REGISTRATION AGREEMENT

This REGISTRATION AGREEMENT ("Agreement") is made as of September 30, 2014 (the "Effective Date"), by and between iParadigms, LLC, a California limited liability company ("iParadigms") and The University of North Carolina at Greensboro ("Institution")

1. OVERVIEW. iParadigms has developed and operates a unique service which allows educational institutions to check student work for possible textual matches against Internet-available resources and its own proprietary database (the "Service"). Institution desires to protect and promote academic integrity in its curriculum and students and wishes to subscribe to the Service as a tool for detecting and preventing plagiarism.

2. LICENSE GRANT. During the Term and subject to Institution's compliance with the terms and conditions of this Agreement, iParadigms hereby grants to Institution a non-transferable, non-exclusive license to use the Service. This license shall extend to instructors employed by the Institution ("Instructors"), but only for their use in classes and student research projects offered through Institution and provided that Instructors' use shall be governed by the terms and conditions of this Agreement. Institution shall be responsible for ensuring that their Instructors comply with the terms of this Agreement. No other license is granted by implication, estoppel or otherwise.

3. USE OF SERVICE. With respect to use of the Service, Institution shall:

a. Abide by the Acceptable Use Policy set forth in the Usage Policy for the Turnitin.com site, attached hereto as Exhibit C, which is incorporated herein by this reference and as may be revised by iParadigms from time-to-time. Any such revisions to the Acceptable Use Policy will be posted on the Turnitin.com site. Continued use of the Service shall constitute Institution's and its Instructors' acceptance of future revisions to the policy. iParadigms agrees to make reasonable efforts to provide notice of material revisions to the Usage Policy and Privacy Policy. In such event, Institution does not agree to a revision during the Term, Institution may terminate this Agreement;

b. use the Service only in connection with classes offered in its own curriculum or academic research projects, to its own students ("Students") for the purpose of submitting Student work for evaluation and shall not rent, lease or provide access to such benefits from the Service to any other institution or individual;

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

d. not make statements to Students that Institution is using the Service in a given class or research project when such class is not registered (Note: even within a particular class using the Service, for purposes of fairness and equal application, iParadigms strongly recommends requiring Student submission of all papers rather than submission by Instructors only of papers singled out by Instructors);

e. consider iParadigms' strong recommendation that the course syllabus of each course making use of the Service carry a notice substantially to the effect of the following: "Students agree that by taking this course all required papers may be subject to submission for textual similarity review to Turnitin.com for the detection of plagiarism. All submitted papers will be included as source documents in the Turnitin.com reference database solely for the purpose of detecting plagiarism of such papers. Use of the Turnitin.com service is subject to the Usage Policy posted on the Turnitin.com site." If use of the Service is instituted after distribution of the syllabus, then Institution shall consider iParadigms' strong recommendation that equivalent written notice is provided by the Instructor to the Students;

f. consider iParadigms' strong recommendation that students enrolling at Institution receive clear notice similar to paragraph 3(c) above in their student handbook or comparable communication at the time of enrollment; and,

iParadigms may, in its sole discretion, suspend Institutions or any of its Instructor's or Student's access to the Service to (i) prevent damages to, or degradation of, the Service; (ii) comply with any law, regulation, court order, or other governmental request; (iii) otherwise protect iParadigms from potential legal liability; or (iv) address a breach of the Acceptable Use Policy set forth in the Usage Policy for the Turnitin.com site. iParadigms shall use reasonable efforts to provide Institution with notice prior to or promptly following any suspension of the Service. iParadigms shall restore access to the Service as soon as the event giving rise to suspension has been resolved.

4. ORIGINALITY REPORTS AND SOURCE DATABASE. With respect to reports evaluating textual sources ("Originality Reports") and the database of source documents ("Source Database"), Institution agrees:

a. to maintain any iParadigms' notices (including legal notices relating to iParadigms' proprietary rights (e.g., copyright and trademark notices) and disclaimer on the Originality 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 Originality Reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism;

c. any disclosure of an Originality Report to any third party is at the Institution's own risk; and,

d. all papers submitted by Institution and/or its Instructors and Students shall be retained in the Source Database solely for the purposes of using such papers as source material to detect potential plagiarism of such papers in the future, for access by the instructor as an archive of submitted work, and for peer review if the instructor enables such option, except as expressly authorized by Students and/or Instructors.

5. iPARADIGMS OBLIGATIONS. iParadigms agrees to:

a. enable Instructors and/or account administrators to create Instructor accounts and enable Students to create Student accounts in the Service, subject to their agreement to be bound by and adherence to, as applicable, this Agreement, and the Usage Policy on the Turnitin.com site;

b. create an Originality Report for each submitted paper and to use reasonable efforts to make such Originality Report
available online for a period of one hundred and eighty (180) days after the set archive date for a class, with subsequent access, as available, to be provided via request to www.turnitin.com help.

c. Use reasonable efforts to protect the security of accounts, passwords and the Source Database.

d. Comply with the then-current Privacy Policy attached hereto as Exhibit D, and posted on the iParadigms' site, incorporated herein by this reference.

