

Turnitin, LLC Contractual Response

As part of its overall response to the CNR - Consiglio Nazionale delle Ricerche ("University", "Institution" or "Customer") CNR - Consiglio Nazionale delle Ricerche - Documentation to be signed for license purchase (the "RFP"), Turnitin, LLC ("Vendor") is pleased to provide its Contractual Response to the RFP

Turnitin, LLC is pleased to provide its Master Registration Agreement ("Master Registration Agreement" or, the "Agreement"), which represents Turnitin, LLC's standard terms for the license of its services. Subject to the rules, regulations, and applicable law of Institution's procurement, including its Integrity Pact, Turnitin, LLC is pleased to provide its Master Registration Agreement for Institution's consideration , to be incorporated as Exhibit A – Supplemental Provisions.

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MASTER REGISTRATION AGREEMENT

This **MASTER REGISTRATION AGREEMENT** (this “**Master Registration Agreement**”, together with the Service Terms, and Order Form(s), the “**Agreement**”), is between the applicable Turnitin Contracting Party specified in Section 27 below (“**Turnitin**”, “**we**”, “**us**” or “**our**”), and the individual or legal entity licensing the Services under the Agreement and/or an applicable Order Form (“**Customer**”, “**you**”, or “**your**”) and governs your access to and use of the Services. Turnitin and Customer are each, individually, a “**Party**”, and collectively, the “**Parties**” to the Agreement. Capitalized terms used but not defined in this Master Registration Agreement have the meanings set forth in Section 28 (Definitions).

Background. Turnitin has developed a suite of proprietary solutions designed for educational institutions to promote academic integrity, streamline exam assessment processes, and promote originality in academic work. These solutions include advanced technology for test assessments, proctoring, scoring, and recording, as well as tools for detecting potential unoriginal content by comparing texts against resources which may include but are not limited to: (1) internet resources; (2) Turnitin’s proprietary database of texts; and (3) our proprietary Artificial Intelligence (“AI”) detector. Customer is likewise committed to upholding academic integrity and promoting original work and seeks to subscribe to select Services offered by Turnitin, subject to the terms of the Agreement.

TERMS AND CONDITIONS

1. Order Forms; Payment; Taxes.

1.1 **Order Forms.** You will subscribe to the applicable Service by executing an Order Form which will define: (i) the Term; and (ii) the applicable Services you have licensed from us. Each Order Form is governed by the Agreement. You are responsible for providing complete and accurate billing, tax, and contact information to Turnitin.

1.2 **Fees/Payment.** You will pay the total amount due within thirty (30) days of receipt of an invoice. In addition to the total amount due under the invoice, payments not received within thirty (30) days may accrue a late fee (“**Late Fee**”) if specified on an applicable Order Form. Turnitin reserves the right to suspend access to the applicable Service in the event of untimely payment as outlined in section 13. We also reserve the right to pursue legal action for non-payment.

1.3 **Taxes.** Each Party will be responsible, as required under Applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under the Agreement. All fees payable by you are exclusive of Indirect Taxes, except where Applicable Law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such Indirect Tax. If you possess a valid exemption certificate from certain taxes, please email such certificate to us at ar@turnitin.com. All payments made by you to us under the Agreement will be made free and clear of any deduction or withholding, as required by law. If any such deduction or withholding (including cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under the Agreement. We will provide you with such tax forms as are reasonably requested in

order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

2. License Grant and Right to Use Services

During the Term of the Agreement and subject to the Customer's compliance with the terms and conditions of the Agreement, Turnitin hereby grants to the Customer a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, non-commercial, royalty-free license. This license permits the Customer's Authorized Users to access and use the Services purchased pursuant to the Order Form(s) solely for the Customer's own internal purposes. This license grant is subject to the additional license terms applicable to each Service (a) in the Service Terms available at www.turnitin.com/service-terms; and (b) in the chart below:

Table 1 – Additional Services License Terms	
Turnitin Service	Additional License Terms/Restrictions
Turnitin Feedback Studio, Turnitin Feedback Studio with Originality, Turnitin Similarity, Originality, OC, OC+, Clarity, and SimCheck	The license granted for Turnitin Feedback Studio, Turnitin Feedback Studio with Originality, Turnitin Similarity, Originality, Originality Check, Originality Check +, Clarity, and SimCheck and any of their add-on features shall extend to Customer's Authorized Users, but only for their use in classes offered through Institution, and does not cover partner institutions unless otherwise agreed.
iThenticate Service	The license granted for the iThenticate Service extends to Authorized Users, but only for faculty research (i.e., grant proposals, general research, and supplemental course materials) produced in connection with Customer. Customer is responsible for ensuring that its Authorized Users comply with the terms of the Agreement.
Gradescope Service	The license granted for the Gradescope Service includes the right to access, use, reproduce, distribute, publicly perform, and display the Gradescope Service as set forth in the Agreement and the Order Form. This license extends to Authorized Users.
ExamSoft Service	Turnitin grants to Customer during the Term a non-exclusive, non-transferable, limited right, without right of sublicense, for all Authorized Users to: (a) access, use and display the ExamSoft Services from the Site; (b) access and use the Assessment Administration Services; (c) display, manipulate, and print, where enabled, the Authorized User Data, and if applicable, the Proctoring Reports in the course of using the Services; (d) access, use, display and print the applicable User Documentation solely in connection with the Portal Access Services; and (e) if applicable, permit Authorized Users to download and/or use the examinee testing software only for the purpose of taking assessments.

3. Enforcement for Authorized Users.

You shall ensure that all your Authorized Users comply with the terms and conditions of the Agreement, including, without limitation, with your obligations set forth in Sections 4 (Acceptable Use Policy; EULA) and 9 (Restrictions; Other Obligations). You shall promptly notify Turnitin of any suspected or alleged

violation of the terms and conditions of the Agreement and shall cooperate with Turnitin with respect to: (a) investigation by Turnitin of any suspected or alleged violation of the Agreement; and (b) any action by Turnitin to enforce the terms and conditions of the Agreement.

