

CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) #: 2023-07NCSA

ENTITLED: VIDEO ACCESSIBILITY SERVICES

Between

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND 3PLAY MEDIA

This Agreement is entered into and effective as of the date of the last signature hereto, by and between The University of Central Florida Board of Trustees ("University" or "UCF") and 3Play Media ("Contractor"). The parties agree as follows:

1. **ACKNOWLEDGMENT.** The Contractor acknowledges that:
 - A. The University is a public entity of the State of Florida;
 - B. The University is exempt from federal and Florida taxes;
 - C. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The University of Central Florida is self-insured to the extent of its liability under law, and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
2. **DESCRIPTION OF SERVICES.** The Contractor will provide video accessibility services. Goods/services shall be provided in accordance with UCF's Invitation to Negotiate (ITN) 2023-07NCSA and the Contractor's Offer in response thereto, both of which are incorporated by reference and the terms of this Agreement. The Contractor is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment "B" to this Agreement, which is incorporated herein for all purposes. Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment "A".
3. **CONTRACT TERM.** The Contractor shall commence performance of the terms of this Agreement on the date of last signature and shall end his/her performance of this Agreement on June 30, 2027. The University may renew/extend this Agreement, as mutually agreed to by both parties. Total renewals shall not exceed 5 years or twice the length of the original term, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.
4. **PAYMENT.**
 - A. The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have

been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.

- B.** Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
- C.** The University shall not be bound to any prepayment penalty clauses.
- D.** Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for the Contractor.
- E.** Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit and post-audit.

- 5. CONTRACTOR OMBUDSMAN STATEMENT.** The University has established a Contractor Ombudsman who acts as an advocate for contractors who may be experiencing problems in obtaining timely payment(s). The Contractor Ombudsman may be contacted at (407) 882-1082.
- 6. ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
- 7. ASSIGNMENTS.** To the extent permitted by applicable law, Assignment of the Agreement shall be permitted by Contractor as a result of a merger, acquisition, or sale of substantially all of its assets without consent but with prior written notice to the University. If the Contractor is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, the Contractor represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation. Contract is permitted to use subcontractors and independent contractors to perform services hereunder without prior consent.
- 8. BILLING.** The University shall only submit payment to the Contractor if the Contractor has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered, and the fee charged. The Contractor shall deliver the invoices to UCF's Division of Finance, unless the Contractor has been otherwise instructed by the University. The Contractor must display the applicable purchase order number on the face of each of the Contractor's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If the Contractor's invoice lists any freight or cartage charges, such invoice must attach all of the Contractor's receipted transportation bills.
- 9. CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days' advanced written notice to the Contractor. The parties to this Agreement may terminate the

Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.

10. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
11. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement that are export controlled pursuant to the export control laws of the United States, including the EAR, ITAR, and any other applicable regulations. The Parties agree that the Contractor will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Contractor, and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Contractor wishes to disclose export-controlled technology or technical data to the University, the Contractor will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information and (b) any task requiring receipt of such information. In the event the Contractor sends any such technical data or product that is subject to export control without notice of the applicability of such export control, the University has the right to immediately terminate this Agreement. The Contractor understands and agrees that to the extent the Contractor's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.
12. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that the Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. The Contractor certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Contractor shall be grounds for cancellation of this Agreement.

13. **DELIVERY.** Delivery is to be made to the "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, the Contractor shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays, or University holidays or closures. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x 48" pallet. The Contractor shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this purchase order.
14. **EMPLOYMENT OF ALIENS.** The Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
15. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF or Contractor shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's or Contractor's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, wars, embargoes, fire, earthquakes, acts of God, or default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's or Contractor's reasonable control, any dates or times by which UCF or Contractor is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or Contractor.
16. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
17. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
18. **INDEMNIFICATION.** The Contractor shall hold the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Contractor, its employees, its agents or of others under the Contractor's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, the Contractor also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale

of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right. For the avoidance of doubt, the foregoing does not apply to any claim of infringement of patent, copyright, trademark or other intellectual property right resulting from the Source Materials provided to Contractor from the University

19. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
20. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
21. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to the Contractor contrary to AGO 79-72 and AGO 80-9 is null and void. Limitations of remedies provisions, which are unconscionable under applicable Florida law, are void.
22. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
23. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.
24. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

For UCF:	For Contractor:
Procurement Services	3Play Media
12424 Research Pkwy, Suite 300	77 North Washington St., 2 nd Flr
Orlando, FL 32826	Boston, MA 02114
25. **PARKING.** The Contractor shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Contractor. The Contractor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Contractor or Contractor's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.

26. WORK FOR HIRE. The University will be providing materials to Contractor for Contractor to perform captioning/transcription services as further specified in the order or scope of work. The results of those services (the captioned materials and/or transcripts, as applicable) belong to the University. However, the IP, know-how, software, algorithms, etc. that are used by Contractor in performing these services belong to Contractor. Furthermore, Contractor will indemnify for the services it performs, but as the captioned materials/transcripts are derivatives of materials provided by the University, Contractor does not typically indemnify for those materials. Any work specifically created for the University under this Agreement by the Contractor or anyone working on behalf of the Contractor (the term Contractor shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Contractor agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Contractor bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Contractor's expense, any Materials which the University deems to be unsatisfactory. The Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations have been complied with, (b) the Contractor is free and has full right to enter into this Agreement and perform all of its obligations hereunder, and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Contractor agrees to indemnify and hold harmless the University of Central Florida Board of Trustees and those acting for or on its behalf, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor's agreements or representations and warranties herein. For the avoidance of doubt, the foregoing indemnification obligation does not apply to any claim resulting from the Source Materials provided to Contractor from the University.

27. PUBLIC RECORDS, CONTRACT FOR SERVICES: COMPLIANCE WITH SECTION 119.0701, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel,

(407) 823-2482, gcounsel@ucf.edu, University of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that the Contractor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor/Vendor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, or disability.

28. **RECORDS.** The Contractor agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the

term of this Agreement, upon reasonable notice to the Contractor. Audit may be exercised not more than once annually, and at the University's expense.

29. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
30. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Contractor must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
31. **EQUAL OPPORTUNITY.** This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, or disability.
32. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

WAIVER/REMEDIES. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Except as otherwise expressly set forth herein, the remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

CONTRACTOR INSURANCE. All insurance shall be procured from companies authorized to do business in the State of Florida, with a minimum of A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates, evidencing the existence thereof or insurance binders and shall be delivered within fifteen (15) days of the tentative award date of the Agreement. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University's Risk Management Office at least thirty (30) days prior to the expiration date of each expiring policy.

- 33.
1. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Contractor in writing.
 2. **General Liability:** The Contractor shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO

MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, Contractor will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.

3. **Auto Liability:** If the Contractor operates a vehicle on campus for commercial use in the performance of this Agreement (i.e. deliveries, transport of employees, etc.), the Contractor shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, the Contractor will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
4. **Workers' Compensation:** The Contractor shall provide a Certificate of Insurance evidencing Workers' Compensation coverage consistent with Florida Statute and Employer's liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, the Contractor will maintain said Workers' Compensation and Employer's Liability insurance in force and provide the University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
5. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Contractor shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

