MASTER REGISTRATION AGREEMENT

This **Master Registration Agreement** ("Agreement") is made as of the date of last signature below (the "Effective Date"), by and between **TURNITIN, LLC**, a California limited liability company ("Turnitin") and **NATIONAL COOPERATIVE PURCHASE ALLIANCE** ("Institution", "Customer").

Note: This Agreement covers all Services (defined below) offered by Turnitin. Accordingly, if specific product Services are mentioned in this Agreement and ordered by Institution, please be advised those provisions will apply to you, as Customer. This Agreement is made in English. If there is any conflict in meaning between this Agreement and any translation, whether provided by Turnitin or by the Institution, the English version shall prevail.

1.   OVERVIEW. Turnitin has developed and operates a variety of unique services that assist with institutions' assessment with integrity, including some that allow educational institutions to check work for unoriginal writing, including possible textual matches against Internet-available resources and Turnitin's own proprietary database and/or writing generated by artificial intelligence (if such detection is available in the services purchased by Institution as set forth below) . Institution desires to protect and promote academic integrity and wishes to subscribe to certain of the Services as tools to help in detecting and preventing plagiarism.

2.   SERVICES LICENSE GRANT. As used in this Agreement, the term "Services" refers to any services provided by Turnitin or its wholly owned group companies (except for ExamSoft Worldwide LLC), including services purchased by Institution from time-to-time pursuant to an Order (defined below). During a Term, as defined in section 12(a) Term, Autorenewal, and Termination below, and subject to Institution's compliance with the terms and conditions of this Agreement, Turnitin hereby grants to Institution a non-transferable, non-assignable, non-sublicensable, revocable and non-exclusive license to permit its educators, administrators and other users employed by the Institution ("Instructors") and students currently enrolled in the Institution ("Students") to use the following Services solely for its own internal purposes and as contemplated under this Agreement. Nothing hereunder shall be considered as "goods" or "work product".

a.   With respect to the Turnitin Feedback Studio, Turnitin Similarity, SimCheck and Turnitin Feedback Studio with Originality services and their components, this license shall extend to Instructors, but only for their use in classes offered through Institution.
b.   With respect to the iThenticate service, this license shall extend to Instructors, 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.
c.   With respect to the Gradescope service, this license shall extend the right to use, reproduce, distribute, publicly perform, and display the Gradescope service as set forth herein, and in the Order. This license shall extend to Instructors, but only for their use in courses offered through Institution.

No other license is granted by implication, estoppel or otherwise. Institution shall be responsible for ensuring their Instructors and Students comply with the terms of this Agreement.

3.   USE OF SERVICES – IN GENERAL. With respect to use of the Services, Turnitin shall not be responsible for internet and/or telecommunications connectivity needed to access the Services, and Institution shall, and shall ensure its Instructors and Students:
a.   use the Services for Institution'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. Institution will keep any passwords associated with the use of the Services in strict confidence, and will not share such passwords with any third party. Institution will be solely responsible for all use of the Services made with Institution'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 provided by Turnitin;
f.   ensure its use of the Services complies with applicable local, state, and federal laws; and
g.   with respect to all products, abide by the applicable Turnitin Policies (Privacy Policy, Acceptable Use Policy, EULA, and Terms of Use) provided on the Turnitin website (https://www.turnitin.com/), incorporated herein by this reference, as may be revised by Turnitin from time-to-time. Any such revisions to the Policies will be posted on the applicable website. Turnitin will make commercially reasonable efforts to notify Institution in writing of any material revisions, and in the event that Institution does not agree to the revised policy, Institution may terminate this Agreement by giving thirty (30) days written notice, and Turnitin shall pay to Institution the pro-rated amount of any prepaid annual subscription fees, calculated from the date of such termination. Continued use of the Services shall constitute Institution's acceptance of revisions to the Policies. In the event of a conflict between this Agreement and the Turnitin Policies, the terms of this Agreement shall prevail.
h.   not (i) use the Services 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 the Services to store or transmit malicious code, (iii) interfere with or disrupt the integrity or performance of the Services, or third-party data contained therein, or (iv) attempt to gain unauthorized access

to the Services or its related systems or networks.

