



Proforma Invoice

Company Address

Turnitin, LLC
2101 Webster St., Suite 1800
Oakland, CA 94612
US

Proforma Invoice Number PF-Q-304920-6

Expiration Date 7/30/2019

Prepared By

Jill Freking

Phone

Bonita Bolin
859.282.3194

Email

bonita.bolin@boone.kyschools.us

Bill To Name Bill To

Boone County Schools
, KY
US

Quote To Name Quote To

Boone County Schools
8330 Us Highway 42
, KY 41042-9286
US

Additional To Name Additional To

Boone County Schools
, KY
US

Product Name	Product Description	Qty	List Price	Percent Discount	Annual Price	Start Date	End Date	Total
Originality Check Plus	Turnitin Originality Check: includes Draft submissions, Grammar, and Canvas Integration	2,000	USD 3.00	10.00	2.70	8/1/2019	7/31/2020	USD 5,400.00
Turnitin Campus Fee	Turnitin Campus Fee	1	USD 625.50	10.00	625.50	8/1/2019	7/31/2020	USD 625.50

Product Name	Product Description	Qty	List Price	Percent Discount	Annual Price	Start Date	End Date	Total
Online Training Session	Customized live online training on single service. Session length: 2-hours. Recording available 12-months.	1	USD 500.00	100.00	0.00	8/1/2019	7/31/2020	USD 0.00
								Sales Tax USD 0.00
								TOTAL USD 6,025.50

Please Note:

Products sold to certain states are subject to tax.

Fee does not include applicable tax. Invoice will reflect applicable tax (state and local)

The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.

No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

Order Instructions:

By signing this Quotation, as an authorized signatory of the recipient organization of this Quotation ("Organization"), I acknowledge and agree that:

- My Organization does not require the issuance of a Purchase Order, I hereby commit my Organization to the purchase of the Service(s) set forth herein;
- My Organization agrees that that such Services will be solely governed by the terms and conditions as set forth in <http://go.turnitin.com/reg>;
- Unless prescribed otherwise herein, my Organization agrees to make all payments due net thirty (30) days from the date of the applicable invoice;
- The related term of Service(s) will commence on the Activation Date, which is defined as the date as confirmed via the applicable invoice.

On behalf of: _____ (Organization)

By: _____ (Signature)

Printed Name: _____

Title: _____

Date: _____

Billing contact info: (name) Maggie Boone

Email: _____

Phone: 859-283-1003

Address Line 1: Boone County Schools

Address Line 2: 8330 US 42, Florence, KY 41042

To purchase or renew your Turnitin license, please email or fax a copy of this quote to Turnitin, LLC at:

orders@turnitin.com or Primary Fax: (510) 764-7612, Alternate Fax: (510) 764-7613

By accepting this quote, you agree to our general terms and conditions that are located at this URL:
<http://go.turnitin.com/reg>

Mail payment To:

Turnitin, LLC
PO Box 894403
Los Angeles, CA 90189-4403

You may also contact us with your credit card information at (866) 816-5046 x239 or x240 By accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg>.

Training: On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to Training Terms and Conditions.



Looking for help using Turnitin?
Visit our 24-hr online [Help Center](#)

Registration Agreement

Revision Assistant License Agreement

This **REGISTRATION AGREEMENT** ("Agreement") is by and between Turnitin, LLC, a California limited liability company ("Turnitin") and the Institution as identified in the applicable Order (or "Customer"). Turnitin's quotation to Institution is expressly conditioned on the terms and conditions of this Agreement. The Service (as defined below) is offered to Institution conditioned upon Institution's acceptance of the terms and conditions contained herein without modification. The terms and conditions of this Agreement shall govern any Orders (as defined below hereunder, unless modified and mutually agreed to in writing.

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. **SERVICE LICENSE GRANT.** During the Term (as defined below) 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 a 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 theService, 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 a 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 help.turnitin.com;
- 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.**

- a. 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.
- b. **FERPA.** Institution designates Turnitin a "school official" within the meaning of FERPA 34 CFR Section 99.31. Turnitin will remain under the direction of

Institution with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined in FERPA 34 CFR Section 99.3, and Turnitin may use personally identifiable information and education records only as set forth under the Agreement and in compliance with applicable law.

7. **ORDER; PRICING AND PAYMENT.** Institution may order the Service under the terms and conditions of this Agreement via the following methods: 1) an Institution-issued Purchase Order, 2) a properly completed and fully executed Turnitin Service Pricing Agreement ("SPA"), 3) a properly completed and fully executed Turnitin Registration Agreement that includes substantially the same information as an SPA, or 4) as evidenced by Institution's payment of the applicable Service fee(s) via check or credit card (collectively, the "Order"). All Orders are deemed to include the terms and conditions of this Agreement, and all pre-printed clauses on Institution's Purchase Order are deemed deleted. All Orders are valid upon acceptance by Turnitin; Turnitin's acceptance and performance are expressly conditioned on the terms and conditions of this Agreement. Pricing shall be per the applicable Order, and 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 Order. Unless prescribed otherwise within an accepted Order, 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 California state 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 applicable Order and extend for a period of one (1) year or for the period of time specified in the applicable Order. 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 99% 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. In the event Turnitin fails to achieve the foregoing availability requirement for three (3) consecutive months during the Term, then Institution may terminate this Agreement with thirty (30) days' written

notice to Turnitin, and Institution shall be owed a refund of prepaid fees, prorated to the date of such termination.

