



MASTER SAAS SUBSCRIPTION TERMS (Organization)

These MASTER SAAS SUBSCRIPTION TERMS (this “**Agreement**”) govern the access and use of software-based services and other services provided by PlagScan GmbH, a German limited liability company with offices located at Lichtstraße 30, 50825 Cologne, Germany (“**PlagScan**”). Unless otherwise agreed in writing, this Agreement will be incorporated into any Order Form executed or otherwise acknowledged by a customer named on such form (“**Customer**”).

1. DEFINITIONS

“**Organizational Users**” means individuals who are employees, contractors, students, and agents of Customer that are authorized by the Customer to access and use the Service through a Service account after being issued user credentials such as a user-id and password.

“**Customer Data**” means electronic documents, data, and other information uploaded, submitted, or otherwise transmitted by Organizational Users to or through the Service.

“**Documentation**” means installation guides and other documentation related to the Service made available to Customer by PlagScan.

“**Fees**” means the subscription fees, use fees, and any other fees to be paid by Customer described in an Order Form.

“**Order Form**” means the PlagScan issued order form describing purchased services, the price to be paid by Customer, and other terms.

“**Service(s)**” means the software-based service described in an Order Form.

“**Subscription Term**” means period of time during which PlagScan permits Customer to access a Service as specified in an Order Form.

2. USE OF THE SERVICE

2.1 Access and Use. Subject to any data upload, page number, end-user number, or use case limitations stated in the Order Form and subject to compliance with the terms of this Agreement, PlagScan grants to Customer a limited, non-exclusive, non-transferrable, non-sublicensable right during the Subscription Term to access and use the Service for its internal business or academic purposes. If Customer is an organization, Customer may permit authorized use of the Service only by Organizational Users. Customer will not permit use of the Service by any individual that is not an Organizational User.

2.2 Credentials. PlagScan may require Organizational Users to create a user account, including a user name and password or other login credentials (“**Login Credentials**”). Customer and Organizational Users are responsible for maintaining the confidentiality and security of the Login Credentials. Customer is responsible for all acts and omissions of each individual Organizational User that Customer permits to use the Service.

2.3 Students and Authors. The Service may allow Organizational Users to analyze documents submitted by other users of the Service. These other users may be organizations who have entered into an organizational subscription agreement with PlagScan or may be individual students or authors who have not been issued user-ids and passwords or other Login Credentials under this Agreement but who access the Service through a separate web-portal. Use of the Service by any such web-portal users is not governed by this Agreement but, rather, is governed by separate terms of use.

2.4 Restrictions of Use. Customer will not: (i) use the Service except as permitted hereunder; (ii) decompile, disassemble or reverse engineer any software underlying the Service; (iii) host, sell, resell, rent, exploit or lease the Service or any portion of the Service or use the Service for time sharing purposes or on a service bureau basis; (iv) remove any copyright or proprietary notices contained in the Service or place any third party's trademarks on the Service or otherwise imply that the Service was developed, owned by or proprietary to Customer or any other third party; (v) obtain or attempt to obtain the Service by any means or device with intent to avoid paying Fees; (vi) enable access to the Service by any third party except as otherwise provided in this Agreement or with the prior written consent of PlagScan; (vii) use the Service to access, alter or destroy any information of another customer of PlagScan by any malicious means or device; (viii) use the Service to introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of another party's computer, property or information; (ix) use the Service intending to damage, disable, overburden, or impair any PlagScan server or network(s) connected to any PlagScan server or interfere with any other party's use and enjoyment of the Service; (x) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service; (xi) use the Service to defraud, defame, abuse, harass, stalk, threaten or infringe the rights of privacy or other intellectual property (including copyright) of others or otherwise violate any applicable law; (xii) circumvent or modify any security technologies included as part of the Service; (xiii) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan (including without limitation by use of any tool designed to automatically emulate the actions of a human user in connection with such testing) on the Service; or (xiv) attempt or permit any third party to do any of the foregoing. PlagScan may suspend usage of the Service by any user, without notice, pending any investigation of misuse.