4. Acceptable Use Policy; EULA.

- 4.1 AUP. You agree to comply with Turnitin's Acceptable Use Policy ("AUP"), which is incorporated into this Agreement by reference and sets forth the acceptable and prohibited uses of the Services. The AUP can be found at www.turnitin.com/acceptable-use-policy. Turnitin reserves the right to update the AUP from time to time at its discretion. You shall ensure that your Authorized Users are aware of and comply with the AUP. In the event of any violation of the AUP by you or your Authorized Users, Turnitin may, at its sole discretion, suspend or terminate access to the Services, in addition to any other remedies available under the Agreement or at law. You shall be liable for violation of the terms and conditions of this Agreement by any of your Authorized Users.
- 4.2 EULA. Authorized Users will be required to accept our EULA prior to being granted access to any Services as set forth in the Service Terms.

5. Turnitin Data Usage Rights.

- 5.1 Customer License for Provisions of Services. Customer grants Turnitin, its Affiliates, and its third-party vendors (a) to provide the Services in accordance with the Agreement and any applicable Order Form; (b) to a non-exclusive, royalty-free, transferable, and sublicensable license to access, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display Customer Content and Authorized User Data as necessary for Turnitin (c) to create benchmarks assessing Customer and Customer-based performance and Service utilization; (d) to offer the Customer suggestions; (e) to engage in uses otherwise required by Applicable Law, such as making disclosures to law enforcement pursuant to investigations; and (f) to create Anonymized, Aggregated, and/or De-Identified Data from Customer Content. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Authorized User Data and any information Customer provides relating to any Authorized Users and for obtaining and maintaining requisite copyright or other intellectual property rights relating to any such data such that Customer can grant the rights provided in this Agreement to Turnitin.
- 5.2 Customer License for Product Development. Provided that any usage by Turnitin and its Affiliates is in an Anonymized, De-Identified and/or Aggregated manner that does not identify Customer or any of its Authorized Users, Customer grants Turnitin and its Affiliates a perpetual, irrevocable, non-exclusive, royalty-free, transferable, and sublicensable license to use Customer Data, Authorized User Data, and Submissions (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.
- 5.3 Aggregated, Anonymized, and/or De-Identified Data. Upon creation, Turnitin shall own all right, title, and interest to any Aggregated, Anonymized, and/or De-Identified Data, and Turnitin may use, disclose, reproduce, distribute, display, perform, create derivative works from, and

otherwise exploit Aggregated, Anonymized, and/or De-Identified Data for any lawful purposes, including, but not limited to, improving its existing products and services, developing new products and services, and for research, marketing, and promotional purposes, provided that such use does not directly or indirectly identify Customer or any Authorized User and is not prohibited by Applicable Data Protection Laws.

- 5.4 Required Consents. Customer represents and warrants that it will comply with and has provided all required notices and obtained all necessary consents and authorizations from its Authorized Users, as required by Applicable Law, to grant Turnitin the licenses set forth in this Section 5.

6. Service Terms.

The Service Terms apply to specific Services and provide additional terms and conditions governing your use of those Services. These Service Terms are available at www.turnitin.com/service-terms and are incorporated herein by reference. Your access to and use of the applicable Services are subject to the relevant Service Terms, in addition to the terms and conditions of the Agreement.

7. Reports and Source Database.

With respect to any Services that include reports evaluating textual sources, AI writing content and the database of source documents ("Source Database"), you agree (a) to maintain any Turnitin notices (including legal notices relating to Turnitin's proprietary rights such as copyright and trademark notices) and disclaimers on the reports; (b) to exercise independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in submitted papers, acknowledging and understanding that the reports are only tools for detecting textual similarities between compared works and/or writing likely generated by AI and do not determine conclusively the existence of plagiarism; (c) that any disclosure of a report to any third party is at the your own risk; and (d) that for papers stored in the Source Database, you authorize and instruct Turnitin to retain such papers for the purpose of using them as source material to detect unoriginal text in other papers in the future, including after the Term of the Agreement, unless your Turnitin administrator makes a written request to us to delete such papers.

8. Turnitin Obligations.

Turnitin agrees to: (a) use industry standards to protect the security of accounts, passwords, and the Source Database; (b) comply with the then-current Turnitin Policies, which are incorporated herein by reference; and (c) use reasonable efforts to make reports available online for a period of one hundred and eighty (180) days after the set end date for each class, with subsequent access, as available, to be provided via request to your account representative.

9. Restrictions; Other Obligations.

- 9.1 Restrictions. You and your Authorized Users may use the Services solely for the purposes expressly permitted by the Agreement. Neither you nor any Authorized User shall (or shall attempt to): (a) use the Services for purposes other than your internal use; (b) reverse engineer, decompile, disassemble, modify or create works derivative of the Services; (c) 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; (d) use the Services for purposes of (i) benchmarking or competitive analysis of the Services, (ii) developing, using or providing a competing software

product or service, or (iii) any other purpose that is to our detriment or commercial disadvantage; (e) probe, scan, penetrate or test the vulnerability of the Services or breach the Services' security or authentication measures, whether actively or passively; (f) impersonate or misrepresent us, any of our employees, another user, or any other person or entity (including without limitation, by using email addresses associated with any of the foregoing); or (g) introduce any programs that contain viruses, worms, and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Services. You shall maintain the confidentiality of any passwords associated with the use of the Services in strict confidence and shall not share such passwords with any third party. For clarity, you may not share user credentials with any third-party without Turnitin's prior written consent.

- 9.2 **Other Obligations.** You shall be solely responsible for all use of the Services made with your passwords. Additionally, you: (a) must use the Services in accordance with Turnitin's then-current Documentation; (b) shall not remove any proprietary notices (e.g., copyright and trademark notices) from either the Services, Documentation, content, or reports provided by Turnitin; (c) shall ensure your use of the Services complies with all Applicable Laws; (d) abide by all Turnitin Policies provided on the Turnitin Site (<https://www.turnitin.com/>); and (e) shall 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, (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.

10. Professional Services.

If an Order Form includes the provision of certain professional services (which typically include implementation, training with respect of the use of the Services, or assistance in creating Outputs (as defined below)) ("**Professional Services**"), then such services shall be provided in accordance with the Statement of Work to be attached to the Order Form ("**SOW**"). The Professional Services shall be provided remotely (and not at Customer's site), unless otherwise agreed in writing between the Parties in the SOW. The Professional Services may be performed by a third party if mutually agreed in the SOW.

