



Quote Details

Expiration date 12/13/2020

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US

Quote Number Quote-Q-458729-1

Institution Randall K Cooper High School

Contact Name Danielle Dierig

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Bill To Name Randall K Cooper High School

Bill To Union, KY 41091
US

Quotation

Product	Product Description	Start Date	End Date	Total
OC Plus Enterprise License	Turnitin Originality Check: includes Draft submissions, Grammar, and Integration Enterprise License = Unlimited Teachers and Student Paper Submissions for Randall K Cooper HS	12/14/2020	12/13/2021	USD 3,250.00
Online Training Session	An interactive live, virtual session designed to engage and coach the audience delivered exclusively for your institution. Prior to your session we will arrange an alignment call to determine audience and outcomes.	12/14/2020	12/13/2021	USD 250.00
Standard Services Package	This is a package designed to support your internal team with options for orientation sessions for Turnitin administrators, integration checks and support as the the Turnitin service is launched.	12/14/2020	12/13/2021	USD 0.00
Sales Tax				
TOTAL				USD 3,500.00

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:

To purchase or renew your Turnitin license, please email or fax your purchase order and a copy of this quote to Turnitin, LLC, at: orders@turnitin.com or (510) 764-7612

You may also contact us with your credit card information at (510) -764-7637 9am-5pm PST

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



Master Registration Agreement

This **MASTER 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 variety of unique services that allows educational institutions to check work for possible textual matches against Internet-available resources and its own proprietary database (the “Services”). Institution desires to protect and promote academic integrity and wishes to subscribe to the Services as a tool for detecting and preventing plagiarism.

2. SERVICES LICENSE GRANT. As used in this Agreement, the term “Services” refers to those Turnitin’s services purchased by Institution from time-to-time pursuant to a Services Pricing Agreement (“SPA”). 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 following Services solely for its own internal purposes and as contemplated under this Agreement.

a. With respect to Turnitin Feedback Studio (Originality Check, Online Grading, and Peer Review), 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.

b. With respect to the iThenticate, this license shall extend to instructors employed by the Institution, but only for faculty research

(i.e., grant proposals, general research, and supplemental course materials) produced in connection with 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.

c. With respect to Gradescope, this license shall extend to the right to use, reproduce, distribute, publicly perform, and display Gradescope as set forth herein, and in the SPA.

d. With respect to Authorship Investigate, Institution shall be responsible for ensuring their Instructors and Users comply with the terms of this Agreement. No other license is granted by implication, estoppel or otherwise.

3. USE OF SERVICES-IN GENERAL. With respect to use of the Services, Institution shall:

a. use the Services for Customer's internal purposes only.

b. not reverse engineer, decompile, disassemble, modify or create works derivative of the Services.

c. not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or directly or indirectly permit any third party to use or copy the Services. Customer will keep any passwords associated with the use of the Services in strict confidence, and will not share such passwords with any third party. Customer will be solely responsible for all use of the Services made with Customer's passwords, if any.

d. use the Services solely in accordance with Turnitin's then current documentation.

e. not remove any proprietary notices (e.g., copyright and trademark notices) from either the Services or any documentation, content, or Reports (as defined below) provided by Turnitin.

f. ensure its use of the Services complies with applicable local, state, and federal laws.

g. abide by the Acceptable Use Policy provided on the relevant Service Web 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 relevant Service Web site. Continued use of the Services shall constitute Institution's and its Instructors' acceptance of future revisions to the policy.