3. CUSTOMER DATA; DATA MANAGEMENT; DATA PROTECTION

3.1 Customer Data. Subject to the terms of this Agreement, Customer hereby grants to PlagScan a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit and create derivative works of the Customer Data, in each case to the extent necessary to provide the Service to its customers.

3.2 No Sensitive Data. Except for personally identifying and financial information transmitted to PlagScan during the process of Customer or Organizational User creating a Service Account, Customer and Organizational Users will not process or submit to the Service any Customer Data that includes any sensitive or secret personal, financial, or business data, including (i) "personal health information," as defined under the Health Insurance Portability and Accountability Act, unless it enters into a separate agreement with PlagScan relating to the processing of such data; (ii) government issued identification numbers, including Social Security numbers, driver's license numbers and other state-issued identification numbers; (iii) financial account information, including bank account numbers; (iv) payment card data, including credit card or debit card numbers, and (v) personal data, as defined under Directive 95/46/EC of the European Parliament and any national laws adopted pursuant to such EU directive, about residents of Switzerland or any member country of the European Union, including racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life, or the commission or alleged commission any crime or offense.

3.3 No Obligation. PlagScan does not provide file storage services. PlagScan has no obligation to store or make use of any Customer Data after the Subscription Term.

3.4 Data Management Features. The Service may include features that allow Organizational Users to control the manner in which their data is stored and used within Service databases. For example, the Service may allow an Organizational User to make Customer Data available for the processing of results for other users or available to the public. Also by way of example, the Service may include a feature allowing an Organizational User to delete from Service databases the documents that such user has uploaded to the Service. It is the responsibility of Customer and Organizational Users to understand and use such features to obtain the desired results.

3.5 Rights in Customer Data. Customer represents and warrants that it and its authorized Organizational Users have the rights and licenses necessary to grant the license in Section 3.1 and to otherwise provide Customer Data to PlagScan in connection with use of the Service and that Customer Data will not violate any intellectual property rights of third parties, confidential relationships, contractual obligations, or applicable laws.

3.6 Data Protection. PlagScan will maintain reasonable administrative, physical, and technical safeguards designed for the prevention of unpermitted access to Customer Data. PlagScan does not guarantee that these safeguards will be effective against misappropriation of data. PlagScan's liability for failure to safeguard is limited under Section 11.

4. SERVICE LEVEL COMMITMENT

The service level within PlagScan's control is the availability of the Service, not, for example, the transmission of data over the public Internet. PlagScan will make commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned maintenance periods or (ii) any unavailability caused by circumstances beyond its reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving PlagScan employees), third-party service provider failures or delays, or denial of service attacks.

5. SUPPORT; CONSULTING SERVICES; FEEDBACK

5.1 Support. PlagScan will make available to Customer any updates, corrections, bug fixes, modifications, improvements, additions, upgrades as well as new versions of the Service and any enhancements made to the Service Documents that are made generally available to PlagScan's customer base. Such updates will be deemed, as applicable, part of the Service.

5.2 Consulting Services. PlagScan may provide to Customer consulting or professional services related to its hosted software services. For example, integration services prior to the first use of the Services by Customer. Unless otherwise agreed in writing, PlagScan shall retain ownership of all software and work product arising from such consulting or professional services and will and hereby does grant Customer the right to copy, modify, distribute and fully exploit such work product only for the purpose of its use of the Services as permitted under this Agreement.

5.3 Feedback. At all times PlagScan will have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback and recommendations provided by Customer and Organizational Users relating to the Service.

6. FEES

6.1 Fees. Except as otherwise stated in an Order Form, (i) Fees are quoted and payable in the currency set forth in the Order Form; (ii) Customer must pay for the entire purchased subscription whether or not the Service is used by Customer; (iii) payment obligations are non-cancelable and fees paid are non-refundable; and (iv) failure by the Customer to achieve any data upload, page, or similar usage amount within a Subscription Term does not entitle Customer to credit during any subsequent Subscription Term (i.e., no roll-overs).