6. OWNERSHIP. As between the parties, subject to the licenses granted herein and the underlying ownership rights of Students in and to the submitted papers, iParadigms owns all rights in and to the Service and all materials created by the Service, including the format of Originality Reports, and all intellectual property rights related thereto. With the exception of the limited license granted in Section 2, nothing contained herein shall be construed as granting Institution, Instructors, or Students any right, title, or interest in iParadigms' intellectual property or proprietary information. All rights in such items are expressly reserved to iParadigms.

7. PRICING AND PAYMENT. Pricing shall be per iParadigms' Service Pricing Agreement ("SPA"). The SPA shall also include the maximum usage of the Service permitted to Institution and Institution agrees not to exceed such usage without purchasing additional usage as per the SPA. All payments are due net thirty (30) days from the date of invoice.

8. SUPPORT. iParadigms shall provide reasonable email and phone support to Institution via Institution's sole appointed primary account administrator during iParadigms' normal support hours, with any additional support hours provided according to the terms of an Additional Support Agreement to be entered into by the parties.

9. TERM AND TERMINATION.

a. Term. The term ("Term") of this Agreement shall consist of the Initial Term and any Renewal Terms, as defined herein. The Initial Term of this Agreement shall commence on the date set forth in the SPA and extend for a period of one (1) year or for the period of time specified in the SPA. Thereafter, the Agreement may be renewed on the mutual agreement of the parties for additional one (1) year Renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be presented with reminders when logging onto the Service regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the Renewal Term will be subject to the mutual agreement of the parties.

b. Termination for Breach. In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.

c. Survival. Sections 3(d), 4, 5(c)-(d), 6, and 9-13 shall survive any expiration or termination of this Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

10. AVAILABILITY. iParadigms shall use reasonable efforts to make the Service available for access over the Internet at least 98% of the time during each month of the Term, except for scheduled maintenance and repairs, failures related to Institution's systems and Internet access, and any interruption in the Service due to causes beyond the control of iParadigms or that are not reasonably foreseeable by iParadigms, including, without limitation: loss or theft of data; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; default of third party software, vendors, or products; and communications, network, Internet connection, or utility interruption or failure. In the event iParadigms fails to achieve the foregoing availability requirement, iParadigms shall use commercially reasonable efforts to correct such loss or interruption as quickly as practicable.

11. WARRANTY AND DISCLAIMER: LIMITATION OF LIABILITY AND LIABILITY CAP.

a. Warranty. iParadigms 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, iParadigms warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on iParadigms' site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Service is limited in scope by a finite database of material with which to compare a submitted work, a search process that might not have indexed the material that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that Originality 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 10(a) ABOVE, THE SERVICE (INCLUDING THE ORIGINALITY REPORTS) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. iPARADIGMS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, 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. iPARADIGMS WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.
c. Limitation of Liability. REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY LAW, INSTITUTION AGREES THAT IN NO EVENT WILL IPARADIGMS OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSES BE LIABLE FOR: (i) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICE, (ii) FOR ANY LIABILITY ARISING FROM THE INSTITUTION’S DISCLOSURE OF AN ORIGINALLY REPORT TO ANY THIRD PARTY, OR (iii) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, EVEN IF IPARADIGMS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

d. Liability Cap. TO THE EXTENT ALLOWED BY CALIFORNIA STATE LAW, IPARADIGMS AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSES’ TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID TO IPARADIGMS BY INSTITUTION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVEN RISE TO LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN THOSE JURISDICTIONS IPARADIGMS’ LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

e. THIRD-PARTY PRODUCTS. In connection with the Service, IParadigms may make available to User or Customer a separate license to certain third party products (collectively, the “Third Party Products”). Except as otherwise provided in the third party 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 Service, EXCEPT AS OTHERWISE PROVIDED IN THE THIRD PARTY LICENSE AGREEMENT, IF ANY. ACCOMPANYING THE THIRD PARTY PRODUCTS, THE THIRD PARTY PRODUCTS ARE PROVIDED “AS-IS.” WITHOUT WARRANTIES OF ANY KIND AND IPARADIGMS 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 IPARADIGMS OR THE THIRD PARTY LICENSOR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Registration Agreement v4.9