4. USE OF SERVICES - PER SERVICE

a. **Use of the Turnitin Feedback Studio services or its components (including Originality Check), or Turnitin Similarity or SimCheck or Originality.** With respect to use of the Turnitin Feedback Studio Service or its components, Institution shall:

i. not make statements to Students that Institution is using the service in a given class when such class is not using the service (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 similar to the effect of the following: "Students agree that by taking this course all required papers may be subject to submission review for textual similarity and/or writing generated by artificial intelligence to Turnitin.com for the purpose of detection of unoriginal writing, including plagiarism (whether human written or generated by artificial intelligence). All submitted papers will be included as source documents in the Turnitin.com reference database solely for the purpose of detecting unoriginal writing, including plagiarism of such papers. Use of the Turnitin.com service is subject to the Turnitin Acceptable Use posted on the Turnitin.com website." 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 the iThenticate service**. With respect to use of the iThenticate Service, the license granted in this Agreement is restricted as follows:

i. if the Institution 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 the Gradescope service.** 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 in compliance with applicable law.

5. SUSPENSION OF ACCESS.
Turnitin may, in its sole discretion, suspend Institution's or any of its Instructors' or Students' access to the Services in order to (i) prevent damage 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 any 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. TURNITIN DATA USAGE RIGHTS.

a. Institution License for Provisions of Services. Institution grants Turnitin, and its affiliates, and its third-party vendors (a) a non-exclusive, royalty-free, transferable, and sublicensable license to access, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display institutional data submitted to the Services as necessary for Turnitin to provide the Services in accordance with the Agreement; (b) to create benchmarks assessing Institution and Institution-based performance and Service utilization; (c) to offer the Institution suggestions; (d) to engage in uses otherwise required by applicable law, such as making disclosures to law enforcement pursuant to investigations:, and (e) to create anonymized, aggregated, and/or de-identified data. Institution shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of all institutional data and any information Institution provides and for obtaining and maintaining requisite intellectual property rights relating to any such data such that Institution can grant the rights provided in this Agreement to Turnitin.

b. Institution License for Product Development. Provided that any usage by Turnitin and its affiliates is in an anonymized, De-Identified and/or de-identified manner that does not identify Institution or any of its Instructors or Students, Institution grants Turnitin and its affiliates a perpetual, irrevocable, non-exclusive, royalty-free, transferable, and sublicensable license to use Institution data, Authorized User Data, and student papers (in whole or in part) for the purposes of developing, enhancing, or further refining Turnitin's existing products and services and developing new products and services, including those that leverage artificial intelligence. This license is subject to Turnitin's compliance with its confidentiality obligations under the Agreement and all applicable laws, including privacy laws.

c. Aggregated, Anonymized, and/or De-Identified Data. Upon creation, Turnitin shall own all right, title, and interest to any anonymized, aggregated and/or de-identified data, and Turnitin may use, disclose, reproduce, distribute, display, perform, create derivative works from, and otherwise use anonymized, aggregated and/or de-identified data for any lawful purposes, including, but not limited to, improving its existing products and services, developing new features, products or services, and for marketing and promotional purposes, provided that such use does not directly or indirectly identify Institution or any Authorized User and is not prohibited by applicable data protection laws.

d. Required Consents. Institution represents and warrants that it has provided all required notices and obtained all necessary consents and authorizations from its Instructors or Students, as required by applicable law, to grant Turnitin the licenses set forth in this

Section 6.

7. **REPORTS AND SOURCE DATABASE**. With respect to Services that include reports evaluating textual sources and the database of source documents ("Source Database"), Institution agrees:

a.   to maintain any Turnitin 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 (or writing generated by artificial intelligence) in a submitted paper under the acknowledgement and understanding that the reports are only tools for detecting textual similarities between compared works and/or writing generated by artificial intelligence and do not determine conclusively the existence of plagiarism or unoriginal writing;

c.   that any disclosure of a report to any third party is at the Institution's own risk; and,

d.   that for papers stored in the Source Database, it instructs Turnitin to retain such papers for the purpose of using such papers as source material to detect unoriginal text in other papers in the future, including after the Term, unless Institution's Turnitin administrator instructs Turnitin to delete such papers.