6.2 Taxes. Except as otherwise stated in an Order Form, Fees and pricing do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction. Customer is responsible for paying all such taxes associated with this Agreement. If PlagScan has the legal obligation to pay or collect taxes for which Customer is responsible under this Section, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides PlagScan with a valid tax exemption certificate authorized by the appropriate

taxing authority. PlagScan is solely responsible for taxes assessable against it based on PlagScan's income, property, and employees.

6.3 Invoicing and Payment. Unless immediate payment is due under an Order Form, PlagScan will invoice Customer in advance and otherwise in accordance with the applicable Order Form. Unless otherwise stated in an Order Form, invoiced charges will be paid no more than 30 days after invoice date. Customer is responsible for maintaining complete and accurate billing and contact information with PlagScan.

6.4 Disputes. PlagScan must receive written notice of any disputed charges from Customer within 30 days after the invoice date or Customer will be deemed to have waived Customer right to dispute charges. Notwithstanding any dispute, Customer will pay any undisputed amount of an invoice on or before the due date. The dispute notice will set forth in reasonable detail the information concerning the disputed charges. The Parties will use best efforts to promptly resolve any disputed charges.

6.5 Failure to Pay. Customer's failure to pay any Fees when due is a material breach of this Agreement for which PlagScan may provide notice of breach and terminate the Agreement in accordance with the termination provisions below. Upon termination, all Fees due for the entire Subscription Term will be paid. Without limitation of its other rights, PlagScan may suspend the Service for failure to pay any Fees when due after 30 days' notice of such failure. Customer will continue to be charged all applicable subscription Fees for the Service during any period of suspension.

6.6 Overdue Charges. Any Fees not paid when due will accrue interest at the rate of 1.5% per annum, or the maximum rate permitted by law, whichever is higher.

7. OWNERSHIP

7.1 Ownership of Customer Data. PlagScan does not claim any ownership rights in any Customer Data.

7.2 PlagScan Ownership. As between PlagScan and Customer, PlagScan retains all right, title and interest (including all intellectual property rights and other rights) in and to the Service, including any updates, subject only to the limited subscription grant expressly set forth herein. Customer does not acquire any other rights, express or implied, in the Service other than those rights expressly granted under this Agreement.

8. ATTRIBUTION AND PUBLICITY; TERMS OF AGREEMENT

8.1 Customer Mention. PlagScan may publicly disclose that Customer is a subscriber to the Service. Unless Customer provides written notice to PlagScan to the contrary, PlagScan may use Customer name and logo to identify Customer as a PlagScan customer, including on PlagScan's public website.

8.2 Terms of Agreement. Neither Party will disclose the terms of this Agreement to any third party, except that either Party may disclose this Agreement and its terms to any legal, accounting, investment, or other professional services provider under terms of confidentiality.

9. WARRANTIES; DISCLAIMER

9.1 Authority and Compliance. Each Party represents and warrants that it has the full right and authority to enter into and perform its obligations under this Agreement. Each party will comply with all applicable laws and regulations in providing and using the Service.

9.2 Limited Warranty. PlagScan warrants that the Service, when used in accordance with the Documentation and when used as authorized herein, will perform substantially in accordance with the Documentation during the Subscription Term.

9.3 Remedy. PlagScan's sole obligation and Customer's exclusive remedy for any breach of the above warranty is limited to PlagScan's reasonable commercial efforts to correct the non-conforming Service at no additional charge to the Customer. In the event that PlagScan is unable to correct a non-conforming Service, Customer may terminate this Agreement and receive a refund of all pre-paid, unused Fees. PlagScan's obligations for breach of warranty are conditioned upon Customer notifying PlagScan of such breach in writing and providing PlagScan with sufficient evidence of such non-conformity to enable PlagScan to reproduce or otherwise verify the same. THE FOREGOING REMEDY IS CUSTOMER'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE LIMITED WARRANTY ABOVE.