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 CALIFORNIA STATE 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 CALIFORNIA 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 CALIFORNIA 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.

- a. Indemnification by Institution. TO THE EXTENT ALLOWED BY CALIFORNIA 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.
- b. Indemnification by Turnitin. TO THE EXTENT ALLOWED BY CALIFORNIA STATE LAW, Turnitin shall indemnify, defend, and hold Customer harmless

from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses incurred by Customer as a result of any claim by a third party that (i) Customer's licensed use of the Services, as permitted hereunder, infringes the U.S. patent or copyrights of the third party; (ii) Turnitin has violated any state or federal privacy law relating to information provided by Customer hereunder. To qualify for such defense and payment, Customer must: (i) give Turnitin prompt written notice of a claim; and (ii)

allow Turnitin to control, and fully cooperate with Turnitin in, the defense and all related negotiations. Turnitin shall have no obligation to indemnify Institution under this Section to the extent the infringement claim arises from (i) any content or other intellectual property provided by Customer or any other third party, including third party content contained in the Source Database; (ii) Institution's failure to use the Services in accordance with this Agreement; or (iii) any matter for which Institution is obligated to indemnify Turnitin hereunder.

13. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by the laws of the United States of America and the State of California 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 constitutes 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.

Revision Assistant License Agreement

This REVISION ASSISTANT LICENSE AGREEMENT ("**Agreement**") is entered into between **Turnitin, LLC**, a California limited liability company ("**Turnitin**") and the customer identified on the valid and accepted Order ("Licensee"). An, "Order" is 1) associated Purchase Order, 2) a properly completed and fully executed Turnitin Service Pricing Agreement ("SPA"), 3) a properly completed and fully executed Turnitin Registration Agreement that includes substantially the same information as an SPA, or 4) as evidenced by Licensee's payment of the applicable Service fee(s) via check or credit card. All Orders are deemed to include the terms and conditions of this Agreement, and all pre-printed clauses on Institution's Purchase Order are deemed deleted. The Agreement governs Turnitin's provision of the web-based writing assessment services currently known as "**Revision Assistant**" and Licensee's use thereof as described herein. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them on the SPA.

1. **License.**

1.1 Grant of License. Turnitin grants Licensee, pursuant to the terms and conditions of this Agreement, a limited, revocable, nonexclusive, nontransferable right, during the Term (defined below), for Licensee and its authorized end users (collectively, "**Users**") to access and use Revision Assistant solely to assess

writing samples (each, an "**Assessment**"), and for no other purpose whatsoever (collectively, the "**Authorized Use**"). The right granted under this Agreement applies only to Revision Assistant and does not extend to any other products, services or software offered or provided by Turnitin to Licensee or any third party. For the avoidance of doubt, the foregoing shall not be construed as granting Licensee any right to physical possession of Revision Assistant code, which shall remain at all times on Turnitin's systems. No other license is granted by implication, estoppel or otherwise.

1.2 Restrictions on Use

(a) Licensee shall be entitled to use Revision Assistant during the Term subject to the terms and conditions set forth herein.

(b) Licensee agrees to use Revision Assistant only for the Authorized Use and in compliance with all laws, including without limitation, laws, ordinances, rules or regulations affecting exportation and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. pt 99.

Licensee shall not permit any other person, entity, or third parties to access or use Revision Assistant without advanced written permission from Turnitin. Under no circumstances shall Licensee sell, lease, license, distribute, or otherwise transfer to a third party Revision Assistant or any copy thereof, in whole or in part, without Turnitin's prior written consent.

(c) Licensee shall not use Revision Assistant in any manner that does or could potentially undermine the security of the Revision Assistant. In addition, Licensee shall not, and shall not attempt to, (i) interfere with, modify or disable any features, functionality or security controls of the Revision Assistant, (ii) use Revision Assistant or any Turnitin Confidential Information (defined below) to develop a competing product or service, (iii) use Revision Assistant, or allow the transfer, transmission, export, or re-export of Revision Assistant or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency, (iv) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of Revision Assistant, including any screen displays, etc.,

or any other products or materials provided by Turnitin hereunder, (v) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Revision Assistant, or (vi) modify, disassemble, decompile or reverse engineer the Revision Assistant or otherwise attempt to discover the source code for the Revision Assistant.

(d) Licensee will comply with any limitations imposed by Turnitin on the frequency of access, calls and use of the Revision Assistant.