11. Telecommunications and Internet Services.

You acknowledge and agree that your and your Authorized Users' use of the Services is dependent upon access to telecommunications and Internet services. You are solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Turnitin is not responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

12. Privacy and Data Protection; Security.

- 12.1 **Collection/Processing of Personal Data.** Solely to the extent necessary for Turnitin's provision of the Services to Customer, Customer (in its capacity as Data Controller) may from time to time provide or make available access to Personal Data contained in Customer Content to Turnitin (in its capacity as a Data Processor). Turnitin's collection, use, processing, and disclosure of Personal Data in connection with the Services will be subject to and in compliance with the Data

Processing Agreement available at www.turnitin.com/dpa (“**DPA**”) and as described in its Privacy Policies available at [https://help.turnitin.com/Privacy and Security/Privacy and Security.htm](https://help.turnitin.com/Privacy%20and%20Security/Privacy%20and%20Security.htm) or <https://examsoft.com/privacy-policy> or (as may be amended and/or updated from time to time by Turnitin in its sole discretion).

- 12.2 **Customer’s Undertakings.** Customer acknowledges and agrees that Personal Data and information may be transferred outside of the United States or any other jurisdiction where Customer, its third-party vendors, and users are located. Customer shall be solely responsible for providing all required notices, obtaining all consents, opt-ins, and authorizations, and providing and managing all opt-outs as may be required by all Applicable Data Protection Laws, for the collection, disclosure, transfer, storage and processing of Personal Data and/or Sensitive Personal Data by Turnitin according to Customer’s instructions under this Agreement. When information or data is provided by Customer, Customer shall also have the sole responsibility for accuracy, quality, integrity, reliability, appropriateness, and copyright permission.
- 12.3 **Security.** Turnitin shall have in place—and shall comply with—documented written information security policies and procedures, periodically reviewed, covering the administrative, physical, and technical safeguards in place to protect against unauthorized access to or acquisition of Personal Data. Such policies and procedures will include encryption of data, where practicable, virus detection, and firewall utilization.

13. Suspension of Access.

In addition to any Service specific suspension rights set forth in the Service Terms, we may, in our sole discretion, also suspend your or any Authorized User’s access to the Services (i) in order to prevent damage to, or degradation of, the Services; (ii) to comply with Applicable Laws, court order, or other governmental requests; (iii) to otherwise protect us from potential legal liability; (iv) if we believe that your or any Authorized User’s use of the Services is causing immediate and ongoing financial, physical, or reputational harm to us or others (including our customers); or (v) to address a breach of any Turnitin Policy or the Agreement, including, but not limited to, failure to timely pay amounts due and payable for use of the Services. Subject to the foregoing, we shall use reasonable efforts to provide you with notice prior to or promptly following any suspension of the Services. We shall use commercially reasonable efforts to restore access to the Services as soon as it has determined that the event giving rise to suspension has been resolved unless we have elected to terminate the Agreement for breach. You agree that Turnitin will not be liable to you or to any third party for any suspension of any Service under such circumstances as described in this Section 13.

14. Return of ExamSoft Data.

Upon request by Customer within ninety (90) days of the termination of an Order Form for ExamSoft Services, Turnitin shall provide access to ExamSoft Services for the sole purpose of permitting Customer to download Authorized User Data, Test Data, and Proctoring Reports using ExamSoft’s standard features and processes. After such 90-day period, Turnitin will have no obligation to maintain or provide Customer access to Authorized User Data or any other relevant data or reports and may thereafter, unless legally prohibited, delete all such data and reports in Turnitin’s Systems or otherwise in Turnitin’s possession or under its control. In the event of expiration or termination of an Order Form for ExamSoft Services, Turnitin shall not use Personal Data, Test Data, or Proctoring Reports related to those Services that have not been deleted, except as otherwise permitted by the Agreement.

15. Proprietary Rights; Ownership.

- 15.1 Turnitin Ownership. Subject to 15.2 (Customer/Student Ownership), Turnitin or its Affiliates, as the case may be owns (a) all rights in and to the Services, including the underlying software and technology (including all Intellectual Property Rights therein or thereto), all as may be updated, improved, modified or enhanced from time to time; (b) all trademarks, service marks, trade names and other statutory or common law intellectual property or other proprietary rights related to the Services; and (c) with the exception of Output (which is owned by Customer), all other reports and all materials created by the Services (including the format of any such reports but excluding the Personal Data of Customer or any Authorized User). With the exception of the limited license granted to Customer in Section 2 (Right to Use Services; License Grant), nothing contained in the Agreement shall be construed as granting Customer, any Authorized Users, or any other third party any right, title, or interest in or to Turnitin's or its Affiliates', as the case may be, Intellectual Property Rights whether expressly, by implication, estoppel, or otherwise. All rights in such items are expressly reserved to Turnitin or its Affiliates, as the case may be.
- 15.2 Customer/Student Ownership: As between the Parties and subject to Sections 5.2 (Customer License for Product Development); 5.3 (Aggregated, Anonymized, and/or De-Identified Data); and 15.3 (Feedback), (a) Customer owns the Authorized User Data, Test Data, and Proctoring Data and acts as the Controller for any Personal Data contained therein; and (b) Students own the Submissions.
- 15.3 Feedback. All right, title and interest in the Services and any other Turnitin materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding Turnitin, LLC, its Affiliates, or the Services, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Turnitin, LLC, or its Affiliates, as the case may be. Customer hereby does and will irrevocably assign to Turnitin all evaluations, ideas, feedback and suggestions made by Customer to Turnitin regarding the Services (collectively, "Feedback") and all Intellectual Property Rights in the Feedback.

16. FERPA.

To the extent Customer or Customer Content is subject to the Family Educational Rights and Privacy Act ("FERPA"), Customer designates Turnitin a "school official" within the meaning of FERPA 34 CFR Section 99.31. Turnitin will remain under the direction of Customer 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.

17. Insurance.

Turnitin will maintain the current applicable commercial general liability and cyber liability insurance limits as presented in any certificates of insurance (evidence of coverage only) ("Turnitin COIs") provided to you, and will ensure that such coverage extends to Turnitin, with the limits therein not materially decreasing during the Term. Upon your written request during the Term, we will provide you with the then-current Turnitin COIs.

18. Support.

We will provide reasonable email and phone support to you via your sole appointed primary account administrator during our normal support hours.

19. Term and Termination

19.1 Term.

19.1.1. Term for Non-Governmental Customers. With the exception of any customers who are governmental entities (which are governed by Section 19.1.2), the initial term of the Agreement (“**Initial Term**”) commences on the start date specified in the Order Form and continues until terminated in accordance with this Section 19.1.1 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 Form. 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 ninety (90) days prior to the end of the then-current Term. Each Renewal Term shall incorporate and is subject to our then-current pricing. Your administrator will receive reminders regarding renewal requirements when logging into the Services before the Term expires.