8. **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 Policies posted on the Turnitin or Gradescope websites, incorporated herein by reference;

c.   with respect to the Turnitin Feedback Studio, Turnitin Similarity, SimCheck and Turnitin Feedback Studio with Originality services and their components, enable Instructors to create Instructor accounts and, enable Students to create Student accounts in the Service;

d.   use reasonable efforts to make reports 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; and,

e.   only process data provided by the Institution for the purpose of supporting the Services, and use anonymized, aggregated and/or de-identified data for the purpose of improving the Services or creating new features, products or services . Institution acknowledges that the processing of any anonymized, aggregated and/or de-identified data for current and potential future Services is compatible with the purpose for which the data is originally processed. Institution hereby grants its express permission to Turnitin to process data in such ways.

9. **OWNERSHIP.**

a. **Student ownership**: As between the parties, Students retain all copyright and ownership rights in their submitted papers, subject to Turnitin use rights provided in this Agreement.

b. **Turnitin ownership:** Turnitin owns all rights in and to the Services including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and other statutory or common law intellectual property or other proprietary rights related to the Services. Turnitin also owns including reports and all materials created by the Services, including the format of reports, (excluding any Institution or student personal information as defined under applicable laws), and all intellectual property rights related thereto. With the exception of the limited license granted in Section 2 Services License Grant, 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. Institution acknowledges and agrees that Turnitin has the exclusive ownership of any anonymized, aggregated and/or de-identified data and the exclusive right to use such data for the purposes stated herein.

c. **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.

10. **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) an Institution-executed quote; 3) a fully executed Turnitin Service Pricing Agreement ("SPA"); or 4) a properly completed and fully executed Turnitin Registration Agreement that includes substantially the same information as a SPA (each, 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 and Institution's use of the Services will constitute acceptance of 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 quantities or Services. 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 New York law.

11. **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.

12.   TERM, AUTORENEWAL, AND TERMINATION.

a.   **Term.** (i) Term for Non-Governmental Customers. With the exception of any customers who are governmental customers (which are governed by Section 12(a)(ii) below), the initial term of the Agreement ("**Initial Term**") commences on the start date specified in the Order and continues until terminated in accordance with this Section 12 or as otherwise set forth in the Agreement. If the Initial Term is not perpetual, the Agreement remains in effect for the duration set forth in the Order, and following the Initial Term, the Agreement automatically renews for successive one (1) year periods (each, a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless either Party provides the other Party with written notice of termination at least thirty (30) calendar days prior to the end of the then-current Term. Each Renewal Term shall incorporate and is subject to then-current pricing. Your administrator will receive reminders regarding renewal requirements when logging into the Services before the Term expires.

(ii) Term for Governmental Customers. This section applies only to customers who are governmental customers or publicly funded institutions. For any governmental customers or publicly funded institutions, the Initial Term will be as specified in the Order; however, the automatic renewal of the Agreement for each Renewal Term is contingent upon the continued need and the availability of adequate appropriations from the relevant government authority. If any of these conditions are not met, the governmental customer or publicly funded institution may terminate the Agreement without penalty by providing written notice to Turnitin at least thirty (30) calendar days prior to the end of the then-current Term. For clarity, termination is strictly tied to the appropriations from the funder and not any budgetary changes made by the governmental customer or publicly funded institution. Each Renewal Term shall incorporate and is subject to then-current pricing.

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.   **Effects of Termination; No Refunds.** No Order from Institution may be canceled or terminated by either party, except as provided in Section 3 Use of Services - In General (g), Section 13 Availability or Section 19 Accessibility. Institution may not cancel or terminate any payment hereunder for its convenience or other cause, whether payment terms are in full or in installments. In no termination event shall Institution be owed a refund of prepaid Fees.

d.   **Survival.** Sections 4 Use of Services – Per Service (a)(i), (ii) and (iii), 7 Reports and Source Database, 8 Turnitin Obligations (a) and (b), 9 Ownership, 12 Term, Autorenewal, and Termination, 13 Availability, 14 Confidentiality, 15 Warranty and Disclaimer (b)-(e), 16 Indemnification, and 17 Governing Law and Dispute Resolution 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.

13.   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 a 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 a 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.

