

URKUND - License Agreement Terms & Conditions



1. Introduction

These terms & conditions regulate the relationship between Prio Infocenter AB (the owner of the service URKUND. Hereafter referred to as PI/URKUND. The service is referred to as "the URKUND services") and the subscribing license holder (hereafter referred to as *The Customer*). The terms & conditions apply to the agreement that *The Customer* concludes with PI/URKUND for the use of the anti-plagiarism services called the URKUND services. It is the obligation of *The Customer* to relay these terms of use to the individual users within *The Customer's* organization. Unless specifically stated otherwise in the customer agreement, these terms & conditions supersede any other conflicting terms & conditions including terms & conditions between any reseller of URKUND and *The Customer*.

2. Definition and use of the URKUND services

The URKUND services are all the services related to URKUND such as the services "automatic control", "manual control", "web service" and "admin interface" etc. as defined at <http://www.URKUND.com>. PI/URKUND can modify the content of the URKUND services, change or modify the search system, add new services and close services without prior notification to *The Customer*. PI/URKUND declines all liability arising from such measures. The rights to use the URKUND services accrue to *The Customer* as defined in these terms & conditions and in the customer agreement. If *The Customer* is a school, the right is accrued to the staff at that school, if *The Customer* is a department of a school; the right is accrued to the staff of that department. If *The Customer* is a business corporation or a government department, the right accrues to those that upon agreement with PI/URKUND have been granted access to the URKUND services. PI/URKUND has the right to restrict *The Customer's* use of the URKUND services immediately for use outside those intended. PI/URKUND also has the right to deny the creation of, or disable already created, user accounts if PI/URKUND suspects that this is used or will be used by someone outside of the organisation, e.g. if the email addresses which the user account is based on differ from the organisation's standard email format. If a limit of the number of submitted documents is set, the number of documents allowed to be sent by *The Customer* during the license period is regulated in the customer agreement. If a limit of the number of submitted documents is set, it is the responsibility of PI/URKUND to notify *The Customer* when the document limit is reached. *The Customer* will need to renew the agreement upon reaching the document limit if they wish to have continued access to the service. It is *The Customer's* responsibility to report documents that they do not agree to count into the document limit (e.g. missing reports, corrupt documents etc.) before the contract is due for renewal. "Unlimited use" of PI/URKUND's system means that *The Customer* can use the service however often they desire, still without breaking the clauses outlined in these terms of service and still without relinquishing responsibility that the system is not abused. Should PI/URKUND discover that the relation between the number of submitters stated in the contract and the number of documents submitted is abnormally high; the customer is obligated to help PI/URKUND find the reason or source and help remedy the situation. If the customer neglects to do so or if the situation is deemed by PI/URKUND to be urgent, PI/URKUND reserves the right to restrict the access to the system with immediate effect.

3. Limitation of liability

The URKUND services will be provided to *The Customer* "as is" and "as available". This means that PI/URKUND does not guarantee *The Customer* that data or the URKUND services will correspond to the needs or expectation of *The Customer*, that usage of the URKUND services will be without interruption or without error and that these, in that case, will or could be corrected. PI/URKUND's liability is limited to direct damages and only if caused through PI/URKUND's negligence. PI/URKUND's responsibility is limited to direct losses and cannot be extended to consequential or indirect damages such as anticipated loss of revenue, cost of capital, loss of time or cost of substitute services. Furthermore, PI/URKUND's liability can never exceed the amount invoiced during the last invoicing period. Nor does PI/URKUND accept any liability for the consequences of use or misuse of its reports or published recommendations and advice. PI/URKUND shall be considered as exempt of compensation claims and other consequences if PI/URKUND has not been able to fulfil their obligations due to circumstances outside PI/URKUND's control or circumstances that could not be anticipated (*force majeure* or *an act of god*). Exonerating circumstances like these are mainly, but not limited to, industrial actions, war, fire, lightning, earthquake, government legislation or other public rules and regulations.

