

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 **ALVORD UNIFIED SCHOOL DISTRICT** (“Institution”).

Note: This Agreement covers all Services (defined below) offered by Turnitin. Accordingly, based on the Services ordered by Institution, please be advised that not all of these 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 possible textual matches against Internet-available resources and Turnitin’s own proprietary database. 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 those Turnitin services purchased by Institution from time-to-time pursuant to an Order (defined below). During the Term, as defined in section 11(a) 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 to the right to use, reproduce, distribute, publicly perform, and display the Gradescope service as set forth herein, and in the Order.

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. abide by the Turnitin Policies (Privacy Policy, Acceptable Use Policy, EULA, and the applicable Terms of Use) provided on the Turnitin website, 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 Turnitin 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, Institution shall:

- i. not make statements to Students that Institution is using the Service in a given class when such class is not registered (Note: even within a particular class using the Service, for purposes of fairness and equal application, Turnitin strongly recommends requiring Student submission of all papers rather than submission by Instructors only of papers singled out by Instructor);
- ii. consider Turnitin’s strong recommendation that the course syllabus of each course making use of the Service carry a notice substantially similar to the effect of the following: “Students agree that by taking this course all required papers may be subject

to submission for textual similarity review to Turnitin.com for the detection of plagiarism. All submitted papers will be included as source documents in the Turnitin.com reference database solely for the purpose of detecting plagiarism of such papers. Use of the Turnitin.com service is subject to the Usage Policy posted on the Turnitin.com site.” If use of the Service is instituted after distribution of the syllabus, then Institution shall consider Turnitin’s strong recommendation that equivalent written notice is provided by the Instructor to the Students; and,

- iii. consider Turnitin’s strong recommendation that students enrolling at Institution receive clear notice similar to paragraph 3(e) above in their student handbook or comparable communication at the time of enrollment.

b. **Use of 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 solely on an aggregated and anonymized basis (“Aggregated Data”) and 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. 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 in a submitted paper under the acknowledgement and understanding that the reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism;
- c. 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.

7. TURNITIN OBLIGATIONS. Turnitin agrees to:

- a. use reasonable efforts to protect the security of accounts, passwords and the Source Database;
- b. comply with the then current Policies posted on the Turnitin site, 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; and,
- 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.

8. 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, 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.
- 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.

9. ORDER; PRICING AND PAYMENT. Institution may order the Service under the terms and conditions of this Agreement via the following methods: 1) an Institution-issued Purchase Order; 2) an Institution-executed quote; 3) a fully executed Turnitin Service Pricing Agreement (“SPA”); 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 Master Registration Agreement – v1.4 [for 2021]

are expressly conditioned on the terms and conditions of this Agreement. Pricing shall be per the applicable Order, and shall also include the maximum usage of the Service permitted to Institution and Institution agrees not to exceed such usage without purchasing additional 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 California law.

10. SUPPORT. Turnitin shall provide reasonable email and phone support to Institution via Institution's sole appointed primary account administrator during Turnitin's normal support hours.

11. TERM AND TERMINATION.

- a. **Term.** The term ("Term") of the Services under this Agreement shall be defined in the applicable Order. Thereafter, the Agreement may be renewed on the mutual agreement of the parties for additional renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be presented with reminders when logging onto the Services regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the renewal Term will be subject to the mutual agreement of the parties.
- b. **Termination for Breach.** In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.
- c. **Effects of Termination; No Refunds.** Except as provided under Section 3 (g); Section 12 Availability; or Section 18 Accessibility, in no termination event shall Institution be owed a refund of prepaid Fees.
- d. **Survival.** Sections 5(a)(i), 5(d)(iv), 6, 7(d) and (e), 8, 11-13, 14(b)-(e), 15, and 16 shall survive any expiration or termination of this Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

12. AVAILABILITY. Turnitin shall use commercially reasonable efforts to make the Services available for access over the Internet at least 99% of the time during each month of the Term, except for scheduled maintenance and repairs, failures related to Institution's systems and Internet access, and any interruption in the Services due to causes beyond the control of Turnitin or that are not reasonably foreseeable by Turnitin, including, without limitation: loss or theft of data; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failure; failures or default of third party software, vendors, or products; and communications, network/internet connection, or utility interruption or failure. In the event Turnitin fails to achieve the foregoing availability requirement, Turnitin shall use commercially reasonable efforts to correct such loss or interruption as quickly as practicable. In the event Turnitin fails to achieve the foregoing availability requirement for three (3) consecutive months during the Term, then Institution may terminate this Agreement with thirty (30) days' written notice to Turnitin, and Institution shall be owed a refund of prepaid fees, prorated to the date of such termination.