9.4 DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTY MADE ABOVE, THE SERVICE AND ANY RESULTS OBTAINED FROM THE SERVICE AND ALL RELATED SOFTWARE, DOCUMENTATION, AND ANCILLARY PROFESSIONAL OR CONSULTING SERVICES AND OTHER INFORMATION AND MATERIALS ARE PROVIDED AS-IS AND AS-AVAILABLE AND PLAGSCAN DISCLAIMS AND MAKES NO ADDITIONAL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICE OR ANY DELIVERABLES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, PLAGSCAN MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO THE CUSTOMER.

10. INDEMNIFICATION

10.1 PlagScan Indemnification Obligations.

10.1.1 PlagScan will indemnify and defend Customer and its officers, directors and employees from any third party claim, suit, or proceeding brought against such a party to the extent that it is based on a valid claim that the Service or Documentation infringes any valid, enforceable patent, copyright, trademark, or trade secret right ("**Customer Claim**"), provided that (i) PlagScan is promptly notified in writing of the Customer Claim, (ii) the indemnified party provides reasonable assistance (at PlagScan's expense) with such Customer Claim, (iii) PlagScan is accorded the right to have sole discretion to direct the defense and any negotiations or settlement of such Customer Claim, and (iv) Customer does not admit fault or liability of PlagScan or of itself. PlagScan shall have met the obligations of this subsection by paying for the costs to litigate a Customer Claim to conclusion and paying the final judgment awarded to the third party claimant (and any costs or fees awarded to the third party as part of such judgment), or by paying to settle the Customer Claim (including costs incurred by Customer to reach the settlement). Should the Service become, or in PlagScan's opinion is likely to become, the subject of any such claim of infringement, then Customer will permit PlagScan, at PlagScan's option and expense, to: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service so that the use becomes non-infringing; or (c) terminate the Agreement and refund to Customer any fees paid in advance to PlagScan that Customer has not used as of the date of termination. The indemnification obligations set forth in this subsection are PlagScan's sole and exclusive obligations and Customer's sole and exclusive remedies with respect to infringement or misappropriation of third party intellectual property rights of any kind.

10.1.2 The PlagScan indemnification obligations above will not apply to any claim to the extent it arises from (i) any matter for which Customer is to indemnify PlagScan pursuant to its obligations below, (ii) the Service being modified by Customer or a third party, (iii) the use, operation or combination of the Service with programs, data, equipment or materials not provided by PlagScan, if the claim would have been avoided by using it without such programs, data, equipment or materials, (iv) in the case of a third party patent claim, compliance by PlagScan with designs, plans or specifications furnished by Customer, or (v) Customer continuation of the allegedly infringing activity after being notified of the alleged infringement claim.

10.2 Customer Indemnification Obligations. Customer will indemnify and defend PlagScan and its affiliates and its officers, directors and employees against any third party claim, suit, or proceeding brought against such party arising from or relating to (i) the misuse of the Service by Customer or Organizational Users or (ii) Customer Data or the use thereof, including but not limited to, allegations that processing of Customer Data by PlagScan or Customer under this Agreement infringes the privacy or intellectual property rights of a third party or violates any applicable law or regulation (each a “**PlagScan Claim**”), provided that (a) Customer is promptly notified in writing of a PlagScan Claim, (b) the indemnified party provides reasonable assistance (at Customer expense) with such PlagScan Claim, and (c) Customer is accorded the right to have sole discretion to direct the defense and any negotiations or settlement of such PlagScan Claim. Customer shall have met the obligations of this subsection by paying for the costs to litigate a PlagScan Claim to conclusion and paying the final judgment awarded to the third party claimant (and any costs or fees awarded to the third party as part of such judgment), or by paying to settle the PlagScan Claim (including costs incurred by PlagScan to reach the settlement). The indemnification obligations set forth in this subsection are Customer’s sole and exclusive obligations, and PlagScan’s sole and exclusive remedies, with respect to infringement or misappropriation of third party rights of any kind.

