



JOINT MARKETING AGREEMENT

This Joint Marketing Agreement (“**Agreement**”) is made as of the date of the last signature below (“**Effective Date**”), by and between Turnitin, LLC (“**Turnitin**”), located 2101 Webster St Ste 1900, Oakland, CA 94612 USA and Australasian Society for Computers in Learning in Tertiary Education, with ABN 49 432 203 625 (“**Company**” or “**ASCILITE**”), located at PO Box 350 Tugun QLD 4224 Australia. Turnitin and Company may be referred to in this Agreement individually as a “Party” and together as the “Parties.”

1. **Overview.** Turnitin and Company agree to engage in certain marketing and other activities, as described in Exhibit A, with Fees in Exhibit B (collectively, the “**Marketing Activities**”), as more fully described in this Agreement. The Parties may also mutually agree in writing from time-to-time to engage in other individual and joint marketing and related efforts. Unless expressly agreed otherwise in writing, each Party shall bear their respective costs incurred in connection with the Marketing Activities.

2. **Product Integration; Cooperation.** In connection with this Agreement, subject to the mutual agreement of the Parties, and if specified in Exhibit A hereto, the Parties will cooperate in good faith regarding (i) integration and interoperation of their respective products and services; and (ii) reasonable training and sales support for the other Parties’ personnel regarding the Party’s relevant products and services.

3. **Coordination of Support.** The Parties shall mutually agree in writing upon the procedures to be used in rendering support to Prospects, as defined below, who purchase or license a Party’s products, including responsibility for first and second level support. At all times, however, the Parties shall coordinate their support efforts.

4. **Content License.** A Party may provide the other Party with certain specifications, APIs, software, data sets, marketing materials, and other intellectual property (collectively, the “**Content**”). Certain Content may also be expressly identified in Exhibit A as being required to be provided by a Party. During the Term, each Party grants the other Party a non-exclusive, royalty-free, terminable-at-will license to use the licensing Party’s Content solely in connection with the licensee’s performance of this Agreement and as otherwise expressly directed by the licensing Party in writing. The licensee shall not remove or alter any proprietary notices (e.g., copyright and trademark notices) on the licensing Party’s Content. This is not a work made-for-hire agreement with regard to either Party. Except for express licenses granted in this Agreement, neither Party is granting or assigning to the other Party any right, title, or interest, express or implied, in or to the Party’s intellectual property and/or Content. Each Party reserves all rights in such property.

5. **Trademark Cross-License.** For purposes of this Section, “Marks” shall mean trade names, trademarks, service marks, and logos specifically identified by a party in writing as subject to the license provided below. In connection with the performance of this Agreement and the other provisions contained herein, Turnitin grants Company a non-exclusive, non-transferable, cancelable at will license to use Turnitin’s Marks solely as permitted under this Agreement, and Company grants Turnitin and its affiliates a non-exclusive, non-transferable, cancelable at will license to use the Company’s Marks solely as permitted under this Agreement; provided that each party: (i) does not create a unitary composite mark involving a Mark of the other party without the prior written approval of such other party; and (ii) displays symbols and notices clearly and sufficiently indicating the trademark status and ownership of the other party’s Marks in accordance with applicable trademark law and practice and such party’s trademark guidelines, if such party has applicable trademark guidelines. Neither party may use Marks of the other party without the other party’s prior written approval. As between the parties, each party agrees that all use of the other party’s Marks, or goodwill therefrom, shall inure to the benefit, and be on behalf, of the other party. Each party acknowledges that its use of the other party’s Marks shall not create in it, nor shall it represent it has, any right, title, or interest in or to such Marks other than the licenses expressly granted herein. A party may, in its sole discretion, immediately terminate the license to its Marks if the other party engages in any practice or other activity that is or is likely to be detrimental to the goodwill associated with the licensing party’s Marks or the goodwill or reputation of the licensing party or its services or products, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws or advertising rules and regulations that would disparage the Marks of the licensing party. Except for the limited licenses granted herein, nothing contained in this Agreement shall be construed as granting either Party any right, title, or interest, express or implied, in or to the other Party’s intellectual property.