19.1.2. Term for Governmental Customers. This section applies only to customers who are governmental customers or state institutions. For any governmental customers or state institutions, the Initial Term will be as specified in the Order Form; 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 state institution may terminate the Agreement without penalty by providing written notice to us at least ninety (90) days prior to the end of the then-current Term. For clarity, termination is strictly tied to the appropriations from the state and not any budgetary changes made by the governmental customer or state institution. Each Renewal Term shall incorporate and is subject to our then-current pricing.

19.2 Termination.

19.2.1. Turnitin Immediate Right of Termination. Turnitin shall have the right to immediately terminate the Agreement or any Order Form(s) by giving written notice to Customer if Customer or any of its Authorized Users does or attempts to do any of the following: (a) decodes, decompiles, reverse engineers, merges, modifies, translates, attempts to defeat or disable the Services, or otherwise alters the Services in any form; (b) reproduces, duplicates or copies Services or creates derivative works based on Services, transfers, resells or grants any other rights of any kind for any copy of Services; (c) uses the Services for purposes of: (i) benchmarking or competitive analysis of the Services; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Turnitin’s detriment or commercial disadvantage; (iv) probes, scans, penetrates or tests the vulnerability of the Services or breaches the Services’ security or authentication measures, whether actively or passively; (v) impersonates or misrepresents Turnitin, any Turnitin personnel, another user, or any

other person or entity (including without limitation, by using email addresses associated with any of the foregoing); (vi) introduces any Malicious Code or other programs designed to interrupt, destroy, or limit the functionality of the Services; (vii) fails, within thirty (30) days, after receipt of written notice from Turnitin, to immediately discontinue the distribution or use of software or Services that infringe any copyright of Turnitin; or (viii) Uses the Services in any manner that breaches the terms of the Agreement or fails to follow the operating instructions provided by Turnitin; or (ix) fails, within thirty (30) days, after receipt of written notice from Turnitin, to pay any fees due and payable pursuant to the Agreement; or (x) if Customer becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it, or makes an assignment for the benefit of any creditors.

- 19.2.2. Mutual Termination for Material Breaches. If either Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after written notice thereof, the non-breaching Party may terminate the Agreement by subsequent written notice to the breaching Party. Notwithstanding the foregoing, if Turnitin is terminating the Agreement due to Customer's failure to pay any amounts due, Turnitin may terminate the Agreement if Customer has not cured the breach within (5) business days after receipt of notice of the breach from Turnitin.
- 19.2.3. Termination Due to Third Party Service Providers. In the event our ability to provide the Services is dependent upon a third-party provider of services, either used by you or us (in each case, "**Third-Party Services**"), and that third-party is unwilling or unable to provide the Third Party Services, we reserve the right to terminate that particular Service by written notification to you (which notification, notwithstanding 26.8 (Notice) may be delivered by telephone or electronic communication), or suspend the affected Service until such time as the third-party service provider becomes capable or willing to provide the Third-Party Services.
- 19.2.4. Rights and Obligations Upon Termination. Upon expiration or termination of the Agreement, subject to Section 19.2.5 (Use of ExamSoft Beyond Expiration) and Section 19.2.6 (Survival), Customer's and its Authorized Users' right to access and use the Services shall immediately terminate, Customer and its Authorized Users shall immediately cease all use of the Services, and each Party shall return or destroy and make no further use of the other Party's Confidential Information, materials, or other items (and all copies thereof).
- 19.2.5. No Refunds. Except as provided in Section 1.10 of the Service Terms, and Sections 12 (Privacy and Data Protection; Security) and 26.12 (Modifications to Turnitin Policies) herein, no Order Form from Customer may be canceled or terminated by Customer, and in no other termination event shall Customer be owed a refund of prepaid fees. For clarity, Customer may not cancel or terminate any fees owed under the Agreement or any Order Form for its convenience, whether payment terms require Customer to make a single payment in full or multiple payments during the Term.
- 19.2.6. Use of ExamSoft Beyond Expiration Date. In the event the Parties have not renewed the ExamSoft Services beyond the then-current Term, but Customer desires to continue to

use the ExamSoft Services, Turnitin reserves the right to permit Customer to continue to access and use the ExamSoft services pursuant to Section 14; provided however, the fees applicable to Customer's usage for the ExamSoft Services shall automatically increase by 20% during any such post-expiration usage period.

19.2.7. Survival. Sections 5 (Turnitin Data Usage Rights); 7 (Reports and Source Database); 15 (Proprietary Rights; Ownership); 19.2.4 (Rights and Obligations upon Termination) through 19.2.7 (Survival); and 20 (Confidentiality) shall survive any expiration or termination of the Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

20. Confidentiality.

20.1 Customer's Use of Turnitin's Confidential Information. Customer may (a) use Turnitin's Confidential Information only in connection with Customer's use of the Services as expressly permitted by the Agreement; and (b) use the Turnitin Content solely as expressly permitted under the Agreement.

20.2 Turnitin's Use of Customer's Confidential Information. To the extent Customer submits Confidential Information to the Service(s), Turnitin may use Customer's Confidential Information only as necessary to perform the Services in accordance with the Agreement and as otherwise expressly permitted by the Agreement.

20.3 Mutual Confidentiality Obligations. Each Party will take all reasonable measures to prevent the disclosure, dissemination, or unauthorized use of the other Party's Confidential Information, including, at a minimum, those measures they take to protect their own confidential information of a similar nature. The receiving Party's obligations under this Section shall not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality; (c) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement and reasonably cooperates with the disclosing Party's efforts to contest or limit the scope of the required disclosure. Each Party's obligations related to the other Party's Confidential Information (except for trade secrets) shall survive for five (5) years following the expiration or termination of the Agreement. For any Confidential Information that constitutes a trade secret under Applicable Law, the receiving Party's confidentiality obligations shall survive for as long as such information remains a trade secret under Applicable Law.