4. USE OF SERVICES

a. **Use of Turnitin Feedback Studio or its Components.** With respect to use of Turnitin Feedback Studio Service, Institution shall:

i. 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);

ii. 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; and,

iii. 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.

b. **Use of iThenticate.** With respect to use of the iThenticate Service, license granted in this Agreement is restricted as follows: Institution shall:

i. if the Customer becomes known as a service through which students, researchers or other individuals can obtain papers or portions of papers for submission as their own original work (e.g., becomes or partners with a "paper or essay mill" – a ghostwriting service that sells essays, papers, and other homework writing), the parties agree to meet and confer in good faith to address the issue. If the parties are unable to resolve the issue within thirty days, Turnitin may terminate this Agreement at its discretion without further obligation.

c. **Use of Gradescope.** With respect to use of the Gradescope Service, Institution shall:

i. grant Turnitin the irrevocable, perpetual, worldwide, sublicensable, transferrable, right to use institutional data submitted through Gradescope solely on an aggregated and anonymized basis ("Aggregated Data") and in compliance with applicable law;

ii be responsible for the internet connectivity needed to access the Gradescope Service; and,

iii not (i) use Gradescope to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, nor (ii) use Gradescope to store or transmit malicious code, (iii) interfere with or disrupt the integrity or performance of Gradescope, or third party data contained therein, or (iv) attempt to gain unauthorized access to Gradescope or its related systems or networks.

d. **Use of Authorship Investigate.** With respect to use of the Authorship Investigate Service, Institution shall:

i. 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;

ii. use reasonable efforts to retain the confidentiality of any Service passwords;

iii. 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);
- iv. 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 acknowledge 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 policies 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; and,
 - v. 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.

5. SUSPENSION OF ACCESS. Turnitin may, in its sole discretion, suspend Institutions or any of its Instructor's or Student's access to the Services to (i) prevent damages to, or degradation of, the Services; (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 or this Agreement. Turnitin shall use reasonable efforts to provide Institution with notice prior to or promptly following any suspension of the Services. Turnitin shall restore access to the Services as soon as the event giving rise to suspension has been resolved.

6. REPORTS AND SOURCE DATABASE. With respect to reports evaluating textual sources (as applicable, "Similarity Reports" or "Authorship Reports", collectively "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 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 acknowledgment and understanding that the 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 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.

7. TURNITIN OBLIGATIONS. Turnitin agrees to:

- a. use reasonable efforts to protect the security of accounts, passwords and the Source Database;
- b. comply with the then current Privacy Policy posted on the Turnitin site, incorporated herein by this reference.
- c. with respect to the Turnitin Feedback Studio Service, 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
- d. with respect to the Authorship Investigate Service, 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 Policies; and,
- e. with respect to the Turnitin Feedback Studio Service and the Authorship Investigate Service, create a Report for each submitted paper and to use reasonable efforts to make such 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.

8. 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 Services and all materials created by the Services, including the format of 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.

9. 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.

10. 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 as set forth in the SPA, with any additional support provided according to the terms of an Additional Support Agreement to be entered into by the parties.

11. 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 4(a)(i), 4(d)(iv), 6, 7(d) and (e), 8, 11-13, 14(b)-(e), 15, and 16 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.

12. AVAILABILITY. Turnitin shall use commercially reasonable efforts to make the Services 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 Services 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.

13. CONFIDENTIALITY. To the extent Customer submits confidential information to the Service(s) ("Submitted Private Data"), Turnitin may not use the Submitted Private Data other than as permitted by license grant to perform the Services. Further, Turnitin agrees (a) not to disclose the Submitted Private Data to any other party except as necessary to provide the Services; and (b) to take all reasonable measures to protect the confidentiality of the Submitted Private Data. Customer retains all copyright to Submitted Private Data.

14. 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 Services are 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 14 (a) ABOVE, THE SERVICES (INCLUDING THE REPORTS) ARE 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 LAW.

THE SERVICES ARE 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 SERVICES; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF A 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 SERVICES, 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 Institution 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, Institution 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 ANY THIRD PARTY LICENSOR BE LIABLE TO INSTITUTION, THE INSTRUCTORS, STUDENTS, 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.

15. 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 4(a)(ii) and (iii), and 4(d)(v) and (vi). 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, or; (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.

16. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the United States of America and, unless as otherwise set forth in the SPA, the State of California excluding its conflict of laws rules. Unless as otherwise set forth in the SPA, 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.

17. OTHER PROVISIONS. If subscription to the Services are 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 Services in connection with truthful advertising or promotion of the Service. There are no third party beneficiaries of this Agreement.