6. **Fees; Records.** The fees to be paid in connection with this Agreement are set forth in Exhibit B. Unless agreed otherwise in writing, all fees will be paid in advance, with payment due thirty (30) days from the Effective Date. Fees are exclusive of applicable federal, state, local and foreign taxes, levies, duties and assessments. During the Term, each party will maintain reasonable records regarding its calculation of the fees due under this Agreement.

7. **Term and Termination.** This Agreement will remain in effect for the period specified in Exhibit A hereto (the “**Initial Term**”). Following the Initial Term, this Agreement shall automatically renew for additional one (1) year terms (each, a “**Renewal Term**”), unless either Party provides the other Party with written notice of its intent not to renew at least sixty (60) days prior to expiration of the then current term. The Initial Term and any Renewal Terms are referred to as the “**Term**.” A Party may terminate this Agreement if the other Party breaches any material term of this Agreement and fails to remedy such breach within thirty (30) days of receiving notice to do so by the non-defaulting Party. A Party may terminate this Agreement, without cause, on sixty (60) days prior written notice to the other Party. In addition to any accrued payment obligations, the following Sections shall survive expiration or termination of this Agreement: 8 (Confidentiality), 10 (Limitation of Liability), 11 (Indemnity), and 12 (General).

8. **Confidentiality.** The Parties agree to hold each other’s Confidential Information, as defined below, in strict confidence. The Parties agree not to make each other’s Confidential Information available in any form to any third party (excluding a Party’s authorized agents and contractors) or to use each other party’s Confidential Information for any purpose other than as specified in this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement. Each Party’s Confidential Information shall remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party’s Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing Party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body. “**Confidential Information**” shall mean, with respect to a party hereto, all information or material which (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (ii) which is either (A) marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking or (B) known by the parties to be considered confidential and proprietary. Neither party shall have any obligation with respect to confidential information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) subject to disclosure under court order or other lawful process.

9. **Warranties; Disclaimer.** Each Party represents and warrants as follows: (i) it has the full power, capacity and authority to enter into and perform this Agreement; (ii) its performance of this Agreement does not violate or conflict with any other agreement to which the Party is a party; and (iii) it shall comply with all applicable laws, regulations, and rules that may be in effect during the Term of this Agreement as they concern the subject matter of this Agreement. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, NEITHER PARTY MAKES ANY GUARANTEE, WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ITS PRODUCTS (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO TITLE, QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), NOR WITH RESPECT TO ANY OTHER MATTER SET FORTH IN THIS AGREEMENT. IN PARTICULAR, EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY HAS MADE NO REPRESENTATIONS OR GUARANTEES REGARDING THE REVENUES, IF ANY, IT MAY DERIVE FROM PARTICIPATION IN THE MARKETING ACTIVITIES.

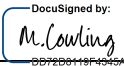
10. **Limitation of Liability.** EXCEPT FOR THE INDEMNITY PROVIDED IN SECTION 11, EITHER PARTY’S INFRINGEMENT OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, OR EITHER PARTY’S BREACH OF SECTION 8 (CONFIDENTIALITY), (A) NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS SHALL BE LIABLE UNDER THIS AGREEMENT IN ANY WAY WHATSOEVER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR EITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY’S AGGREGATE

LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE AMOUNTS, IF ANY, PAID OR PAYABLE BY THE PARTIES UNDER THIS AGREEMENT IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