21. Warranty and Disclaimer.

21.1 Warranty. Service Specific warranties (when and if applicable) are set forth in the Service Terms. In addition, during the Term, Turnitin warrants that (a) to the best of its knowledge, the Services (excluding any Customer Content and Third-Party Content) do not infringe the Intellectual Property Rights of any third party; and (b) it shall use reasonable efforts to provide the Services and support as set forth herein and as described on the Site and published Documentation. If the Services are found to be defective or not in compliance with the warranties set forth in this Section 21, Turnitin's sole obligation, and Customer's exclusive remedy, shall be for Turnitin to use commercially reasonable efforts to repair or replace (at Turnitin's option) the defective

Services at no additional cost to Customer unless exclusive remedy is specified in Service Terms. Customer acknowledges that the Services are limited in scope by a finite database of material for comparison, a search process that might not have indexed the material used to create the submitted work, and non-access to certain proprietary databases of written work. Customer also acknowledges that reports indicate the possibility of textual matches only, and the actual determination of plagiarism is subject to Customer's professional judgment.

21.2 Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 21.1 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 SERVICES 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 APPLICABLE LAW.

21.3 Risks Associated with Internet Use. THE SERVICES ARE ACCESSED AND USED OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT VARIOUS RISKS ARE ASSOCIATED WITH ITS USE, INCLUDING BUT NOT LIMITED TO: (I) THE POTENTIAL FOR MALICIOUS CODE AND OTHER VIRUSES, WORMS, OR OTHER UNDESIRABLE DATA OR SOFTWARE; AND (II) THE POSSIBILITY OF UNAUTHORIZED USERS (E.G., HACKERS) ATTEMPTING TO OBTAIN ACCESS TO OR CAUSE DAMAGE TO CUSTOMER'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR ANY SUCH ACTIVITIES OR CONSEQUENCES RESULTING FROM THE USE OF THE INTERNET IN CONNECTION WITH THE SERVICES.

22. **Limitation of Liability.**

22.1 WAIVER OF DAMAGES. EXCEPT FOR CLAIMS RELATING TO TURNITIN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (THE "**EXCLUDED CLAIMS**"), NEITHER TURNITIN, ITS AFFILIATES, NOR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

22.2 NO LIABILITY FOR CERTAIN CLAIMS. EXCEPT FOR (A) THE EXCLUDED CLAIMS; (B) OR IN CASE OF BREACH OF SECTION 20.2 (TURNITIN'S USE OF CUSTOMER'S CONFIDENTIAL INFORMATION) OR 20.3 (MUTUAL CONFIDENTIALITY OBLIGATIONS), OR (C) TURNITIN'S OBLIGATION TO INDEMNIFY CUSTOMER UNDER SECTION 23.2, AND REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER 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 ANY INFORMATION AND/OR OUTPUT OR OTHER REPORTS PROVIDED OR OTHERWISE ACCESSED IN CONNECTION WITH THE SERVICES; OR (II) FOR ANY LIABILITY ARISING FROM CUSTOMER'S DISCLOSURE OF ANY SUCH REPORTS OR OUTPUT TO ANY THIRD PARTY.

- 22.3 **LIABILITY CAP.** EXCEPT FOR (A) THE EXCLUDED CLAIMS; (B) IN CASE OF BREACH OF SECTION 20.2 (TURNITIN'S USE OF CUSTOMER'S CONFIDENTIAL INFORMATION) OR 20.3 (MUTUAL CONFIDENTIALITY OBLIGATIONS); OR (C) TURNITIN'S OBLIGATION TO INDEMNIFY CUSTOMER UNDER SECTION 23.2 (INDEMNIFICATION BY TURNITIN), AND TO THE EXTENT ALLOWED BY APPLICABLE 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 CUSTOMER UNDER THE 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 THE AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL THEIR ESSENTIAL PURPOSE.
- 22.4 **Third-Party Products.** In connection with the Services, Turnitin may make available to Authorized Users or Customer 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, 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 ANY THIRD-PARTY LICENSOR BE LIABLE TO INSTITUTION, 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.

23. Indemnification.

- 23.1 **Indemnification by Customer.** To the extent allowed by Applicable Law, Customer shall indemnify, defend, and hold harmless Turnitin, its Affiliates, officers, directors, employees, agents, and licensors (collectively, "**Turnitin Indemnified Parties**") from any and all claims, losses, damages, liabilities, settlements, and expenses (including but not limited to reasonable attorneys' fees and all related costs) (collectively, "**Losses**") incurred by Turnitin 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) Customer's or any Authorized User's breach of its restrictions or obligations under the Agreement; or (b) Customer's decision not to follow Turnitin's strong recommendations set forth in Section 3 (Turnitin Feedback Studio/Similarity/SimCheck/Clarity Services) of the Service Terms available at www.turnitin.com/service-terms.

- 23.2 Indemnification by Turnitin. To the extent allowed by Applicable Law, Turnitin shall indemnify, defend, and hold harmless Customer and its affiliates, officers, directors, employees, agents, and licensors (collectively, "**Customer Indemnified Parties**") from Losses incurred by Customer's Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party alleging that (i) Customer's licensed use of the Services, 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 Customer hereunder. Turnitin shall have no obligation to indemnify Customer 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) Customer's failure to use the Services in accordance with the Agreement; or (iii) any matter for which Customer is obligated to indemnify Turnitin hereunder.
- 23.3 Indemnification Procedures. To qualify for the foregoing indemnity obligation, the Party seeking indemnity must: (i) give the indemnify Party prompt written notice of any Claim; and (ii) allow the indemnifying Party to control, and fully cooperate with the indemnifying Party in, the defense and all related negotiations.
- 23.4 Governing Law and Dispute Resolution. The Agreement is governed by Applicable Law in accordance with Section 27 (Contracting Party; Applicable Law), and unless otherwise set forth in an Order Form, the Parties consent to the exclusive personal jurisdiction of the applicable jurisdiction detailed in Section 27 (Contracting Party; Applicable Law).

24. Accessibility.

While the parties agree the standards are evolving under the law, Turnitin Services target compliance with Web Content Accessibility Guidelines 2.0 (with the exception of ExamSoft, which conforms with version 2.1), Level AA. Areas of non-conformance, and Voluntary Product Accessibility Templates, are available on the Turnitin website. If a Student user of the Services raises a complaint regarding the accessibility of the Services to accessibility@turnitin.com, Turnitin shall use commercially reasonable efforts to resolve such complaint at no additional cost to the Customer. If Turnitin is unable to provide a satisfactory resolution, Customer's sole remedy and Turnitin's sole liability shall be for Customer to terminate the Agreement with thirty (30) days' written notice to Turnitin. In such case, Customer shall receive a refund of prepaid fees, prorated to the date of termination.

