

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND AUTOMATIC SYNC TECHNOLOGIES, LLC

This Master Services Agreement (hereafter referred to as “MSA”) is entered into and effective upon final execution (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the state of Texas, and Automatic Sync Technologies, LLC (hereafter referred to as “Provider” or “AST”). A&M System and Provider are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

A&M System and Provider hereby agree as follows:

1. SCOPE OF WORK

Provider will work with member of the A&M System (hereafter referred to as “Member” or “Members”) to provide Captioning services on an as needed basis. The services included (but not limited to) in the scope of this MSA are listed in Exhibit A, attached hereto.

This MSA is not a contract to perform work at a specific Member but is intended to demonstrate the ability of each Member to contract individually with the Provider for the services outlined in Exhibit A. It is the responsibility of each Member to negotiate a final agreement for their specific needs. There is no guarantee of Member participation.

2. TERM OF THE AGREEMENT

The initial term of this MSA shall begin upon final execution and will extend for three (3) years. This MSA can be extended for one additional two (2) year term upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the Provider.

3. PAYMENT TERMS

- A. A&M System shall not pay any costs or fees as a direct result of this MSA. For services rendered as a result of this MSA, Member shall pay Provider based on the pricing stated within Exhibit B, attached hereto.
- B. Each Member that chooses to utilize the services within this MSA will be responsible to issue a purchase order or execute their own specific agreement, which references this MSA. This process is further defined in Exhibit A, item 12. Actual payment terms shall be agreed upon and stated within each purchase order or member specific agreement.

4. DEFAULT AND TERMINATION

- A. For Cause: In the event of substantial failure by Provider to perform in accordance with the terms hereof, A&M System may terminate this MSA upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior by the end of the fifteen-day period), provided that said failure is through no fault of A&M System.

- B. For Convenience: A&M System may terminate this MSA at any time upon thirty (30) days prior notice to Provider.
- C. Termination of this MSA for either of the reasons stated above shall not terminate any Member specific agreement or purchase order. Refer to Section 8.M for survivability of terms beyond termination of this MSA.

5. ACCESSIBILITY

Provider represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TAMUS under this MSA (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Provider becomes aware that the EIRs, or any portion thereof, do not comply, then Provider shall, at no cost to TAMUS, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

6. PUBLIC INFORMATION

- A. Provider acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MSA, as well as any other disclosure of information required by applicable Texas law.
- B. Upon A&M System's written request, Provider will promptly provide specified contracting information exchanged or created under this MSA for or on behalf of A&M System.
- C. Provider acknowledges that A&M System may be required to post a copy of the fully executed MSA on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Provider agrees that the agreement can be terminated if the Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

7. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

8. MISCELLANEOUS

- A. **Indemnification. Provider agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of Provider's negligent or willful errors or omissions under this MSA.**
- B. **Independent Contractor.** Provider is an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- C. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this MSA may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- E. **Previous Employment.** Provider acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Provider is an individual, by signing this MSA, Provider certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Not Eligible for Rehire.** Provider is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this MSA.
- G. **Franchise Tax Certification.** If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.
- H. **State Auditor's Office.** Provider understands that acceptance of funds under this MSA constitutes acceptance of the authority of the Texas State Auditor's Office, or any

successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Provider will include this provision in all contracts with permitted subcontractors.

- I. **Entire Agreement.** This MSA constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this MSA. This MSA may not be amended or otherwise altered except upon the written agreement of both parties.
- J. **Severability.** If any provisions of this MSA are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this MSA, as modified, enforceable, and the remainder of this MSA and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- K. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this MSA and shall not be used to construe it.
- L. **Non-Assignment.** Provider shall neither assign its rights nor delegate its duties under this MSA without the prior written consent of A&M System.
- M. **Survivability.** The Provider's duties under this MSA, Member specific agreement and/or purchase order, which impose an obligation after expiration or termination of this MSA, will survive unless otherwise stated within the Member specific agreement and/or purchase order.
- N. **HUB Subcontracting Plan.** It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M System contracting and purchasing.

The HUB Subcontracting Plan (HSP) submitted by Provider and attached shall be part of the terms of this MSA. Changes may not be made to the HSP without prior review and approval from the A&M System HUB Program. PROVIDER shall submit to the A&M System HUB Program point of contact a revised HSP for each subcontracting opportunity to be modified.

A&M System HUB Program Contact:

Keith Williams
A&M System HUB Coordinator
Email: soprocurement@tamus.edu
Phone: (979) 458-3265

Provider may be required to submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) to any Member that chooses to utilize this MSA. PAR requirements will be defined by each specific Member engagement.

- O. **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this MSA, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- P. **Loss of Funding.** Performance by a Member under this MSA and Member specific agreement or purchase order may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the impacted Member may issue written notice to Provider and Member may terminate their Member specific agreement or purchase order without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of A&M System and its Members.
- Q. **Governing Law.** The validity of this MSA and all matters pertaining to this MSA, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- R. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- S. **Non-Waiver.** Provider expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this MSA will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- T. **Conflict of Interest.** By executing this MSA, Provider and each person signing on behalf of Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this MSA, or in the services to which this MSA relates, or in any of the profits, real or potential, thereof.
- U. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this MSA, Provider certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MSA. Provider acknowledges this MSA may be terminated and payment withheld if this certification is inaccurate.
- V. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Provider certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Provider acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- W. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and

acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

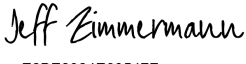
- X. **Records Retention.** Provider will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the MSA for the duration of the MSA and for seven years after the conclusion of the MSA.
- Y. **Notices.** Any notice required or permitted under this MSA must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. A&M System and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M System: The Texas A&M University System
 301 Tarrow St., Suite 273
 College Station, Texas 77840
 Attention: Jeff Zimmermann
 Phone: (979) 458-6410
 Fax: (979) 458-6250
 E-mail: zimmermann@tamus.edu

Provider: Automatic Sync Technologies, LLC
 1712 Pioneer Ave, Suite 1054
 Cheyenne, WY 82001
 Attention: Art Morgan
 Phone: (877) 278-7962
 Email: art@automaticsync.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this MSA as of the Effective Date.