1.3 End User License Agreement. All Users must accept and be bound by Turnitin's then current standard end user license agreement for use of the Assessment Services ("**Turnitin Required Agreement**"). Turnitin shall notify Licensee of any material changes made generally applicable to the Turnitin Required Agreement. Licensee shall not make any modifications to the Turnitin Required Agreement and is not authorized to negotiate any modifications to the Turnitin Required Agreement; provided, nothing herein shall limit Licensee's right to provide additional terms and conditions to its Users in connection with the access and use of Revision Assistant.

2. **Term; Suspension of Access; Termination.**

2.1 Grant of License. Subject to earlier termination as provided herein, the term ("Term") of this Agreement shall consist of the Initial Term as stated in the SPA and any Renewal Terms, as defined herein. After the Initial Term, the Agreement will automatically renew for successive one (1) year periods for unless either party gives the other party written notice of its intention not to renew thirty (30) days prior to the expiration of the then current Term (each such one-year period, a "Renewal Term"). Renewal requires payment of Turnitin's then current annual fee as provided in Section 3.2 hereof.

2.2 Suspension of Access. Upon Turnitin's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Licensee's utilization of Revision Assistant, or as otherwise determined in Turnitin's sole discretion, Turnitin may, without incurring any liability temporarily suspend or

discontinue providing access to Revision Assistant pending investigation and resolution of the issue or issues involved or terminate this Agreement in its entirety.

2.3 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.

3. **License Fees; Payment.**

3.1 During the Initial Term, Licensee shall pay license fees to Turnitin as set forth on the SPA.

3.2 During any Renewal Term, unless otherwise agreed by the Parties in writing, Licensee shall pay the then current annual fee. At least ninety (90) days prior to the expiration of the then current Term, Turnitin shall deliver to Licensee a notice of the annual fee to be charged for the pending Renewal Term.

3.3 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 California law.

4. **Ownership.** Licensee and Turnitin agree that Turnitin owns all right title and interest (including without limitation all copyright, patent, trademark and trade secrets rights) in and to Revision Assistant and any intellectual property created, made, conceived, reduced to practice, or authored by Turnitin, either solely or jointly with others, whether pre-existing or developed pursuant to this Agreement; provided however, that Licensee shall own and Turnitin hereby assigns to Licensee all right title and interest in and to any training models developed

pursuant hereto. All proprietary notices and markings of Turnitin appearing on or through use of Revision Assistant are the property of Turnitin. Licensee hereby grants to Turnitin, its affiliates, vendors, service providers, and licensors a non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to use the papers, responses, essays or other content a User submits for review as part of the use of Revision Assistant, as well as feedback and results, for the limited purposes of a) providing the assessment services through Revision Assistant, and b) for improving the quality of the services provided by Turnitin generally.

5. **Confidentiality.** Licensee agrees that in the performance of this Agreement, Licensee will have access to confidential, proprietary or trade secret information owned or provided by Turnitin relating to software computer programs, object code, source code, marketing plans, educational instruction, business plans, customer lists, financial information, product specifications, business practices and other data ("**Confidential Information**"). Licensee shall maintain the confidentiality of all Confidential Information and not sell, license, publish, display, distribute, disclose or otherwise make available any Confidential Information to any third party nor use such information except as expressly authorized by this Agreement. Licensee shall not disclose any such Confidential Information or any other proprietary matter or thing to any other persons or entities without the prior written consent of Turnitin. Licensee shall not have any obligations with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by a receiving party from a third party; (iii) is independently developed by the receiving party without access to or use of the Confidential Information; or (iv) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement.

6. **Disclaimer OF Warranty.** TURNITIN IS PROVIDING ACCESS TO REVISION ASSISTANT "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND. TURNITIN SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED

WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE REVISION ASSISTANT.

7. **Limitation of Liability.** IN NO EVENT WILL TURNITIN BE LIABLE TO LICENSEE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL THE TOTAL LIABILITY OF Turnitin TO LICENSEE UNDER THIS AGREEMENT, INCLUDING LIABILITY ARISING OUT OF CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS PAID BY LICENSEE TO Turnitin HEREUNDER. 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.
8. **Indemnification.** Licensee 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 any breach of this Agreement by the Customer or any use of Revision Assistant or any Assessment by Licensee or any third parties.
9. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of the United States of America and the State of California, 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.

10. **Other Provisions.** This Agreement constitutes 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. Each party is an independent contractor and nothing herein shall constitute or create a partnership, joint venture, or fiduciary relationship. Neither party has the right or authority to make any promises on behalf of or bind the other party in any respect. Except as provided herein, all amendments or modifications to this Agreement must be by actual hardcopy execution by an authorized signatory of each party. Neither party will be liable for any failure or delay in performance under this Agreement that is due to any event beyond the reasonable control of such party, including without limitation, telecommunications failures, labor difficulties, war, riot, act of God, or government actions. 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. Licensee 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. There are no third party beneficiaries of this Agreement.