14.   CONFIDENTIALITY. To the extent Institution submits confidential information to the Service(s) ("Institution Confidential Information"), Turnitin may not use the Institution Confidential Information other than as permitted by license grant to perform the Services. Further, Turnitin agrees not to disclose the Institution Confidential Information to any other party except as necessary to provide the Services.

15.   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 a 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 website 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 and/or writing generated by artificial intelligence models or other third parties, and that the actual determination of plagiarism or other misconduct 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 NEW YORK 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**. EXCEPT FOR TURNITIN'S WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, OR IN CASE OF BREACH OF SECTION 14 CONFIDENTIALITY, OR TURNITIN'S OBLIGATION TO INDEMNIFY INSTITUTION UNDER SECTION 16 INDEMNIFICATION (b) HEREUNDER, AND REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY NEW YORK 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 OR LOSS OF PROFITS, EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

d.   **Liability Cap**. EXCEPT FOR TURNITIN'S WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, OR IN CASE OF BREACH OF SECTION 14 CONFIDENTIALITY, OR TURNITIN'S OBLIGATION TO INDEMNIFY INSTITUTION UNDER SECTION 16 INDEMNIFICATION (b) HEREUNDER, AND TO THE EXTENT ALLOWED BY NEW YORK 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 GREATER OF THE AMOUNTS PAID TO TURNITIN BY INSTITUTION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR $25,000. 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 THEIR ESSENTIAL PURPOSE.

e.   **Third-Party Products.** In connection with the Service, Turnitin may make available to User or Institution or 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.

16.   INDEMNIFICATION.

a.   **Indemnification by Institution.** TO THE EXTENT ALLOWED BY NEW YORK STATE LAW, Institution shall indemnify, defend and hold harmless Turnitin, and its affiliates, officers, directors, employees, agents, and licensors ("Indemnified Parties") from any and all losses, judgments, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) ("Losses") incurred by Turnitin's Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party relating to or arising from: (a) Institution's, an Instructor or Student's breach of its restrictions or obligations under this Agreement; or, (b) Institution's decision not to follow Turnitin's strong recommendations set forth in Section 4 Use of Services – Per Service (a)(i), (ii), and (iii). To qualify for the foregoing indemnity obligation, the Turnitin 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 NEW YORK STATE LAW, Turnitin shall indemnify, defend, and hold harmless Institution and its Indemnified Parties from Losses incurred by Institution's Indemnified Parties as a result of any claim lawsuit, demand, cause of action, or proceeding brought by a third party that (i) Institution's licensed use of the Service, as permitted hereunder, infringes the U.S. patent or copyrights of that third party, or; (ii) Turnitin has violated any state or federal privacy law relating to information provided by Institution hereunder. To qualify for such defense and payment, Institution 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 Institution 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.

17   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 Order, the State of New York ("Applicable State") excluding its conflict of laws rules. Unless as otherwise set forth in the Order, 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. To the extent Institution is a political subdivision or public agency of the Applicable State set forth above, Institution acknowledges that it is entering this Agreement, including the provisions thereof, only to the extent authorized by that Applicable State law, including the opinions of the Applicable State's Attorney General. Any provision of this Agreement that is not authorized by or is inconsistent with Applicable State law, including the opinions of the state's Attorney General, is invalid.

18.   INSURANCE. Turnitin represents that its current Commercial General Liability and Cyber Liability insurance limits are as presented in any Certificates of Insurance (evidence of coverage only) ("Turnitin COIs") provided, and that the limits therein shall not materially decrease during a Term. During a Term and on written request from Institution, Turnitin will provide Institution with the then-current Turnitin COIs.

19.   ACCESSIBILITY. Services provided to Institution are in substantial conformance with Web Content Accessibility Guidelines 2.0, Level AA. Areas of non-conformance, and Voluntary Product Accessibility Templates, are available on the Turnitin website. In the event of a complaint over the accessibility of its Services by a Student user of the Services, Turnitin shall use commercially reasonable efforts to resolve such complaint at no additional cost to Institution. If Turnitin is unable to provide such resolution, Institution's sole remedy and Turnitin's sole liability shall be for Institution to terminate this Agreement by thirty (30) days' written notice to Turnitin, in which case Institution shall be owed a refund of prepaid Fees, prorated to the date of such termination.

20.   OTHER PROVISIONS. This Agreement together with the Order and Policies 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 agreed 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.

