

## **5A - Data Usage Rights**

### **a) Acknowledgment by Customer.**

The Customer acknowledges that Turnitin including its corporations or other business entities that are controlled by or are under common control of Turnitin, referred to as "affiliated group of companies", and its sub-processors associated with the performance of the Services) access, use, reproduce, modify, adapt, publish, translate, create derivative works from (for example, creating Similarity Reports), distribute, and display data, information, materials, and content provided or submitted to Turnitin in connection with the Services, as necessary for Turnitin to fulfil the following purposes:

- (i) to provide, maintain and improve the Services in accordance with the Agreement;
- (ii) to comply with Applicable Law;
- (iii) to create anonymized, aggregated, and/or de-identified data from such data, information, materials and content; and
- (iv) to improve existing, or to develop new, Turnitin products and services, including those that leverage artificial intelligence, for research, marketing, and promotional purposes, provided that such use does not directly or indirectly identify Customer or any Student, Instructor or other user authorized by the Customer and is not prohibited by Applicable Laws, including without limitation, applicable data protection laws.

### **b) For the avoidance of doubt:**

- (i) The uses stated in 5A a) are subject to the terms and conditions of the Master Agreement, the CSA and this Agreement.
- (ii) Turnitin does not use data, information, materials, and content provided or submitted to Turnitin in connection with the Services for any commercially exploitable concepts created by Student's Instructors or other users authorized by the Customer or by the authors of such content.
- (iii) The uses stated in 5A a) relate to Turnitin's ability to create purely statistical data from such content, including but not limited to, statistics such as word count, language of submission, and the interaction with the Services by the Customer, Students, Instructors and other users authorized by the Customer.
- (iv) No data, information, materials, and content provided or submitted to Turnitin in connection with the Services shall be used to train Services that incorporate Turnitin's artificial intelligence detector ("AI Detector") unless (i) the AI Detector is enabled by the Customer in the Service; and (ii) the Customer is not utilising a private storage repository within its Service.
- (v) Turnitin shall not provide any data, information, materials, and content provided or submitted to Turnitin in connection with the Services to any third-party artificial intelligence model provider for the purposes of training such models.