Email: RiskManagement@ucf.edu

34. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is reviewed and approved by an attorney in the University's General Counsel's Office and an authorized UCF signatory. The Contractor shall return this Agreement to the University's Procurement Services Department at once with a written explanation if it is not acceptable in its entirety.
35. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Contractor, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Contractor to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable

only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

36. **SECURE HANDLING OF UCF DATA.** The University requires Contractors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Contractor. Additional agreements may be required depending on the data involved. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Contractor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.
37. **SMOKE-FREE POLICY.** The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.
38. **CONTACT WITH MINOR CHILDREN.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby guarantees that the Contractor and/or anyone acting on the Contractor's behalf (including, but not limited to the Contractor's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida and hereby certifies that none of the Contractor's employees, agents, subcontractors and/or anyone else acting on the Contractor's behalf has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.
39. **REPORTING OF CHILD ABUSE.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Contractor's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.
40. **REVISED QUANTITIES.** The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this ITB/ITN within 180 days after expiration of the contract resulting from this ITB/ITN. Total additional quantities/modified scope, if any, are unknown.
41. **SOURCE MATERIALS.** All content, files, data and other materials provided by University to Contractor on which to perform the Services ("Source Material(s)") are subject to Contractor's acceptance. Contractor has the right to reject Source Material that it is considered to be of such poor quality that: 1. transcription is not possible or 2. the project is beyond Contractor's resources. If, in Contractor's, the audio quality of any Source Material appears to be different than the quality represented by University, Contractor will contact University and discuss this discrepancy which may result in increased fees. If the parties are unable to agree on the appropriate rate, Contractor may decline to work on the project and, in such case, the Source Materials will be returned to University and no Work will be performed by Contractor. The University shall maintain backups of all Source Materials, and Contractor is not liable for any loss or damages to or destruction of any Source Materials, including those that may occur in shipping or transmission electronically.

42. CONTENT RIGHTS AND OWNERSHIP. University warrants that it is the owner of (or otherwise has full legal authority to submit) the Source Materials to Contractor. University will retain sole ownership and all rights to the Source Materials they submit to Contractor, as well as sole ownership and all rights to the transcript, caption, or other output files ("Deliverables") created by Contractor.

43. INTELLECTUAL PROPERTY. This Agreement does not convey to University any ownership rights in any templates, frameworks, methodologies, processes, know-how, technologies, intellectual property, algorithms, plugins, account tools, and/or software (collectively, "Contractor's Materials") used to provide the Services and Deliverables. Contractor shall retain all patent, copyright, trademark, trade secret, data and other intellectual property rights in the Contractor Materials. For the avoidance of doubt, Deliverables are not Contractor's Materials. University agrees not to reverse engineer, decompile or otherwise attempt to extract the source code of any Contractor's Materials or any part thereof.

44.

DISCLAIMER OF ADDITIONAL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**46. E-VERIFY.** To the extent that Contractor meets the definition of "Contractor" or "Subcontractor" under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.

47. SERVICES. Contractor will provide University with the services ("Services") described in the applicable ordering document or online ordering process ("Order"). Except as set forth in the Order, University may order Services for its own benefit only, and not on behalf of any third party. Services are performed remotely or at Contractor's or its Affiliates' facilities and are not performed at University's locations. Services may be performed outside of the United States. Certain elements of the Services may be performed by Contractor's Affiliates and their Accessibility Service Professionals and Vendors, who may be operating as independent contractors. Contractor is responsible for the performance of any Affiliates, Accessibility Service Professionals, and Vendors under the Agreement. "Accessibility Service Professionals" means the individuals who perform captioning, transcription, editing, description and other related services on behalf of Contractor. "Vendors" means Contractor's hosting service provider, translation service providers, and software vendors who provide platforms, software, services, tools and applications that Contractor and/or its Affiliates uses in order to provide the Contractor Portal and the Services. Acceptance criteria and Accuracy Levels for the Services are described in the SLA, available at: <https://www.3playmedia.com/sla/>.

During the term of the Agreement, Contractor will provide University access to Contractor's online account system and associated tools, applications and features ("Contractor Portal"), including the application programming interface ("API") which University may use to integrate its or a third party's applications, products and services. University may use the Contractor Portal to submit Source Materials (defined in Section 2 below), which Contractor and its Affiliates will use to provide the University with the Services. University is responsible for all activity associated with its login identifier and a password ("Credentials") for the Contractor Portal, and for keeping its Credentials secure. The Contractor Portal may allow University to access its Source Materials through connections to third-party websites and applications. Such access is provided for convenience only. Interactions with third

parties and their websites are governed by the third parties' own terms of service and not the Agreement. Contractor disclaims all responsibility for third party websites, and their availability.