13. CONFIDENTIALITY. To the extent 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.

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

- a. **Warranty.** Turnitin warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third-party content) does not infringe the intellectual property rights of any third party. During the Term, Turnitin warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on Turnitin's site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Services are limited in scope by a finite database of material with which to compare a submitted work, a search process that might not have indexed the material that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that reports indicate the possibility of textual matches only and that the actual determination of plagiarism is a matter subject to the professional judgment of Institution acting alone.
- b. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 14 (a) ABOVE, THE SERVICES (INCLUDING THE REPORTS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICE WILL BE TIMELY, SECURE OR ERROR-FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY CALIFORNIA LAW.
THE SERVICES ARE ACCESSED AND USED OVER THE INTERNET. INSTITUTION ACKNOWLEDGES AND AGREES THAT TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE INSTITUTION'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.
- c. **Limitation of Liability.** EXCEPT FOR TURNITIN'S WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, OR IN CASE OF BREACH OF SECTION 13, OR TURNITIN'S OBLIGATION TO INDEMNIFY INSTITUTION UNDER SECTION 15(b) HEREUNDER, AND REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY CALIFORNIA STATE LAW, INSTITUTION AGREES THAT IN NO EVENT WILL TURNITIN OR ITS

AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICES; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF A REPORT TO ANY THIRD PARTY, OR (III) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES 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 13, OR TURNITIN'S OBLIGATION TO INDEMNIFY INSTITUTION UNDER SECTION 15(b) HEREUNDER, AND TO THE EXTENT ALLOWED BY CALIFORNIA STATE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE 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.

15. INDEMNIFICATION.

- a. **Indemnification by Institution.** TO THE EXTENT ALLOWED BY CALIFORNIA 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(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 CALIFORNIA 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.

16. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the United States of America and, unless as otherwise set forth in the Order, the State of California ("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 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.

17. 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 the Term. During the Term and on written request from Institution, Turnitin will provide Institution with the then-current Master Registration Agreement – v1.4 [for 2021]

Turnitin COIs.

18. 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.

19. 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

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

2101 Webster St Ste 1800
Oakland CA 94612 USA

ALVORD UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Address: _____

EXHIBIT A
SERVICES PRICING AGREEMENT

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

PRICING: Institution shall pay a **Services fee** ("Fee") in the total amount of **\$ 20,980.84 US****, for a Turnitin Feedback Studio with Originality License (including Originality Check, Online Grading and Peer Review) for up to **5,426 students** at Norte Vista High School, La Sierra High School, and Hillcrest High School, for the Term. The Service shall include unlimited submissions of papers, unlimited classes and unlimited Similarity Reports for the Term. If indicated below, the Fee also includes Training fees as applicable.

Payment is due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by California state law (or in accordance with the applicable law set forth in "**GOVERNING LAW**" below).

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

TERM: 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 **July 1, 2021**).

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** [Virtual Training Session, consisting of a customized live webinar]

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

GOVERNING LAW: If completed below, Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

16. GOVERNING LAW; DISPUTE RESOLUTION; STATE LAW REFERENCES. This Agreement shall be governed by the laws of the United States of America and the State of N/A [insert name of other USA state], excluding its conflict of laws rules. The parties hereby consent to the exclusive personal jurisdiction of and venue in the federal or state courts located in N/A [insert name of other USA state].

(Related note: As it relates to the above, the applicable State law references in Sections 9, 14 and 15 of the Agreement are hereby modified to the State of N/A [insert name of other USA state].)

NO CANCELLATION; NO REFUND: For avoidance of doubt, no SPA under this Agreement, or associated Order from Institution, may be cancelled or varied by either Party, except as provided in Section 12. Institution may not cancel or terminate any payment hereunder for its convenience or other cause, whether payment terms are in full or over the Term.

ACKNOWLEDGED AND AGREED, as of the Effective Date:

TURNITIN, LLC

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

2101 Webster St Ste 1800

Oakland CA 94612 USA

ALVORD UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Billing Address: _____

Billing Email Address: _____

EXHIBIT B
APPENDIX

between Institution and Turnitin, LLC For California
Assembly Bill 1584 and Senate Bill 1177 Compliance re:
California Education Code Section 49073.1

This **Appendix** is Exhibit B of the Master Registration Agreement entered into between **Turnitin** and **Alvord Unified School District** as of the Effective Date.

WHEREAS, Alvord Unified School District ("Institution") is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), Senate Bill 1177 ("SB 1177"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 and SB 1177 require, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; accordingly, terms used in this Exhibit for purposes of AB 1584 and SB 1177 compliance, such as, but not limited to, "pupil", "pupil records", and "pupil-generated content", are defined in Education Code section 49073.1;

WHEREAS, Institution and Turnitin, LLC ("Turnitin") desire to have the contemplated Registration Agreement and related Service comply with AB 1584 and SB 1177 as applicable.