- 24.1 Other Provisions. Except as provided herein, all amendments or modifications to the 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 the Agreement shall not be construed as a waiver of any provision or right.
- 24.2 Third-Party Beneficiaries. Except as set forth in Section 23 (Indemnification), the Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to the Agreement.
- 24.3 Changes to Services. Turnitin reserves the right, in its sole discretion, to make any changes to the features and functionalities of the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services to its customers, (ii) the competitive strength of or market for Turnitin's services; (iii) the Services' cost efficiency or performance; (b) to

comply with Applicable Laws; or (c) as otherwise determined by Turnitin as commercially necessary.

- 24.4 Equitable Relief. Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of the Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.

25. Representations and Warranties.

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into and perform the Agreement, (b) the execution and delivery of the Agreement has been duly authorized, and (c) entering into the Agreement does not violate any Applicable Law.

26. Miscellaneous

- 26.1 Controlling Documents. Except as otherwise provided herein, in the event of any conflict between the terms of the Agreement and the terms of any subsequent agreement, including, without limitation, any Turnitin Policies, SOWs or other documents, the terms of the Agreement will control, unless the Parties expressly agree in any applicable Order Form or SOW that such Order Form or SOW should control.
- 26.2 Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the offending provision shall be modified by the minimum extent required to render the provision enforceable.
- 26.3 Waiver. The waiver from time to time by a Party of any of their rights or their failure to exercise any remedy will not operate or be construed as a continuing waiver of the same or of any other of such Party's rights or remedies provided in the Agreement.
- 26.4 Relationship of the Parties. The Parties are operating as independent contractors, and nothing in the Agreement will be construed as creating a partnership, franchise, joint venture, employer-employee, or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.
- 26.5 Language. All communications and notices made or given pursuant to the Agreement must be in the English language. If we provide a translation of the English language version of the Agreement, the English language version of the Agreement will control if there is any conflict.
- 26.6 Assignment. Except as expressly provided in the Agreement, neither the Agreement nor any obligations under it may be assigned or delegated by either party without the prior written consent of the other party, except that Turnitin may assign the Agreement, in whole or in part, without consent to (a) any Affiliate or subsidiary of Turnitin; (b) an acquirer of all or substantially

all of the assets or equity of Turnitin; or (c) a successor by merger. Any change of control of Customer is considered an assignment for the purposes of this Section.

- 26.7 Headings. Headings in the Agreement are provided for the convenience of the parties only and will have no substantive effect.
- 26.8 Notice. Any notice, authorization, designation, request or instruction under or in connection with the Agreement, to be effective, will be in writing and will be deemed duly given or served upon delivery, addressed, if to Turnitin, to contracts@turnitin.com; and if to Customer, to the email address as set forth in the applicable invoice. Either Party may notify the other in the foregoing manner of any other address to which such communications are to be addressed under the Agreement.
- 26.9 Force Majeure. Neither Party will be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond its reasonable control, including but not limited to acts of God, riots, pandemics (but excluding COVID-19), civil disturbances, wars, states of belligerency or acts of the public enemy (a “**Force Majeure Event**”). If any Force Majeure Event occurs, the Party delayed or unable to perform will give immediate notice to the other Party, and, if the delay continues for more than thirty (30) days, the Party affected by the other’s delay or inability to perform may elect to: (i) terminate the Agreement or the applicable Order Form, (ii) suspend the Agreement or the applicable Order Form for the duration of the Force Majeure Event, or (iii) resume performance of the Agreement or the applicable Order Form once the Force Majeure Event ceases with an option for the affected Party to extend the period of the Agreement or the applicable Order Form up to the length of time of the Force Majeure Event. As to any other delay, time is of the essence as to performance under the Agreement.
- 26.10 Publicity. Except as set forth below, neither Party will use the name of the other Party in any news release, public announcement, advertisement or other form of publicity without securing the prior written consent of the other. Notwithstanding the foregoing, Turnitin may use and reference Customer’s name as a subscriber to the Services in connection with truthful advertising or promotion of the Services.
- 26.11 Remedies Cumulative. Except as limited under the Agreement, the rights and remedies afforded to each Party under the Agreement are in addition to any other rights or remedies, at law or in equity or otherwise.
- 26.12 Modifications to Turnitin Policies. Turnitin may modify any Turnitin Policies at any time by posting a revised version on the Site or by otherwise notifying you in accordance with Section 26.8 (Notice). The modified terms will become effective upon posting or, if you are notified pursuant to Section 26.8 (Notice), within thirty (30) days after your receipt of the notice. By continuing to use the Services or Turnitin Content after the effective date of any such modifications, you agree to be bound by the modified terms. It is your responsibility to check the Site regularly for modifications to the Turnitin Policies. In the event that you do not agree to the revised Turnitin Policies, you may terminate the Agreement by giving thirty (30) days written notice, and we will refund you the pro-rated amount of any prepaid annual subscription fees, calculated from the date of such termination. Continued use of the Services shall constitute your acceptance of revisions to the Turnitin Policies.

- 26.13 **Complete Agreement.** The Agreement and all exhibits therein (including any other terms incorporated by reference) contain the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Turnitin and Customer with respect to the subject matter of the Agreement. Except as set forth in this Section 26.13 (Complete Agreement), no amendment, modification or supplement of any provision of the Agreement will be valid or effective unless made in writing and signed by a duly authorized officer of Turnitin and Customer.
- 26.14 **Non-Exclusive Remedies.** Except as set forth in Section 23.2 (Indemnification by Turnitin) and the exercise by either Party of any remedy under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.
- 26.15 **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of the Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.
- 26.16 **Battle of Forms.** Customers purchase, license, and use of Services shall be solely governed by the terms and conditions of the Agreement. Any terms or conditions introduced by Customer either directly, indirectly by way of reference or otherwise are hereby explicitly rejected and shall not apply. The Parties agree that any additional or differing terms or conditions in any other document or arrangement not forming part of the Agreement, including but not limited to any letter or terms of engagement or the like, purchase order, invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document issued by or on behalf of Customer shall be void, and of no force or effect to the extent such are in breach of or contradiction with the Agreement.