Contractor may suspend University's right to access the Contractor Portal and the Services if University violates its obligations under the Agreement or if Contractor determines in good faith that such suspension is necessary to comply with applicable law or to prevent significant harm to any other University, provided that Contractor uses commercially reasonable efforts to suspend only that portion of the Contractor Portal or Services as is reasonably necessary to prevent the occurrence or continuation of the violation or harm. To the extent feasible and taking into account the impact on the security of the Services, Contractor will use commercially reasonable efforts to notify University in advance of any such suspension.

48. SOURCE MATERIALS AND DELIVERABLES. "**Source Materials**" means all videos, media, audio lines, video feed, content, files, data and other materials provided by University to Contractor or its Affiliates for use in connection with the Services. University retains ownership of all right, title and interest in and to all Source Materials. Unless permitted under the applicable Order, University must ensure that Source Materials do not contain any information that is regulated by: (i) Family Educational Rights and Privacy Act of 1974 ("FERPA"), (ii) the Health Insurance Portability and Accountability Act of 1996 (as amended, and together with any regulations promulgated thereunder, including without limitation the Health Insurance Reform: Security Standards (Security Rule)); (iii) the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 (as amended); or (iv) Gramm–Leach–Bliley Act, also known as the Financial Services Modernization Act of 1999 (together with any regulations promulgated thereunder). University either owns fully and outright or otherwise possesses and has obtained all rights (including intellectual property rights), approvals, licenses, consents and permissions as are necessary to perform its obligations under the Agreement, exercise its rights under the Agreement, and allow Contractor to use the Source Materials under the Agreement; and University shall comply with all applicable laws and regulations, including those related to data privacy, export control, and transfer of data to and from the United States. University will not disclose any Source Materials or other information requiring an authorization to be exported unless the authorization is required solely for export to countries subject to trade sanctions.

Contractor may reject Source Material for any legitimate reason, including that it considers the Source Material to be of such poor quality that transcription is impossible or would be overly burdensome on its resources. Contractor will notify University of such rejection via the Contractor Portal or email. Upon receipt of such notice, University may resubmit an alternate version of the impacted Source Material.

"**Deliverables**" means any transcript, caption, or other output files created using the Source Materials in the performance of the Services and delivered to University by Contractor or its Affiliates. All Deliverables are the sole property of University upon University's payment in full of all associated fees due hereunder. Any copyrightable work in the Deliverables shall be a "work made for hire".

University grants Contractor permission to use the Source Materials and Deliverables as required for Contractor and its Affiliates' (and its and their employees, Accessibility Services Professionals and Vendors who are acting solely on Contractor's or its Affiliates' behalf) to provide use of the Contractor Portal, the Services and the Deliverables to University. University also grants Contractor a non-

exclusive, worldwide, and royalty-free right to run the Source Materials and Deliverables through speech recognition software (in their original form but with an anonymized file name) in order to provide the Services and to improve the performance of the Services. For the avoidance of doubt, University acknowledges that once the files have been run through the speech recognition software the software algorithms use the resulting speech to text to teach and improve the Services (such improvements, “**Machine Learning**”), any such Machine Learning cannot be “unlearned”.

Upon written request within 30 days following the date of termination, provided that University has paid all undisputed fees owed hereunder, Contractor will provide University with a temporary mechanism to retrieve stored Source Materials and Deliverables, if any. Retrieval of Source Materials and Deliverables is subject to Contractor’s system access procedures and document retention policies.