11. **Indemnity.** Each Party (the “**Indemnitor**”) shall defend, indemnify, and hold harmless the other Party and its officers, directors, and successors in interest (collectively, the “**Indemnitee**”) from and against any claim, action, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees, experts' fees and court costs, arising out of any claim by a third party (i) arising from the Party’s failure to comply with applicable laws and regulations; or (ii) that the Indemnitor’s authorized use of Content provided by the Indemnitor infringes that third party's intellectual property rights. The Indemnitee shall: (i) give the Indemnitor prompt written notice of such claim; and (ii) allow the Indemnitor to control, and fully cooperate with the Indemnitor in, the defense and all related negotiations. The Indemnitor shall not enter into any stipulated judgment or settlement that purports to bind the Indemnitee without the Indemnitee’s express written authorization, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Indemnitor shall have no obligation hereunder for infringement claims to the extent they arise from (i) use of the Indemnitor’s Content in excess of the rights granted hereunder; (ii) use of the Indemnitor’s Content in combination with intellectual property that is not provided by the Indemnitor; (iii) the Indemnitee’s failure to implement an update or enhancement to the Indemnitor’s Content; (iv) the Indemnitee’s use of the Indemnitor’s Content after the Indemnitee has been told in writing to cease use of the Content; (v) intellectual property or other content or materials provided by the Indemnitee or a third party; (vi) modification of the Indemnitor’s Content by anyone other than the Indemnitor or its agents; or (vii) specifications or requirements provided by the Indemnitee. In addition to the foregoing, Company shall indemnify, defend, and hold harmless Turnitin against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses of litigation) incurred by or imposed upon Turnitin in connection with any third party claims, suits, actions, demands or judgments (“Claims”) under any theory of liability resulting from or arising out of Visitor Data, as defined in Exhibit A hereto.

12. **General.** This is a non-exclusive engagement with regard to both Parties. The parties to this Agreement are independent contractors and nothing herein shall be construed as creating an employment, agency, franchise, joint venture or partnership relationship between the parties. This Agreement shall be governed by the laws of California without giving effect to applicable conflict of laws provisions. With respect to any litigation arising out of or relating to this Agreement, each party agrees that it shall be filed in and heard by the state or federal courts with jurisdiction to hear such suits located in San Francisco, California. This Agreement constitutes the entire understanding and agreement with respect to its subject matter, and supersedes any and all prior or contemporaneous representations, understandings and agreements, whether oral or written, between the parties relating to the subject matter of this Agreement. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. All amendments or modifications of this Agreement shall be in writing and executed by authorized representatives of the parties. Any notices required or permitted to be given pursuant to this Agreement shall be in writing, personally delivered or sent via certified mail, return receipt requested, addressed as set forth above in the preamble to the attention of the undersigned or to such other address as may be amended or modified only in writing to the other Party and shall be deemed to have been given when received.

Company

By:  _____
Name: _____
Date: _____

Turnitin

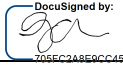
By:  _____
Name: _____
Date: _____

EXHIBIT A
MARKETING ACTIVITIES, CONTENT, LOGO, AND COPY

Marketing Activities:

- Turnitin shall support ASCILITE’s webinar productions, which may include developing topics, recruiting speakers, creating the registration forms, and promoting the webinars. The parties aim for multiple webinars during the Initial Term. Registration Forms must be approved in writing (email is acceptable) by Turnitin.
- Turnitin shall contribute email content for ASCILITE’s fortnightly newsletters. The parties aim for multiple newsletters per quarter during the Initial Term.
- ASCILITE shall permit Turnitin to host its archive of webinar productions on the Turnitin site, including a registration form for visitors to access each webinar. The registration form captures at least the visitor name; work email; institution name; institution type; job role; country (“Visitor Data”). Subject to compliance with its privacy policy, Turnitin may use the Visitor Data to market, promote and sell its product services. For Visitor Data collected on an ASCILITE website, ASCILITE shall be responsible for all collection, maintenance, and use of Visitor Data (as defined below) in accordance with applicable laws, including but not limited to, providing appropriate notice and opportunity for users to opt-out of communications.
- To the extent ASCILITE shares customer or user data, including but not limited to marketing lists, with Turnitin directly during the Term, ASCILITE represents and warrants that it has provided all required notices and obtained all necessary consents and authorizations from those customers or users, as required by applicable law, to grant Turnitin license to the data.

Initial Term: Twelve (12) months, commencing on the Effective Date.

Product Integration; Cooperation: Not applicable

Content: Not applicable

Logo and copy: Not applicable

Turnitin: Not applicable

Company: Not applicable

EXHIBIT B
Fees

There are no Fees associated with this Agreement.