4. Customer's obligations

The Customer agrees to act so that the URKUND services are not used in contravention of the terms & conditions of this agreement or applicable law. *The Customer* agrees not to reveal usernames and passwords to unauthorized persons and not to store documents containing information with username and password in such a way that unauthorized persons can access them. *The Customer* agrees to contact PI/URKUND if it is suspected that unauthorized persons have gained knowledge of *The Customer's* username and password. *The Customer* is responsible for updates of new users and furthermore to make sure that only authorized users have access to the URKUND services. For this purpose, it is possible to use the administration tool provided by PI/URKUND, or through contact with PI/URKUND. PI/URKUND can supply a complete list of users and add/delete teachers' accounts according to *The Customer's* request. *The Customer* is responsible in their own name and on their own behalf for the material which is sent to the URKUND services and, that the content of the said material is not in contravention with international law or other applicable regulations. *The Customer* is only allowed to check documents that are produced within the licensed department within the licensed period. Furthermore, *The Customer* may not deliberately send files that are not suitable for text plagiarism detection such as (but not limited to) files infected with a virus, corrupted files, unsupported file formats, documents containing no text or very small portions of text or other types of fragments of documents. For any additional use, *The Customer* must contact PI/URKUND to agree on this use. *The Customer* shall indemnify PI/URKUND from claims origination from third parties due to the content in, or the use of, the URKUND services.

5. The individual user's responsibility

- The terms of use for individual users and administrators are comprised of these general terms of the agreement and are accepted by *The Customer* through connecting to the service. It is the responsibility of each user to adhere to these terms.
- Individual users who register for a user account must be aware that this is Personal in the sense that an Individual user is not entitled to give people outside the organization that constitutes *The Customer* (including students within or outside the licensing organization), access to the user account in any way, for example, by lending it or giving it to someone, through negligence, by disclosing or otherwise disseminating username and password. Individual users must not use the URKUND services in a way that conflicts with the use of the URKUND services of PI/URKUND's other customers, e.g. by "pre-checking" documents on behalf of a student before they submit it at another university. Students may only take part of a plagiarism report if the receiving teacher/user decides to share it.
- Individual users own only the right to partake of the sources through the URKUND services for the explicit purpose of controlling if matches found by the URKUND services also appear in the submitted student documents. Use of sources other than for the described purpose is not permitted.
- In the unlikely event that the user or administrator, through malfunction, unforeseen loopholes or through any other circumstances would receive or find access to information or settings not belonging to their personal user account or institution, the user is obligated to notify PI/URKUND immediately. The user must be aware that the information in this case may be confidential and that any unauthorised use, dissemination of the information or changing of settings is strictly prohibited.
- Individual users are entitled to make printouts of documents submitted as part of the normal process where any plagiarism is revealed. No other use of prints from the URKUND services is allowed.
- Individual users are, through their use of the URKUND services, obligated to treat any personal information that can emerge in such a way that they not in any way lead to injury or discomfort to the person in question and also to treat this data in a way that is according to local, EU and international law.
- Individual users should be aware that the URKUND services, through the analysis, never determine what constitutes plagiarism. The assessment related to whether the controlled text is supposed to be considered to be plagiarized or not is done entirely by the individual user in accordance with the rules and recommendations given by *The Customer's* own organization.

6. Management of systems, maintenance and control

PI/URKUND will normally schedule planned maintenance in the technical environment between 6:00 pm (18:00) on Fridays and 06:00 am on Mondays (UTC/GMT + 1h). PI/URKUND is continuously monitoring the technical environment and will initiate work to resolve problems within eight hours after they are brought to PI/URKUND's attention by the automatic monitoring system or reported by *The Customer*. PI/URKUND reserves the right to be continuously developing and improving the technical environment. In those instances where this affects *The Customer's* use of the anti-plagiarism services, PI/URKUND shall be exempt of any claims of damages. Interruptions of the URKUND services extending beyond 14 days permits *The Customer* to: (1) within seven days, during the period of service interruption or after the URKUND services has been restored to cancel this agreement with immediate effect, or (2) within seven days, during the period of service interruption or after the URKUND services has been restored to prolong the subscription period defined in this agreement by a period equal to the length of the service interruption.