49. INTELLECTUAL PROPERTY OF Contractor. All right, title and interest in and to the Services, the Contractor Portal and Pre-Existing Materials, and in each case, all derivatives and copies thereof (including any and all patents, copyrights, utility models, industrial designs/design patents, trade secret rights, registered and/or unregistered trademarks, trade names and other proprietary and/or industrial rights embodied therein or associated therewith) (collectively, the “**Contractor Materials**”) are the sole property of Contractor’s (or, as applicable, its licensors). All rights not expressly granted to University in this Addendum are reserved by Contractor and its licensors.

“**Pre-Existing Materials**” means any software, information, documentation, templates, frameworks, tools, methodologies, data, designs, concepts, ideas, techniques, processes, know-how, technology, algorithms, and plug-ins, owned or licensed by Contractor or its Affiliates prior to the commencement or independent of the Services and all intellectual property rights therein, some of which may be included in the Services or the development of the Deliverables hereunder, and shall also include any enhancements made by Contractor or its Affiliates to the Contractor Materials while performing the Services hereunder. To the extent any Pre-Existing Material is incorporated into any Deliverable, Contractor hereby grants to University a non-exclusive, worldwide, royalty free, fully paid-up license to use such Pre-Existing Material solely for University’s lawful use, distribution and exploitation of the Deliverables and not separate therefrom.

University will not (and will not authorize any third party to): (i) modify, alter, adapt, translate, decompile, disassemble or reverse engineer the Contractor Materials; (ii) attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Contractor Materials or any portion thereof; (iii) sell, loan, lease, transfer, license, sublicense, copy, market, distribute or the Contractor Materials; (iv) use the Contractor Materials to create a competitive product or service, or to copy any ideas, features, functions or graphics of the Contractor Materials; or (v) use the Contractor Materials for any timesharing, service bureau, subscription, rental or other computer based services to third parties.

Contractor welcomes ideas, suggestions, and feedback about the Contractor Materials (“**Feedback**”). Contractor may use and incorporate any Feedback that University provides to Contractor or its Affiliates into the Services and/or the Contractor Materials, without restriction. Feedback is not confidential. Contractor is under no obligation to (1) pay compensation or provide attribution for any Feedback; or (2) respond to any Feedback.

- 50. CONFIDENTIALITY; PERSONAL DATA.** The receiving party may disclose the disclosing party's Confidential Information to its Affiliates and its and their directors, officers, employees, Accessibility Service Professionals, Vendors, subcontractors, outside consultants, or advisors ("**Representatives**") who (a) have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and (b) are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than the Agreement. Each party accepts responsibility for the actions of its Representatives.

The terms of the Data Processing Addendum, located on Contractor's website at <https://www.3playmedia.com/account-terms/dpa/> (the "**DPA**"), shall apply, and such DPA is hereby incorporated into the Agreement in its entirety.

- 51. INDEMNIFICATION.** Any obligation for Contractor to defend, indemnify, or hold harmless set forth in the Agreement ("**Indemnification Obligations**") shall be limited to claims, suits, actions, or proceedings brought by a third party against University and resulting costs, liabilities, losses, and expenses (including reasonable attorneys' fees). Excluded from the Indemnification Obligations are claims to the extent arising from (a) use of the Contractor Materials in violation of the Agreement, (b) the Source Materials, (c) modifications to the Contractor Materials made other than by Contractor (where the claim would not have arisen but for such modification), or (d) the combination, operation, or use of the Contractor Materials with software, applications or equipment not provided by Contractor, to the extent that University's liability for such claim would have been avoided in the absence of such combination, operation, or use. With respect to any indemnification obligations in the Agreement by either party, the indemnified party will allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party will not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed).