27. Contracting Party; Applicable Law.

Turnitin Products			
Account Country	Turnitin Contracting Party	Turnitin Contracting Party Address	Applicable Law / Applicable Jurisdiction
Indonesia	PT Turnitin Education Indonesia	Level 38 Tower A 88 Office Tower, Kota Kasablanka, Jl. Casablanca Raya Kav. 88 Kel, Menteng Dalam Jakarta Kec. Tebet Kota Adm. 12870 Indonesia	Indonesia
Japan	Turnitin Japan, LLC	Link Square Shinjuku 16F, 5 Chome 27-5 Sendagaya, Shibuya-ku Tokyo 151-0051 Japan	Japan / Singapore (SIAC)

All LATAM Countries	Turnitin Mexico S. de R.L. de C.V	Avenida Vasconcelos 755 Pte. ED Plaza Avanta, 3rd floor, interior A, Col. Del Valle, C.P. 66220, San Pedro Garza García, Nuevo León, 66220, Mexico	Mexico / Mexico City
India, Bangladesh, Nepal, Bhutan, Sri Lanka, Maldives	Turnitin India Pvt Ltd	Suite #1603, Floor 16, Max Towers, Sector - 16B Noida, Uttar Pradesh 201301 India	India / Delhi
Any other country that is not listed in the table above	Turnitin, LLC	1920 Broadway # 205, Oakland, CA 94612, USA	New York, NY
ExamSoft Products			
Account Country	Turnitin Contracting Party	Turnitin Contracting Party Address	Applicable Law / Applicable Jurisdiction
UK	Liftupp Ltd	Liftupp Ltd. 6th floor, Wellbar Central 36 Gallowgate Newcastle Upon Tyne NE1 4TD United Kingdom	United Kingdom
India	Turnitin India Pvt Ltd	Suite #1603, Floor 16, Max Towers, Sector - 16B Noida, Uttar Pradesh 201301 India	India / Delhi
All other country that is not listed in the table above	Examsoft Worldwide LLC	1920 Broadway # 205, Oakland, CA 94612, USA	New York, NY

28. Definitions.

In addition to other terms defined elsewhere in the Agreement, the following terms, when capitalized, will have the following meanings:

“Account Country” is the country associated with Customer’s Services account based on Customer’s billing address on the Order Form, for the purposes of the table in Section 27.

“Affiliate” means a legal entity that directly or indirectly owns, controls, is owned by or is under common ownership or control with a Party.

“Aggregated Data” or “Aggregated” means information that relates to a group or category of Data Subjects, from whom individual Data Subject identities have been removed, that is not linked or reasonably linkable to any Data Subject.

“Anonymized Data” or “Anonymized” means information that does not relate to an identified or identifiable natural person or Personal Data rendered anonymous in such a manner that the Data Subject is not or no longer identifiable.

“Applicable Laws” means all federal, state, local, international and foreign laws, rules, regulations, directives, orders and ordinances of the jurisdiction in the table listed in Section 27.

“Applicable Data Protection Laws” means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, (i) General Data Protection Regulation 2016/679 (“GDPR”); (ii) Directive 2002/58/EC; (iii) any applicable national implementations of (i) and (ii); (iii) in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union; and (iv) California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199) (“CCPA”); in each case, as may be amended, superseded or replaced.

“Assessment Administration” means assessment administration, including but not limited to authoring, proctoring, scoring, and recording of assessments using the ExamSoft Services.

“Authorized User(s)” means any individual or entity to whom Customer has granted access and use of the Services, in accordance with the terms of this Agreement, this includes, but is not limited to, administrators, Instructors, Students, investigators, publishers, and researchers.

“Authorized User Data” means information that the Authorized User inputs into the Services, including without limitation, Personal Data, written text or materials, assessment questions, answers, and other assessment content.

“Authorized User Documentation” means the written instructions and specifications, user manuals, user guides, technical manuals, release notes, and online help files regarding use of the Services, and any other materials prepared in connection with any Service, correction, or enhancement, and shall include any updated versions as may be provided by ExamSoft from time to time (a) in the course of providing the Services; or (b) as part of any online tutorials or help files provided with the Services.

“Authorized User Portal” means a webpage(s) on the Site that Customer makes available to particular Authorized Users to access and use the Portal Services.

“Confidential Information” means all non-public information, data, or materials of a confidential or proprietary nature of a party including, without limitation, any trade secrets, functional and technical specifications, SOC 2 reports, HECVAT information, designs, drawings, analysis, research, processes, computer programs, algorithms, methods, “know how” and other technical information, sales and marketing research, materials, plans, and other business information, accounting and financial information, personnel records, information concerning the products, services and business of a party and any other information: (a) that the disclosing party marks as confidential or proprietary; or (b) that due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential. Confidential Information does not include information that (a) is or becomes publicly available without breach of the Agreement by a Party; (b) was rightfully in a Party’s possession without any confidentiality obligations prior to its disclosure by the other Party; (c) is received by a Party from a third party without breach of any obligation of confidentiality; or (d) is independently developed by a Party without reference to or use of the other Party’s Confidential Information.

“Control” (including the term “controlled by”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“Controller” means the Party, which alone or jointly with others, determines the purposes and means of processing of Personal Data.

“Customer Content” means any and all data, information, materials, and content provided or submitted by Customer, or on the Customer’s behalf, to Turnitin in connection with the Services, including but not limited to Authorized User Data, Submissions, Output, and any other content related to the Customer’s use of the Services.

“Data Subject” means any identified or identifiable natural person.

“De-Identified Data” or “De-Identified” means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular consumer provided that the business that possess the information: (a) takes reasonable measures to ensure that the information cannot be associated with a Data Subject; and (b) publicly commits to maintain and use the information in deidentified form and not to attempt to reidentify the information, except that the business may attempt to reidentify the information solely for the purpose of determining whether its deidentified processes satisfy the requirements of Applicable Data Protection Laws.

“Documentation” means the electronic documentation for technical and use requirements for any Service available through the Site.

“Effective Date” means the date identified as such in the applicable Order Form.

“End User License Agreement” or “EULA” means the agreement between Authorized Users and Turnitin or its Affiliates that outlines the terms and conditions of Authorized Users’ access to and use of the software and associated Services.

“Force Majeure Event” has the meaning given to it in Section 26.9.

“Indirect Taxes” means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

“Instructor” means any individual employed or otherwise engaged by Customer as a teacher, professor, lecturer, or in a similar educational capacity, who is authorized by Customer to access and use the Services in accordance with the terms and conditions set forth in the Agreement.

