZRN9CR52D4J

IP Address: 23.118.109.55

VERIFIED EMAIL: ldipiano@turnitin.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

2df89b3c3198d34139036778aa29d4046c3ba9fd



Timestamp

2017-01-19 12:38:09 -0800

2017-01-19 12:38:08 -0800

2017-01-19 12:37:44 -0800

2017-01-19 12:33:00 -0800

Audit

All parties have signed document. Signed copies sent to: Tim Frush, Laura DiPiano, and Angela Rhee.

Document signed by Laura DiPiano (ldipiano@turnitin.com) with drawn signature. - 23.118.109.55

Document viewed by Laura DiPiano (ldipiano@turnitin.com). - 23.118.109.55

Document created by Angela Rhee (arhee@turnitin.com). - 199.47.80.158



This signature page provides a record of the online activity executing this contract.