- 52. LIMITATIONS OF LIABILITY; DISCLAIMERS.** To the maximum extent permitted by law, neither party or its Affiliates will be liable to the other party or its Affiliates for any (A) special, indirect, consequential, or exemplary damages (including loss of profits, loss of business, loss of savings, loss of Source Materials or data, or loss of goodwill) in connection with performance of any Services or obligations under the Agreement, even if it is aware of the possibility of such damages; or (B) cumulative damages in excess of the fees paid by the University to Contractor during the 12-month period immediately preceding the event giving rise to the claim. Notwithstanding the foregoing, with respect to a party's indemnification obligations, breach of confidentiality obligations, or with respect to Contractor, breach the DPA that results in actual unauthorized disclosure of University Data, each party's total aggregate liability will not exceed the lesser of (a) five times the fees paid by the University to Contractor during the 12-month period immediately preceding the event giving rise to the claim or (b) \$500,000.00. The exclusions and limitations set forth above do not apply to either party's fraud, willful misconduct, or intentional torts, or to any claim that cannot be limited by law. Except as expressly provided in the Agreement Contractor makes no representation or warranty of any kind to University, whether express, implied, or statutory.

53.

3PLAY MEDIA DOES NOT MAKE AND HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER BY LAW OR OTHERWISE, INCLUDING

ANY WARRANTIES OR CONDITIONS (1) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON- INFRINGEMENT; (2) RELATING TO THIRD-PARTY PRODUCTS, SOFTWARE OR SERVICES; (3) RELATING TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE OR 3PLAY MEDIA'S PERFORMANCE OF THE SERVICES; OR (4) REGARDING THE RESULTS TO BE OBTAINED FROM THE SERVICES. UNIVERSITY IS ALSO ADVISED THAT 3PLAY MEDIA SOFTWARE IS

PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR CONDITIONS. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING DISCLAIMERS ARE IN NO WAY INTENDED TO REDUCE OR NEGATE THE OBLIGATIONS SET FORTH IN THE AGREEMENT EXECUTED BY 3PLAY AND THE UNIVERSITY.

The following additional provisions shall also apply but solely with regard to captioning and transcription services:

- a. Audio Quality. University agrees and understands that the standard rates described in Attachment A are contingent on the Source Material being deemed "Good Audio" and that poor audio characteristics may increase pricing for the Services. "Good Audio" shall mean any Source Material that is clearly recorded in a controlled environment with one person talking at a time with minimal background noise and no media defects. The format must be recorded digitally or transferred to digital format for use with our account system. University acknowledges and agrees that any audio that is not Good Audio may impact the quality and accuracy of the Deliverable
- b. Accuracy. For Source Materials deemed Good Audio, Contractor will provide an Accurate Deliverable. Accuracy shall mean: (1) words are spelled correctly; (2) phrases and sentences make sense as a stand-alone document; and (3) text is a near exact replication of spoken words. Accuracy shall also mean that the Deliverable will not have an error rate that exceeds one percent (1%). Contractor will transcribe all Source Material as it is spoken, including false starts or if the speaker changes direction mid-sentence, but will omit certain unintended utterances, such as "um" and "uh". University acknowledges and agrees that such false starts or unintended utterances will be excluded from the Accuracy calculation.
- c. Formatting. University understands that Contractor will alter caption formats and appearances within the standard specifications of the particular Deliverable ordered by University. Additional customization will be performed at an additional fee if agreed by Contractor. In the event that University provides to Contractor a previously produced transcript for caption production or any caption import function, Contractor will not correct grammar, proof-read material, or alter time codes unless University commissions additional services. University is solely responsible for the text alignment and caption file production process of any imported caption files.

The following provisions shall also apply but solely with regard to audio description services.

- a. Video Quality. University acknowledges and agrees that Contractor shall have the right, in its sole and absolute discretion, to determine whether the existing

pauses in dialogue are sufficient to provide description of the Source Material

being presented. In the event that Contractor determines that the existing pause (or pauses, as applicable) are insufficient, University further acknowledges and agrees that Contractor shall not include descriptive content for that particular portion of the Source Material.

- b. Captioning Data. Contractor requires data from caption files to help facilitate the audio description process. University acknowledges that Contractor, may, in its sole and absolute discretion, reject any caption files provided by University and not created by Contractor and to use its own internal process to generate the necessary caption data to perform the Services

54.