11. LIMITATION OF LIABILITY

Except for liability under Section 10 (Indemnification), PlagScan and its affiliates and their employees and directors will not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if PlagScan has been advised of the possibility of such damages and for any cause whatsoever and regardless of the form of action, including actions brought by Customer or Organizational Users under copyright or trade secret law claiming unlicensed reproduction or disclosure of Customer Data by the Service) including any such damages resulting from the use or the inability to use the Service; the cost of procurement of substitute goods and services resulting from any failure of goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; unauthorized access to or alteration of transmissions or data; statements or conduct of any third party on the Service; termination or suspension of Customer’s account; or any other matter relating to the Service.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF PLAGSCAN, ITS AFFILIATES AND THEIR OFFICERS, EMPLOYEES AND DIRECTORS TO CUSTOMER FOR ANY OBLIGATIONS OR DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR RELATED SOFTWARE, DOCUMENTATION, INFORMATION OR MATERIALS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, INCLUDING INDEMNIFICATION LIABILITIES AND ACTIONS BROUGHT BY CUSTOMER OR ORGANIZATIONAL USERS UNDER COPYRIGHT OR TRADE SECRET LAW CLAIMING UNLICENSED REPRODUCTION OR DISCLOSURE OF CUSTOMER DATA BY THE SERVICE) WILL AT ALL TIMES BE LIMITED TO THE AMOUNTS CUSTOMER PAID TO PLAGSCAN IN THE 24 MONTHS IMMEDIATELY PRECEDING THE INCIDENT CREATING LIABILITY.

12. TERM; TERMINATION

12.1 Term and Renewals. This Agreement will remain in effect during the Subscription Term specified in an Order Form and any subsequent renewals unless terminated sooner in accordance with this Agreement. Upon expiration of the initial Subscription Term, unless otherwise stated on an applicable Order Form, the ordered Service will automatically renew for additional consecutive Subscription Terms of equal duration, unless and until a Party gives the other written notice of non-renewal at least 30 days prior to the end of the then-current Subscription Term. Unless otherwise agreed, the subscription pricing during any such renewal term will be the same as that during the prior term unless PlagScan provides Customer notice of a pricing change, in which case the pricing change shall be effective during the renewal term unless Customer gives notice of non-renewal prior to the beginning of the renewal term.

12.2 Termination. Either Party may terminate this Agreement for any reason, or no reason, if there is no Subscription Term then in effect. Either Party may terminate this Agreement by written notice to the other party in the event that the other Party materially breaches this Agreement and does not cure such breach within 30 days after written notice thereof. In the event that either party makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may terminate this Agreement immediately upon written notice. Upon termination, the rights and licenses granted to Customer hereunder will terminate immediately and Customer will pay any Fees then due, including Fees remaining for the full Subscription Term.

12.3 Survival. The following Sections will survive termination or expiration of this Agreement: 6 (Fees), 11 (Limitation of Liability) and 13 (General).

13. GENERAL TERMS

13.1 Customer's Purchase Order. Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to PlagScan do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and PlagScan.

13.2 Controlling Law and Forum. This Agreement and any disputes arising out of or related hereto will be governed by and construed in accordance with German law, without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The language of the arbitration will be English. Either party may seek injunction or other emergency relief in any competent court. Any arbitration (i) initiated by Customer (except a cross or counter-action in a proceeding initiated by PlagScan, which shall be brought in the same venue as the proceeding initiated by PlagScan) will be conducted in Cologne, Germany or (ii) initiated by PlagScan (except a cross or counter-action in a proceeding initiated by Customer, which shall be brought in the same venue as the proceeding initiated by Customer) will be conducted in the city of the address of Customer in the relevant Order Form, and, if no such address, then in the capital city of the state of incorporation of Customer.

13.3 Assignment. Customer may not assign or transfer this Agreement or any part thereof except that Customer may upon written notice to PlagScan and after its consent (not to be unreasonably withheld) assign this Agreement in its entirety to a surviving person or entity as a part of a merger or acquisition of Customer provided that such assignment does not result in the material increase in the usage of the Service. PlagScan may assign or transfer this Agreement.

13.4 Severability. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.5 Notices. All notices under this Agreement will be in writing via first class mail, courier, posting by PlagScan within Customer PlagScan account, or email to the contact identified in the relevant Order Form.

13.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the Parties hereto and related to the subject matter hereof are expressly canceled. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. Any failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision.