

## **Board of Trustees Agenda Item**

**Board Meeting Date:** December 6, 2010

**Title of Item:**

Thirty-Six Month License Fee with iParadigms, LLC

**Background and Analysis:**

iParadigms supplies a service which allows educational institutions to check student work for possible textual matches against Internet available resources and its own proprietary database. De Anza College 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.

De Anza College first contracted with iParadigms in 2005 and seeks to renew its campus license with iParadigms for unlimited submission of papers, unlimited classes, unlimited originality reports, unlimited digital grading and online peer reviews for a thirty-six month term.

The Service pricing agreement for the term 36 months from January 1, 2011 to December 31, 2013 is \$93,750.

**Recommendation:**

De Anza President Brian Murphy recommends approval

|                           |  |
|---------------------------|--|
| Submitted by:             | Brian Murphy, President, ext 8705                          |
| Additional contact names: | Christina Espinosa-Pieb, Vice President Instruction x 8958 |
| Is backup provided?       | Yes  |

## Foothill - De Anza Community College District

# INDEPENDENT CONTRACTOR AGREEMENT

De Anza College ☒ Foothill College ☐ District Office ☐ District PO No: \_\_\_\_\_

This Agreement entered into this 8 day of November, 2010 is made between the Foothill-De Anza Community College District, hereinafter referred to as the "DISTRICT", and the following named independent contractor; hereinafter referred to as the "CONTRACTOR", based upon Board Policies BP 3140, BP3143, AP 3140, and AP3143 and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Public Contract Code 20651 requires advertised sealed bids for public projects of \$15,000 or more and most other services of \$69,000 or more. If sealed bids are required, this form of agreement cannot be used;
- C. Government Code Section 8546.7 provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement.

If this agreement has a total cost that exceeds \$20,000, it is not valid and services shall not commence unless and until the Board of Trustees grants approval. **Do not use this form for public project contracts of \$15,000 or more.**

### 1. CONTRACTOR INFORMATION:

Contractor's Name IPARADIGMS, LLC  
Address 1111 Broadway, 3rd Floor City Oakland, CA Zip 94607  
Business Phone 510-764-7600 Fax No 510-764-7612 Home \_\_\_\_\_  
Social Security Number \_\_\_\_\_ \*Fed. Tax I.D. Number 943392995  
\*CONTRACTOR MUST PROVIDE W-9  
Business License Number \_\_\_\_\_

Are you a current or former employee of the DISTRICT? Yes ☐ No ☒

If yes, date last worked \_\_\_\_\_

If yes, specify last work location \_\_\_\_\_

Work Assignment \_\_\_\_\_

Are you related to any employee(s) in the DISTRICT? Yes ☐ No ☒

If yes, please identify the individual(s) \_\_\_\_\_

### 2. CONTRACTOR SELECTION PROCESS:

Describe how you selected this contractor and why this contractor is the best source for these services. Board Policy 3140 requires at least three written competitive quotations for public projects greater than \$1000 and other purchases greater than \$10,000. If you did not obtain competitive quotes, provide justification. Advertised competitive bidding by District Purchasing Services is legally mandated for most services in excess of the bid threshold (currently \$69,000) and for all public projects of \$15,000 or more pursuant to Public Contract Code 20651.

3. CONTRACTOR SERVICES, FEE, AND CONTRACT STARTING AND ENDING DATES:

A. Description of services and deliverables to be provided by contractor (refer to and attach contractor's signed proposal or quotation if possible):

De Anza shall pay a services fee in the total amount of \$93,750 US as specified in the payment terms attached for a Turnitin2 Campus License for the Initial Term. The Service shall include unlimited submissions of papers, unlimited classes, unlimited originality reports, unlimited digital grading and online peer reviews for the Initial Term.

TERM: The term is 36 months, from January 1, 2011 to December 31, 2013.

B. Contractor Fee for Services: \$ 93,750.00

(Indicate a fixed fee to be paid for all of the described services or indicate hourly or other periodic billing rate(s) plus a maximum total dollar cost, i.e. the "not to exceed" amount, to be paid to the contractor. If travel or other expenses will be reimbursed they should conform to Board Policy AP3152.)

Will contractor also be reimbursed for expenses? YES ☐ or NO ☒ If yes, state maximum reimbursement amount to be paid in addition to contract fee shown above:  
\$ \_\_\_\_\_

TOTAL COST OF THIS INDEPENDENT CONTRACT WILL NOT EXCEED \$ 95000.00  
INCLUDING CONTRACTOR TRAVEL OR OTHER EXPENSE REIMBURSEMENTS. [Total cannot exceed \$14,999 for public projects. Board approval required prior to commencement of other services if the total cost exceeds \$20,000.]

C. Contract Starting Date January 1, 2011 Contract Ending Date December 31, 2013

Note: It is not permissible to split the contracted services into two or more contracts within one fiscal year for the purpose of avoiding the requirement for Board of Trustees approval.

4. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:  
none

5. PAYMENT TERMS: Unless other payment terms are specified in this section, payment terms are Net 30 days computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of the contract, whichever date is later.

6. STANDARD TERMS AND CONDITIONS:

- A. CONTRACTOR is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to CONTRACTOR or its employees.
- B. Confidentiality: In performing its duties hereunder the Contractor may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to contractor of student record information in violation of section 1232g or of any similar state law. Contractor agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.
- C. CONTRACTOR shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR'S performance of the work contemplated by this Agreement. Acceptance of this Agreement constitutes that the CONTRACTOR is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the CONTRACTOR shall be fully responsible for such coverage.
- D. The CONTRACTOR shall assume all expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The payment terms specified in Paragraph 4 above, unless otherwise indicated and agreed to in writing by the CONTRACTOR and the DISTRICT, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, CONTRACTOR is not entitled to any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
- E. Any system or documents developed, produced or provided under this contract, including any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this contract
- F. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for the payment of all applicable taxes. An IRS form 1099 will be provided to the CONTRACTOR at the end of the calendar year.
- G. Payment Of Prevailing Wages: Except for projects of \$1000 or less, if CONTRACTOR provides public project services such as carpet laying or building construction, alteration, demolition or repair CONTRACTOR shall pay all workers on the District project the prevailing wage pursuant to the California Labor Code, Sections 1770 through 1777.7. A copy of the prevailing wage rate determination available online at [www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The determination is issued by the California Department of Industrial Relations.
- H. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. Modification or termination of this contract requires mutual agreement by both parties.
- I. Upon mutual agreement in writing or the parties hereto, this Agreement may be terminated at any time for any reason.
- J. The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items and attachments are to the best of their knowledge true and correct statements.

AGREEMENT OF CONTRACTOR: I agree to perform the services described above for the payment indicated. I understand that while performing contract services I am not an employee of the Foothill-De Anza Community College District because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service.

Contractor

Date

APPROVED:

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of independent contractor status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.

Authorized College/District Requestor/Budgeter

Date

College/District Employee with Authority to Sign Contract

Date

Date Approved by Board of Trustees.

[Required prior to commencement of services if the total cost exceeds \$20,000.]

"proposal"

**SERVICES PRICING AGREEMENT**

This **Services Pricing Agreement** ("SPA") is entered into between iParadigms and De Anza College as of November 9, 2010.

**PRICING:** Institution shall pay a **services fee** (Fee) in the total amount of \$93,750 US as specified in the payment terms below, for a Turnitin2 Campus License for the Initial Term. The Service shall include unlimited submissions of papers, unlimited classes, unlimited originality reports, unlimited digital grading and online peer reviews for the Initial Term.

**TERM:** The term is 36 months, from January 1, 2011 to December 31, 2013.

| Fee      | Enrollment | Campuses<br>(unit) | Annual<br>Campus Fee | Total Due |
|----------|------------|--------------------|----------------------|-----------|
| \$90,750 | 22,000     | 1                  | \$1,000              | \$93,750  |

**ACKNOWLEDGED AND AGREED**, as of the Effective Date: November 9, 2010

**IPARADIGMS, LLC**

By: 

Print Name: Melissa Lipscomb

Print Title: EVP, Business Affairs

1111 Broadway, 3<sup>rd</sup> Floor  
Oakland, CA 94607

**DE ANZA COLLEGE**

By: 

Print Name: Letha Jeanpierre

Print Title: VP Finance

2600 Middlefield Rd  
Cupertino, CA 94705

#152

statement of work

**REGISTRATION AGREEMENT**

This **REGISTRATION AGREEMENT** ("Agreement") is made as of December 1, 2005 (the "Effective Date"), by and between **iPARADIGMS, LLC**, a California limited liability company ("iParadigms") De Anza College ("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. SERVICES 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 offered through Institution and provided that Instructors shall be subject to the terms and conditions of this Agreement and shall be bound by its provisions as members of Institution. Institution shall be responsible for ensuring 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 Terms and Conditions of Use for the Turnitin.com site, incorporated herein by this reference, 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;
- b. use the Service only in connection with classes offered in its own curriculum, to its own students ("Students") for the purpose of submitting Student work for evaluation and shall not rent, lease or provide access to or 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 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 Instructor);
- 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 Terms and Conditions of Use 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(e) above in their student handbook or comparable communication at the time of enrollment; and,

g. not require or knowingly allow any student under the age of thirteen to register for an account on the Service.