ATTACHMENTS AND ENTIRE AGREEMENT. This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University's ITB/ITN, if any, including all the University's ITB/ITN specifications, and the Contractor's ITB/ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

- a. This Agreement;
- b. The University's ITB/ITN and ITB/ITN specifications, if any;
- c. The Contractor's ITB/ITN response; and
- d. Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

**UNIVERSITY OF CENTRAL FLORIDA BOARD
OF TRUSTEES**

Signature: Michael D. Johnson

Date: Signed: Tuesday, July 23, 2024

Printed: **MICHAEL D. JOHNSON**

Title: **PROVOST**

3PLAY MEDIA

Signature: Josh Miller

Signature: Signed: Wednesday, July 24, 2024

Date: _____

Printed: **JOSH MILLER**

Title: **CO-CEO**

ATTACHMENT “A” PRICE SCHEDULE

In accordance with the University of Central Florida’s ITN No. 2023-07NCSA and the Contractor’s response.

Human Post-Production Captioning

- Pricing is billed as you go (no commitment).
- Prices are prorated to the exact event duration (rounded to the nearest second).
- Minimum charge per file is 1 minute.
- Both captions and transcripts are included
- Prices below are for English captioning.

10-calendar day turnaround	\$1.60/min
4-calendar day turnaround	\$1.75/min
48-hour turnaround	\$2.05/min
24-hour turnaround	\$2.35/min
8-hour turnaround	\$3.65/min
2-hour turnaround	\$6.25/min
Extremely difficult audio (i.e., poor recording, loud background noise)	\$1/min

Machine Post-Production Captioning + Transcription (both)	\$0.10/min
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Always Included with Post-Production Captioning	
Captions and transcripts	Included
40+ integrations (e.g. Panopto, YouTube, Vimeo)	Included
99%+ accuracy with two rounds of human QA review	Included
50+ output formats	Included
Retroactive processing of emerging formats	Included
Speaker identification	Included
Any number of speakers	Included
Caption editor	Included
Interactive transcript and video plugins	Included
Library of terms	Included
Indefinite storage of captions and transcripts	Included
API	Included

Audio Description

- Pricing is billed as you go (no commitment).
- Prices are prorated to the exact event duration (rounded to the nearest second).
- Minimum charge per file is 1 minute.
- Captions are required to perform audio description (can be imported).

5-calendar day turnaround (standard audio description)	\$7.50/min
48-hour turnaround (standard audio description)	\$9.50/min
24-hour turnaround (standard audio description)	\$11.50/min
Extended audio description	add \$4.00/min
Spanish audio description	add \$1.00/min

Always Included with Audio Description	
Platform integrations	Included
Audio description plugin	Included
Text-based and media-based outputs	Included
Merged caption + description outputs	Included
Audio description editor	Included
Synthesized voice with multiple voices and speeds	Included

OPTIONAL

Remote Live Captioning / CART

- Pricing is billed as you go (no commitment).
- Prices are prorated to the exact event duration plus preparation time (no minimum).
- Preparation time is typically 20 minutes and can be adjusted.
- Includes post production as-is transcript and captions.
- Events cancelled with at least 24 hours of notice will not be charged.
- Events cancelled with less than 24 hours of notice will be charged the full scheduled event cost if the job request has been matched to a captioner.
- We do not offer in-person captioning/CART.
- Prices below are for English captioning.