12. DELETED.

13. DELETED.

14. OTHER PROVISIONS. If subscription to the Service is via an individual department, all provisions applying to an Institution herein shall be deemed to apply to the department. In the event of a conflict between this Registration Agreement and the End User License Agreement (“EULA”), this Registration Agreement shall control. To the extent the EULA includes any language relating to indemnification, governing law or jurisdiction of disputes, modification of applicable statutes of limitations, any terms that would be deemed a waiver of sovereign immunity by the Institution, or any other terms the Institution is prohibited by the laws of North Carolina or rules of the North Carolina Attorney General, any such language or terms shall be null and void with respect to the Institution and its employees. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous written or oral agreements. Except as provided herein, all amendments or modifications to this Agreement must be by actual hardcopy execution by an authorized signatory of each party. A party’s failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the balance of the Agreement, which shall remain in full force and effect and the offending provision shall be modified to the minimum extent required to render the provision enforceable. Institution may not assign or transfer this Agreement. iParadigms may assign this agreement in the event of acquisition, merger, corporate reorganization or similar change of control event. iParadigms may use and reference Institution’s name as a subscriber to the Service in connection with truthful advertising or promotion of the Service. There are no third party beneficiaries of this Agreement.

15. FERPA Provisions:

a. In the course of providing the Services, iParadigms may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder. Such information is considered confidential and is therefore protected. To the extent that iParadigms has access to “education records” under this contract, it is deemed a “school official,” as each of these terms are defined under FERPA. iParadigms agrees that it shall not use education records for any purpose other than in the performance of this contract. Except as required by law, iParadigms shall not disclose or share education records with any third party unless permitted by the terms of the contract or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of iParadigms under this contract.

b. In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant
State law or regulations, iParadigms will immediately inform the University of such request in writing if allowed by law or judicial and or administrative order. iParadigms shall not provide direct access to such data or information or respond to individual requests. iParadigms shall only retrieve data or information upon receipt of, and in accordance with, written directions by University and shall only provide such data and information to University. It shall be University’s sole responsibility to respond to requests for data or information received by iParadigms regarding University data or information. Should iParadigms receive a court order or lawfully issued subpoena seeking the release of such data or information, iParadigms shall provide reasonable notification to University of its receipt of such court order or lawfully issued subpoena and shall immediately provide University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and or administrative order.

c. If iParadigms experiences a security breach concerning any education record covered by this contract, then iParadigms will notify the University as quickly as practicable and take reasonable steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in the contract may, at University’s discretion, result in cancellation of further consideration for contract award. In addition.

d. Upon termination of contract, except as otherwise provided herein, upon written notice from the Institution, iParadigms shall delete all data or information received from University upon, and in accordance with, direction from University. iParadigms shall not retain copies of any data or information received from University once University has directed iParadigms to delete the data. Furthermore, iParadigms shall ensure that they dispose of any and all data or information received from University in a University-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

ACKNOWLEDGED AND AGREED, as of the Effective Date:

IPARADIGMS, LLC
By: ____________________________
Date: 10/1/14
Print Name: George Mazzotta
Print Title: Chief Financial Officer
1111 Broadway 3rd Fl
Oakland CA 94607

UNIVERSITY OF NORTH CAROLINA AT GREENSBORO
By: ____________________________
Date: 10/1/14
Print Name: Gloria Thornton
Print Title: Assoc. VC for Client Svcs
Address:
ITSC Client Services, 202 Forney 13th Fl.
UNCG
Greensboro, NC 27412

Registration Agreement v4.9
EXHIBIT A
SERVICES PRICING AGREEMENT

This Services Pricing Agreement ("SPA") is Exhibit A of the Registration Agreement entered into between iParadigms and University of North Carolina at Greensboro as of September 30, 2014.

PRICING: Institution shall pay a services fee (Fee) in the amount of $114,397.00 U.S. for a Turnitin Campus License for the Initial Term. The Service shall include unlimited submissions of papers, unlimited classes and student research projects, and unlimited Originality Reports for the Initial Term ("Term").

TERM: The term is twelve (12) months, from September 30, 2014 to September 29, 2017.

IMPORTANT TAX INFORMATION: Products sold to certain states are subject to tax. iParadigms charges sales tax in these states: AZ, IL, IN, MA, MI, NM, NY, OH, SD, TX, UT, WA, PA. Your invoice will reflect applicable state and local taxes. If you have a valid tax exemption certificate, please email it to octavio@turnitin.com

ACKNOWLEDGED AND AGREED, as of 10/1/14:

iParadigms
By: [Signature]
By: [Signature] Glorina Thornton
Date: 10/1/14
Print Name: George Mazzotta
Print Name: Glorina Thornton
Print Title: Chief Financial Officer
Print Title: Assoc VC for Client Servs
1111 Broadway 3rd Fl
Oakland CA 94607
BILLING Address: ITS 235 Bryan Bldg.
UNCG Greensboro NC 27412

Registration Agreement v4.9