7. Copyright

Copyright shall be respected in accordance with applicable law. *The Customer* shall only use the URKUND services in the manner prescribed by PI/URKUND and for the express purpose of preventing and controlling plagiarism. *The Customer* grants PI/URKUND the right to archive the material that has been made available to the URKUND services, to use the said material as part of the URKUND services in accordance with the settings that *The Customer* has chosen. Any other use of the material must not be in breach of applicable copyright law or this agreement. The copyright holder has the right, and must be given the possibility to withhold their material from being used as material of comparison in the URKUND services. Execution of this right will result in the material being analysed and archived but it will not be searchable through the URKUND services. PI/URKUND does not at any time claim ownership over documents, statistics or data generated by *The Customer's* use of the service. PI/URKUND makes all reasonable efforts to keep such information secret through logging all activity in the system as well as other security measures such as (but not limited to) firewalls, system hierarchy and actual physical protection. All data generated by *The Customer* by using the system is entirely owned by *The Customer* both during the licence period and after the licence period has ended, regardless of whether the service has been terminated by *The Customer* or by PI/URKUND. Searches in URKUND's repository/archive only take place when a plagiarism report is generated. There is no possibility for *The Customer*, another client or even URKUND's staff to find documents by searching for content, browsing or sorting information in the repository/archive.

8. Stored material

Material that has been sent to the URKUND services will be stored within the system. Under no circumstances will PI/URKUND have the right to resell or in any way redistribute the material. Moreover, the material can never be provided to a third party without a written consent from *The Customer*. All use of the stored documents must be in accordance with the settings that *The Customer* has chosen. Upon request from *The Customer*, PI/URKUND will delete any document sent to *The Customer* unit. When requesting deletion of documents, the request must come from an authorized contact and document ID-numbers for each document must be provided to PI/URKUND.

9. Protection of customer integrity

PI/URKUND does not have the right, for their own purposes, nor for the purpose of another customer, to maintain any statistics or in any other way gather information about the number of detected occurrences of similarities against the sources of the URKUND services in the material submitted by a specific customer. Analysis reports are deleted within 25 months or when requested by *The Customer*.

10. Sources

To preserve the preventive effect that is generated from the sources that the URKUND services search, it is important that not all sources are made known to the public. Therefore PI/URKUND does not undertake to compile a complete list of accessible sources, neither to *The Customer*, nor to any other interested parties. Sources can be presented if PI/URKUND regards it not to have a negative impact on the preventive effect.

11. Termination of the service

This agreement shall remain in force throughout the period that *The Customer* subscribes to the URKUND services and until *The Customer's* access to the service is closed. The subscription period for the URKUND services is normally 12 months or, if a limit of the number of submitted document is set and regulated in the customer agreement, until document limit is reached, unless the agreement states otherwise. Unless agreed otherwise, the license will renew automatically each period until cancelled by *The Customer* or by PI/URKUND no later than three (3) months before the end of the active subscription period: if not, the cancellation will come in to effect at the end of the following subscription period. PI/URKUND reserves the right to cancel a subscription as of the renewal date of an ongoing subscription. Furthermore, PI/URKUND has the right to terminate *The Customer's* use of and access to URKUND's services immediately (and, if practicable, upon giving *The Customer* notice) in the event that *The Customer* breach any material term in this agreement or act in conflict with it. Non-respect of payment obligations or misuse of username and password would constitute examples of such a breach. PI/URKUND has the right to monitor abuse of the service. If PI/URKUND detects that *The Customer's* use of URKUND services is jeopardising the stability of the system or any system related to URKUND services, PI/URKUND has the right to restrict with immediate effect *The Customer's* access to the services. PI/URKUND also has the right to restrict the access of *The Customer* if the number of documents sent to URKUND services is substantially higher than what could be expected in relation to the number of students/users for which *The Customer* had stated in the current contract.

12. Prices and price modifications

Prices are calculated according to size of *The Customer's* educational establishment; the size of the university is defined by the number of students. Licences are available to allow *The Customer* to use URKUND for the whole university or for a self-contained unit of the university, e.g. a faculty, department etc. PI/URKUND retains the right to modify prices once per annum. Prices are adjusted in accordance with Labour Cost Index (LCI). For customers within Sweden, prices are adjusted in accordance with AKI (SNI J+K). The new price will be effective upon renewal of the license. PI/URKUND reserves the right to modify the prices with immediate effect if these modifications are the direct consequence of circumstances outside PI/URKUND's control, such as fluctuations in currency exchange rates. Price modifications caused by such circumstances shall be communicated to *The Customer* as soon as possible. Possible taxes or other imposed tariffs shall be paid by *The Customer*.

13. Jurisdiction

Disputes concerning the interpretation or application of this agreement and legal relationships related thereto shall be determined by arbitration pursuant to Swedish law. The dispute shall be settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.