ACKNOWLEDGED AND AGREED, as of the Effective Date:

TURNITIN, LLC   **INSTITUTION**

Signature:_____   Signature:_____

Print Name: _____   Print Name:_____

Print Title: _____   Print Title:_____

Date: _____   Date: _____

2101 Webster St Ste 1900
Oakland CA 94612 USA

EXHIBIT A TO THE MASTER REGISTRATION AGREEMENT
SERVICES PRICING AGREEMENT
(MODEL)

This **Services Pricing Agreement** ("SPA") is Exhibit A of the Master Registration Agreement entered into between **Turnitin** and **Institution** as of the Effective Date and is an Order under that Master Registration Agreement.

(Delete inapplicable product sections)

[DELETE ALL BUT APPLICABLE ORIGINALITY PRODUCT(S): Turnitin Feedback Studio, Turnitin Similarity, Turnitin Feedback Studio with Originality, SimCheck, Originality Check]

    PRICING: Institution shall pay a **Services fee** ("Fee") in the total amount of **$_____US****, for a [*DELETE ALL BUT APPLICABLE ORIGINALITY PRODUCT*: Turnitin Feedback Studio [Enterprise], Turnitin Similarity [Enterprise], Turnitin Feedback Studio with Originality [Enterprise], SimCheck [Enterprise], Originality Check [Enterprise] License [NOTE: for none enterprise licenses] for up to **[#] students** for the Initial Term. [NOTE: Enterprise use only] - Usage is unlimited, but pricing herein is based on **[#] students**]. The Service shall include unlimited submissions of papers, unlimited classes and unlimited Similarity Reports for the Initial Term. If indicated below, the Fee also includes Training fees as applicable.

Gradescope

    PRICING: Institution shall pay a **Services fee** ("Fee") in the total amount of **$_____ US**** for a Gradescope [Enterprise] License for the Initial Term.

    Pricing for future terms will be determined based upon the total number of Course Enrollments used during the previous term. For informational purposes only, the table below estimates prices at a range of Course Enrollments for the two (2) noted years.

Course Enrollments	2023 – 2024	2024 – 2025
Enterprise	$	$

iThenticate

    PRICING: Institution shall pay a **Services fee** ("Fee") in the total amount of **$_____US****, for an iThenticate [Enterprise] license. [Enterprise use only] - Usage is unlimited, but pricing herein is based on **[#] students/Document* Submission Credits**]. The Service shall include access to iThenticate with ____ **[#]** Document* Submission Credits and if applicable, up to ___ **[#]** Institution users, for the Initial Term. If indicated below, the Fee also includes Training fees as applicable.

    *A Document is defined as up to 25,000 words of text.
    Document Submission Credits are debited in full one-credit increments based on a 25,000-word maximum. For example, a 5,000-word submission would be debited 1 Submission Credit, a 10,000-word submission would be debited 1 Submission Credit, a 30,000-word document would be debited 2 Submission Credits, and a 70,000-word submission would be debited 3 Submission Credits.
    Unused Submission Credits do not rollover to future terms

    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 New York 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

INITIAL TERM: Twelve (12) months commencing on the Activation Date, which is defined as the date as confirmed via the applicable Turnitin invoice. **(For planning purposes, the estimated Activation Date is [Month] [Day], 2023)**.

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/about-us/our-company/turnitin-training-terms-and-conditions, and this SPA:
    __ In-Person Training [type]

__ Online Training [type]

SUPPORT: Phone and email support are available Monday through Sunday, 24 X7.

NO CANCELLATION; NO REFUND: For avoidance of doubt, no SPA under this Agreement, or associated Order from Institution, may be canceled or varied by either Party, except as provided in Section 13 Availability. Institution may not cancel or terminate any payment hereunder for its convenience or other cause, whether payment terms are in full or over the Initial Term.

ACKNOWLEDGED AND AGREED, as of Effective Date:

TURNITIN, LLC

Signature:_____

Print Name: _____

Print Title: _____

Date: _____

2101 Webster St Ste 1900
Oakland CA 94612 USA

INSTITUTION

Signature:_____

Print Name:_____

Print Title:_____

Date: _____

Billing Address:_____

_____

Billing Email Address: _____