

# **Urkund Licence Agreement Terms & Conditions**

## 1 . Introduction

These terms & conditions regulate the relationship between Urkund and the subscribing license holder (hereafter referred to as the Customer). The terms & conditions apply to the agreement that the Customer concludes with Urkund for the use of Urkund's anti-plagiarism services.

## 2. Definition and use of Urkund's services.

Urkund's anti-plagiarism services are the services "automatic control" and "manual control" as defined at <http://www.orkund.com>. Urkund can modify the content of the services, change or modify the search system, add and close new services. Urkund declines all liability arising from such measures. The customer receives access to Urkund's services upon conclusion of this agreement. The right to use Urkund's services accrue to the customer as defined in this 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.

## 3. Customer's obligations

The customer agrees to act so that Urkund's services are not used in contravention of the terms & conditions of this agreement or applicable law. The customer agrees not to reveal username and password to unauthorised persons and to store documents containing information with username and password in such a way that unauthorised persons cannot access them. The customer agrees to contact Urkund if it is suspected that unauthorised 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 Urkund. For this purpose it is possible to use StatAdmin, or through contact with Urkund's Support. Urkund's Support can supply a complete list of users and add/delete teacher's accounts according to customer request. The Customer is responsible in their own name and on their own behalf for the material which, through the use of Urkund's services, is shared with Urkund and, that the content of the said material is not in contravention with international law or other applicable regulations. The customer shall indemnify Urkund from claims origination from third parties due to the content in, or the use of, Urkund's anti-plagiarism services.

## 4. Limitation of liability

Urkund's liability is limited to direct damages and only if caused through Urkund's negligence. Urkund's responsibility is limited to direct losses and can not 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, Urkund's liability can never exceed the amount invoiced during the last invoicing period. Nor does Urkund accept any liability for the consequences of use or misuse of its reports or published recommendations and advice. Urkund shall be considered as exempt of compensation claims and other consequences if Urkund has not been able to fulfil their obligations due to circumstance outside Urkund's control or circumstances that could not be anticipated. Exonerating circumstances are mainly, but not limited to, industrial actions, fire, lightning, government legislation or other public rules and regulations.

## 5. Management of systems, maintenance and control

Urkund will normally schedule planned maintenance in the technical environment between 18:00 on Fridays and 06:00 on Mondays. Urkund is continuously monitoring the technical environment and will initiate work to resolve problems within eight hours after they are brought to Urkund's attention by the automatic monitoring system or reported by the Customer. Urkund reserves the right to continuously develop and improve the technical environment. In those instances where this affects the Customer's use of the anti-plagiarism services, Urkund shall be exempt of any claims of damages. Interruptions of the service extending beyond 14 days permits the Customer to: (1) within seven days, during the period of service interruption or after the service has been

restored to cancel this agreement with immediate effect, or (2) within seven days, during the period of service interruption or after the service has been restored to prolong the subscription period defined in this agreement by a period equal to the length of the service interruption.

#### 6. Copyright

Copyright shall be respected in accordance applicable law. The customer shall only use Urkund's antiplagiarism services in the by Urkund prescribed manner and for the express purpose of preventing and controlling plagiarism. Urkund has the right to archive the material that has been made available to Urkund through the Customers use of Urkund's anti-plagiarism services, to use the said material as part of Urkund's anti-plagiarism service and to make it available to the Customer in digital form. 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 Urkund's anti-plagiarism services. Execution of this right will result in the material being analysed and archived but it will not be searchable through Urkund's search engine outside the institution from which the material origin.

#### 7. Stored material

Material that has been sent to Urkund through the Customers use of Urkund's anti-plagiarism service will be stored with Urkund. Urkund has the right for the following three years after termination of this agreement to archive the material that has been made available to Urkund through the Customers use of Urkund's anti-plagiarism services, to use the said material as part of Urkund's anti-plagiarism service. Under no circumstances will 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.

#### 8. Protection of the Customer integrity

Urkund does not have the right to, 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 Urkund's sources in the material submitted by a specific customer.

#### 9. Sources

To preserve the preventive effect that is generated from the sources that Urkund search, it is important that not all sources are known to the public. Therefore PrioInfo dose not undertake to compile a complete list of accessible sources, not to the customer, nor anyone from the outside. Sources can be presented in that case PrioInfo regards it not to have a negative impact on the preventive effect.

#### 10. Term and termination of the service

This agreement shall remain in force throughout the period that the Customer subscribes to Urkund's services and if longer, until the Customer's access to the service is closed. The subscription period for Urkund's services is one year and will renew automatically unless cancelled by the Customer or Urkund. The Customer has the right to cancel the subscription at any time, the cancellation takes effect as of the next consecutive subscription period. Urkund must be notified of the cancellation no later than four month before the end of the ongoing subscription period, if not, the cancellation will come in to effect at the end of the following subscription period. Urkund reserves the right to cancel a subscription as of the renewal date of an ongoing subscription. Furthermore, Urkund has the right to terminate the Customers - use of and access to Urkund's services immediately (and, if practicable, upon giving the Customer notice) in the event that the Customer breach in any material term this agreement or act in conflict with it. Non-respect of payment obligations or misuse of username and password would, but is not limited to, constitute examples of such a breach.

#### 11. Price modifications

Urkund has the right to modify prices once a year. Any modifications in prices shall be communicated to the customer in writing as soon as the new prices are available. The new prices will be effective one calendar month after the notice. Urkund reserves however the right to immediately modify the prices if these modifications are the direct consequence of circumstances outside Urkund's control, for example fluctuations in currency exchange rates, taxes or other imposed tariffs. Price modifications caused by such circumstances shall be communicated to the customer as soon as possible.

#### 12. 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. The place of Arbitration shall be Stockholm.