Human Live Captioning/CART	\$1.80/min
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Machine Live Captioning/CART	\$0.30/min
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Always Included with Live Captioning	
Captions and transcripts (both) within minutes after the event	Included
Exclusive AIM integration	Included
Integrations with Zoom and other platforms	Included
30+ supported workflows via RTMP/CEA-608 protocols	Included
Unlimited technical support	Included
Library of terms	Included
Speaker labels	Included
API	Included

Other Options

HIPAA workflow	\$0.25/min
Rendered video with open/encoded captions and audio descriptions on/off encoded or muxed with source audio	\$10 per file
Caption import	\$5/file

We offer additional discounts through the **aggregated spend of all services across all participating institutions** during the life of the contract:

- After \$250,000 aggregated spend:
 - Post-production captioning and transcription prices for all turnarounds will automatically decrease by \$0.05 per minute from the starting price going forward.
 - Live human-generated captioning price will automatically decrease by \$0.05/min from the starting price going forward.
 - Audio description prices for all turnarounds will automatically decrease by \$0.25 per minute from the starting price going forward.
- After \$500,000 aggregated spend:
 - Post production captioning and transcription prices for all turnarounds will automatically decrease by \$0.10 per minute from the starting price (an additional \$0.05 from the current discount) going forward.
 - Live human-generated captioning price will automatically decrease by \$0.10/min from the starting price (an additional \$0.05 from the current discount) going forward.
 - Audio description prices for all turnarounds will automatically decrease by \$0.50 per minute from the starting price (an additional \$0.25 from the current discount) going forward.

Contractor agrees to submit accurate and correct invoices for each month of services provided with invoices received within 15 days of the previously completed month.

- If additional time is needed for an assignment, the service provider will accommodate according to availability, notify UCF as soon as possible, and bill additional time overstated end time in 30-minute increments.

- Contractor understands that UCF is not under any obligation to pay for contracted time if the approved and assigned staff for any area does not show for an assignment.
- If Contractor is late to an assignment, UCF will pay a pro-rated rate based on time of arrival.
- Any contracted assignment cancelled by UCF with less than 48 business hours prior to the scheduled starting time for that assignment will be paid in full.
- Fees includes all outputs for transcripts, closed captions, audio description outputs, interactive tools, and applications.
- Contractor's Turnaround Service Level Agreement explains duration upload limits, deadline guarantees and consequences of late delivery: <http://www.3playmedia.com/sla/>
- Files uploaded by 8pm ET will be ready by 8pm ET on the scheduled delivery date unless otherwise agreed upon in writing by 3Play Media.
- Surcharge for difficult files is detailed in Attachment A.
- 3Play Media reserves the right to refuse content if deemed un-transcribable (i.e. very poor audio quality, indecipherable accent, etc.).
- Minimum charge per file is 1 minute and any files that exceed one (1) minute are charged prorated to the nearest second.
- If University chooses to pay Contractor by credit card, University hereby authorizes Contractor or its third-party processor to charge University's credit card or bank account for all fees. University further authorizes Contractor to use a third party to process payments, and consents to the disclosure of University's payment information to such third party.

ATTACHMENT “B” SCOPE OF WORK

Contractor shall provide timely access for deaf and hard of hearing (DHH) individuals.

- **Video accessibility services (closed captioning, subtitles, transcripts, and audio descriptions) for video/audio:** Contractor will provide files suitable for embedding as captions within the video player. Contractor shall provide timely captioning and transcription for both video and audio content and to ensure the accuracy of the captions is consistent with industry standards. Captions shall be synchronized and equivalent. The text content shall appear at approximately the same time that audio would be available. Content provided in captions should be equivalent to that of the spoken word. Audio descriptions must meet WCAG 2.1 Level AAA standards. Captioning must follow WCAG 2.1 Level AA guidelines. Vendor shall have experience working with higher education institutions and familiarity with the Americans with Disabilities Act (ADA), Section 504 and Section 508 of the Rehabilitation Act, and guidelines provided by the World Wide Web (W3C) organization’s Web Accessibility Initiative (WAI). Vendor shall have a strong privacy policy which ensures the video and audio content created by UCF faculty and staff will be kept safe.

Contractor and staff in all areas shall:

- Place a high value on professionalism
- Adhere to standards of confidential communication and agree to immediately report to SAS any breach of students’ sensitive and personal information
- Understand UCF’s commitment to quality education. As part of our continuing commitment to quality services provided to faculty and students, UCF may at times observe and evaluate interpreters without notice.