“Intellectual Property Rights” means all the intellectual property and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country or any political subdivision thereof, including, without limitation: (a) all trade names, trade dress, trademarks, service marks, logos, and other identifiers; (b) copyrights, moral rights (including rights of attribution and rights of integrity); (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, trade secrets, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (e) all goodwill associated therewith and all rights and causes of action

for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

“Malicious Code” means viruses, worms, time bombs, Trojan horses, malware, spyware and other malicious code, files, scripts, agents or programs designed to: (a) damage, destroy or alter any software, hardware or data stored therein; (b) reveal, damage, destroy or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software, hardware or data stored therein

“Order Form” means any written order or quote for Services, whether in physical or electronic form, that is executed by both Turnitin and Customer. Each Order Form is effective upon signing by both Parties and is subject to and governed by the terms and conditions of the Agreement, which are incorporated by reference.

“Output” means any data, results, or materials generated or produced by Customer as a direct and specific outcome of using the Services, excluding any data, intellectual property, or Confidential Information owned or controlled by Turnitin or its Affiliates, and any enhancements, modifications, or derivative works of the Services or Turnitin’s Confidential Information. Output includes Proctoring Reports.

“Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual and also includes any information that meets the definition of “personal data”, “personal information”, “personally identifiable information”, “nonpublic personal information” or any similar term in Applicable Data Protection Legislation.

“Portal Services” means those Services provided to Authorized Users to enable such Authorized Users’ access to and use of the Authorized User Portal.

“Processor” means the Party which processes Personal Data on behalf of the Controller.

“Proctoring Data” means all data, information, and materials collected, generated, or processed during the proctoring of assessments, including without limitation, audio, video, screen recordings, photographs, identity authentication information, and any other data related to the monitoring and evaluation of the integrity and authenticity of the assessment process.

“Proctoring Reports” means the records, summaries, analysis, or other reports generated by the proctoring or monitoring features of any Service, which provides information about a Student’s conduct and performance during an assessment to evaluate whether any such assessments have flagged exam integrity and related issues.

“Product” means the products, services, and software applications that Turnitin provides to Customer and Authorized Users, as applicable.

“Sensitive Personal Data” includes, but is not limited to, Personal Data that reveals a person’s social security number, driver’s license, state identification card number, passport number; account login information, financial account, debit card, or credit card in combination with a security or access code or credentials for accessing the account; precise geolocation; racial or ethnic origin, religious or philosophical beliefs or union membership; contents of a consumers’ mail, email, and/or text message

unless to the intended recipient; genetic data; biometric information for the purpose of uniquely identifying an individual; health information; and/or information relating to an individual's sex life or sexual orientation.

"Service(s)" means each of the services made available by Turnitin or any of its Affiliates including those web services described in the Service Terms. Services do not include any Third-Party Content.

"Service Terms" means the specific rights and restrictions applicable to particular Services, which can be found at www.turnitin.com/service-terms. (and any successor or related locations designated by Turnitin). Turnitin reserves the right to update the Service Terms at its discretion from time to time.

"Site" means the Turnitin website and Authorized User Portals that Turnitin makes available to Customer, its administrators and Instructors, and Students from time to time to access and use certain Portal Services in accordance with the terms of the Agreement.

"Site Terms" means the terms of use of the Site located at <https://www.turnitin.com/> (and any successor or related locations designated by Turnitin), as may be updated by Turnitin from time to time.

"Student" means any of Customer's examinees who (i) install any portion of the ExamSoft Services on personal computer equipment; or (ii) download at least one assessment; or (iii) utilize portions of the ExamSoft Services to take an assessment on equipment provided by Customer; or (iv) take an assessment manually using paper but whose test results are later processed by the ExamSoft Services for processing and analysis by Customer; or (v) any examinee whose performance is otherwise assessed using ExamSoft Services (e.g., with rubrics).

"Submissions" means any written works, documents, or other materials submitted by Authorized Users to the Services for the purpose of examining, detecting, and preventing academic misconduct, including, but not limited to plagiarism in accordance with the terms and conditions set forth in the Agreement.

"Support Services" means the ongoing support and maintenance services that are provided by Turnitin to Customer (including its Authorized Users) for the Services.

"Systems" means the hardware and software platforms, owned, or used by ExamSoft and/or its licensors, in the course of providing the Services.

"Term" has the meaning given to it in Section 19.1.

"Test Data" means information that ExamSoft collects from Students for the purpose of Assessment Administration, including, but not limited to makes and models of computers used by Students, device identification number, types and versions of software used by Students and Software performance related information, Student biometric video and audio recordings, and other assessment-related data.

"Third-Party Content" means any technology, software, data, information, documents, or other materials made available to Customer by any third party on the Site or in conjunction with the Services.

"Turnitin Content" means all data, information, materials, and content that Turnitin provides or makes available through the Services, including without limitation, the Source Database, algorithms, software, tools, templates, text, graphics, images, and any other intellectual property or proprietary information

owned or licensed by Turnitin, but excluding Customer Content, Authorized User Data, Test Data, Output or Third-Party Content.

“Turnitin Policies” means all policies of Turnitin applicable to the Services, including its Privacy Policy, Turnitin Service Terms, and Acceptable Use Policy.

“Updates” means bug or error fixes, patches, modifications, enhancements, updates, upgrades, corrections, replacement and successor products, new versions, and new releases.

Acknowledged and agreed, as of the Effective Date:

Turnitin, LLC

Signature:

Signature:

Print Name:

Print Name:

Print Title:

Print Title:

Date:

Date:

1920 Broadway # 205,
Oakland, CA 94612, USA

Certificate Of Completion

Envelope Id: 7007A92B-E690-450E-B98F-7153F9381823
 Subject: Complete with Docusign: Turnitin Contractual Response.pdf
 Billing Address:
 Billing Address 2:
 Source Envelope:
 Document Pages: 23
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Angel Felice Figueroa
 2101 Webster St., Suite 1800
 Oakland, CA 94612
 afigueroa@turnitin.com
 IP Address: 111.90.201.73

Record Tracking

Status: Original
 9/19/2025 4:52:40 PM
 Holder: Angel Felice Figueroa
 afigueroa@turnitin.com
 Location: DocuSign

Signer Events

Angela Rhee
 arhee@turnitin.com
 Sr Dir Business Affairs
 Turnitin LLC

Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 705FC2A8E9CC45B...

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Sent: 9/19/2025 4:53:31 PM
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 Signed: 9/19/2025 4:56:11 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/21/2021 8:52:46 AM
 ID: 9ad67b2e-7ff3-4436-8522-6351a64e1452

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RFP Team
 rfptenders@turnitin.com

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