NOW, THEREFORE, the Parties agree as follows:

1. The term of this Exhibit B shall expire on the termination date stated in the contemplated Agreement or in any amendment to such Agreement, whichever controls.
2. Pupil records obtained by Turnitin from Institution continue to be the property of and under the control of the Institution.
3. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: Each end user of the Services, including pupils, has his own Turnitin account with login. Once logged in, the pupil can edit his user information or submit, resubmit or download paper submissions.
4. The procedure by which a pupil may transfer pupil-generated content to a personal account is outlined as follows: A pupil can log in to Turnitin and download his submitted papers to his local machine.
5. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: Use the pupil's login to edit user information or resubmit a paper.
6. Turnitin shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures: Turnitin employees sign and adhere to Turnitin's internal security and privacy policy. Data is stored and backed up at secure data centers.
7. In the event of an unauthorized disclosure of a pupil's records, Turnitin shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: Turnitin will report such unauthorized disclosure to the Institution, and will work at Institution's direction on further notifications.
8. Turnitin shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Agreement.
9. Turnitin certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Registration Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure: Pupils may delete their Turnitin account at any time, though Turnitin will not delete accounts automatically. Pupils may request deletion of submitted papers by submitting the request to their Instructor, who may delete the paper from his inbox, or by submitting the request to Institution's Turnitin Administrator, who may instruct Turnitin Support to delete the paper(s).
10. Institution and Turnitin shall work together to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure: 34 CFR 99.31 (a) provides that a contractor, consultant, volunteer or other party performing a service for the institution may receive education records provided that the recipient uses and processes the information consistent with the instructions of the school system. In this context, Turnitin is performing part of the grading function for instructors, and all use of the pupil data is for the direct and indirect benefit of the instructor and the Service. Further:
 - a) Turnitin expects and suggests that institutions shall comply with FERPA's notice requirements regarding the use and disclosure of directory and non-directory education records so that pupils and parents are aware that the school(s) may engage service providers.
 - b) Turnitin enables a school's compliance with FERPA whether the instructors have each pupil forward papers to Turnitin prior to formal submission or after formal submission via a learning management system ("LMS") that is

- integrated with Turnitin.
- c) Institutions are free to inspect or audit our services to assure themselves that all information is used only for the purposes of assisting instructors.
 - d) The data is kept secure at all times and are only used for purposes of assisting the instructor in assessing the assignment. Turnitin includes option of having assignments submitted by pupils who can keep their identity secret by using a pseudonym and by submitting papers in formats that contain little if any identifying metadata. This reduces the chance of our collecting and processing personal data in these instances.

TURNITIN, LLC

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

2101 Webster Street, Suite 1800
Oakland CA 94612

ALVORD UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Billing Address: _____

Billing Email Address: _____



Quote Details

Expiration date 6/30/2021

Prepared By Shannon Johnson
Phone (510) 764-7871
Email sjohnson@turnitin.com

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

Quote Number Quote-Q-484338-1
Institution Alvord Unified School District

Contact Name Jason Marquez
Phone 951-358-1740
Email jason.marquez@alvordschools.org

Bill To Name Alvord Unified School District
Bill To 10365 Keller Ave
RIVERSIDE, CA 92505
US

Quotation

Alvord USD High Schools- Feedback Studio license
2021-22

Product	Product Description	Start Date	End Date	Total
Turnitin Feedback Studio with Turnitin Originality	Check for similarity and identify potential contract cheating with tools to streamline feedback and grading- New sites: Hillcrest HS, La Sierra HS	7/1/2021	6/30/2022	USD 12,881.76
Turnitin Feedback Studio with Turnitin Originality	Check for similarity and identify potential contract cheating with tools to streamline feedback and grading- -- Norte Vista HS prorated term	8/27/2021	6/30/2022	USD 6,349.08
Alvord USD High Schools- Feedback Studio license 2021-22 TOTAL:				USD 19,230.84

Implementation Support

Product	Product Description	Start Date	End Date	Total
Virtual Training Session	(3) 60-minute live, interactive webinar session for instructors. Prior to your session we will arrange an alignment call to determine audience and outcomes.	7/1/2021	6/30/2022	USD 1,500.00
Implementation Kick-Off	Kick Off Call, Technical Account Setup, Admin Training, full access to recorded training library, unlimited registration access for multiple weekly trainings sessions and a dedicated Relationship Manager.	7/1/2021	6/30/2022	USD 250.00
Implementation Support TOTAL:				USD 1,750.00
Sales Tax				

TOTAL	USD 20,980.84
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Please Note:

Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.
No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

Order Instructions:

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

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

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

Training:

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