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 Terms and Conditions of Use 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 Terms and Conditions of Use 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 helpdesk@Turnitin.com;
- c. use reasonable efforts to protect the security of accounts, passwords and the Source Database;
- d. comply with the then current Privacy Policy 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. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate allowable by law.

**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 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 failure; failures or 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, 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, IPARADIGMS' WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

THE SERVICE IS ACCESSED AND USED OVER THE INTERNET. INSTITUTION ACKNOWLEDGES AND AGREES THAT IPARADIGMS 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. IPARADIGMS SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.



c. **Limitation of Liability.** REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INSTITUTION AGREES THAT IN NO EVENT WILL IPARADIGMS 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 SERVICE; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF AN ORIGINALITY 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.** IPARADIGMS AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' 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.

12. **INDEMNIFICATION.** Institution shall defend and indemnify iParadigms and hold it and its affiliates, officers, directors, employees, agents, and licensors ("Indemnified Parties") harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by the Indemnified Parties as a result of any claim, judgment, or adjudication related to or arising from: (a) Institution's breach of its obligations under this Agreement; or, (b) Institution's decision not to follow iParadigms' strong recommendations set forth in Section 3(e)-(f). To qualify for the foregoing indemnity obligation, the 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.

13. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by the laws of the United States of America and the State of California, 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 the jurisdiction in which the defendant in any such action resides.

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. 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.

**ACKNOWLEDGED AND AGREED,** as of the Effective Date:

**IPARADIGMS, LLC**

By: 

Print Name: Melissa Lipscomb

Print Title: Chief Operating Officer

1624 Franklin Street, 7<sup>th</sup> Floor

Oakland, CA 94612

**[INSTITUTION]: De Anza College**

By: 

Print Name: Judy C. Miner

Print Title: Vice President, Instruction

Telephone: 408.864.8510

Address: 21250 Stevens Creek Blvd.

Cupertino, CA 95014

**AMENDMENT NUMBER ONE**

This **Amendment Number One** of the Registration Agreement entered into between iParadigms, LLC and [Institution] on December 1, 2005 is made as of the date acknowledged and agreed to below.

The following changes are hereby incorporated into the Agreement:

Except as expressly amended above, the Agreement is hereby ratified and affirmed in all other respects.

**ACKNOWLEDGED AND AGREED**, as of December 1, 2005:

**IPARADIGMS, LLC**

By: \_\_\_\_\_

Melissa Lipscomb

Chief Operating Officer

1624 Franklin Street, 7<sup>th</sup> Floor  
Oakland, CA 94612

**[INSTITUTION]:** De Anza College

By: \_\_\_\_\_

Print Name: Judy C. Miner

Print Title: Vice President, Instruction

Telephone: 408.864.8510

Address: 21250 Stevens Creek Blvd.

Cupertino, CA 95014

**EXHIBIT A**

**SERVICES PRICING AGREEMENT**

This **Services Pricing Agreement** ("SPA") is Exhibit A of the Registration Agreement entered into between iParadigms and Institution as of December 1, 2005.

**PRICING:** Institution shall pay a **services fee** (Fee) in the amount of \$ 53,799.40 US, for a Plagiarism Prevention Module Campus License for the Initial Term. The Service shall include unlimited submissions of papers, unlimited classes and unlimited originality reports for the Initial Term of 61 months.

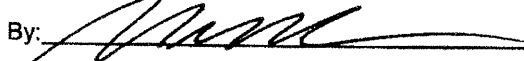
**EXHIBIT B**

This **Additional Support Agreement** is Exhibit B of the Registration Agreement entered into between iParadigms and Institution as of December 1, 2005.

**HELP DESK:** This plan includes unlimited telephone and e-mail helpdesk support for two Institution administrators.

**ACKNOWLEDGED AND AGREED**, as of the Effective Date: December 1, 2005.

**iPARADIGMS, LLC**

By: 

Print Name: Melissa Lipscomb

Print Title: Chief Operating Officer

1624 Franklin Street, 7<sup>th</sup> Floor  
Oakland, CA 94612

**[INSTITUTION]:** De Anza College

By: 

Print Name: Judy C. Miner

Print Title: Vice President, Instruction

Telephone: 408.864.8510

Address: 21250 Stevens Creek Blvd.

Cupertino, CA 95014