The Texas A&M University System

DocuSigned by:

 By _____
 E2BE2924E69547F...
 Jeff Zimmermann
 Director, Procurement & Business Services

7/20/2020 | 08:43:09 CDT

 Date

Automatic Sync Technologies, LLC

DocuSigned by:

 By _____
 36129861E5504FF...
 Art Morgan
 VP Partner Development

7/17/2020 | 19:00:26 CDT

 Date

EXHIBIT A – SCOPE

1. **Captioning/Language** – Provider will provide transcription and captioning services in English, Spanish, and mixed English/Spanish by request. Provider will provide Remote CART services in English or Spanish by request. Simultaneous translation from English to Spanish is not on the Pricing Schedule, but can be quoted upon request. All captioning will meet ADA Compliance.
2. **Captioning of Live Events** – Provider will utilize an experienced person and not voice recognition software. Provider will provide remote captioning services by following a video signal that is broadcast live and an audio signal via telephone line(s). For events streamed live online, Provider will provide remote captioning services by following a video signal that is streamed live and an audio signal via telephone line(s), if available. If the telephone line option is not available, a webinar-type tool (i.e. Webex, Zoom, Adobe Connect, etc.) will be used with the captioning or chat feature to apply captions. For all live events, a captioning average rate between 225 to 250 words per minute will be used. All captions will match the spoken words in the dialogue and convey background noises and other sounds to the fullest extent possible, using proper spelling, spacing between words, capitalization, and punctuation. Captions will correspond to spoken words and sounds to the greatest extent possible and be displayed on the screen at a speed that can be read by viewers. Captions run from the beginning to the end of the program or event. Provider will ensure 80% or higher accuracy for captioning services of live events. American Disabilities Act guidelines specifically state that persons with disabilities must be given “effective communication that offers full and equal enjoyment.” Captions will not block important content on the screen. Font size should be reasonable legible.
3. **Captioning of Pre-Recorded Content** – Provider will caption all pre-recorded media content with the turnaround times listed in Exhibit B (turnaround time can be selected on a per job basis). Provider may use speech recognition software or computer captioning software to provide captioning services of pre-recorded media content. Captioning services provided for pre-recorded content will be 99% accurate. Captioning services will provide discipline specific terminology whenever possible. Captions will not block important content on the screen. Font size should be reasonable legible.
4. **Supported File Formats for Pre-Recorded Media** – Provider supports common video and audio file formats, including .MP4, .MP3, .M4A, .WAV, .FLV, .WMV, .MOV, .WEBM, .AVI, .M4A, and several others. The complete list of supported file formats for pre-recorded media is available here: <https://support.automaticsync.com/hc/en-us/articles/202355455-List-of-all-Input-Formats>
5. **Caption Files/Transcripts** - Caption files will be in a format that allows Member the ability to download the caption files to generate transcripts upon request.
6. **Editing Captions** – Provider will provide Members the capability to log in and freely edit the captions.
7. **Integration** – Provider will provide a simple way to integrate external services. This includes YouTube, Kaltura, Panopto, Medisite and Instructure Studio.
8. **‘Caption Line Timing’ Offset Requirement and Rework** – Minimum caption line timing requirement of <50ms offset. For rework of severe timing issues (captioned lines that are clearly out of sync with audio) of content that is transcribed and captioned by Provider, Provider will correct the timing of the video at no cost to Members.

- 9. Usage Tracking Reports** – Provider will provide a way to track usage of service. Tracking and usage reports will be used for both billing verification and future projection of caption needs. Usage Tracking Reports shall be able to track: Number of Work Orders, Amount expended by Members under the MSA by the A&M System fiscal year or calendar year, Number of hours of captioned events, Number of hours of captioned events and edited transcripts, Number of hours of captioned pre-recorded events/projects, Names of the events or media captioned and/or edited, and Custom reports populated by key-word search.
- 10. Key Personnel** – Provider’s staff providing live, real-time captioning services will hold a current certification from Certified CART Providers or Certified Broadcast Captioners, or other institutions that meet the standards of the National Court Reporters Association. Provider’s staff shall have five or more years of live, real-time captioning experience. The Provider will maintain a list of Captioners that provide both: 1) satisfactory and 2) unsatisfactory Captioning Services, according to feedback from the Members. The vendor may not utilize Captioners placed on the “unsatisfactory Captioning Services” list to fulfill future Members work orders under the MSA.
- 11. Account Manager** – Provider will designate a single-point-of-contact who will serve as the primary Account manager to oversee and coordinate Captioning Services, provide technical assistance to Members, receive billing inquiries and assist in billing dispute resolution, and manage requirements of the MSA on behalf of vendor (“Account Manager”). The Account Manager will be available during conventional business hours, Monday-Friday 8:00 am – 5:00 pm Central Time. The Account Manager will be responsible for responding in a timely manner to complaints or other notices or advice regarding inaccuracies in close-captioning.
- 12. Member Ordering Process** – Provider will work with contracting Member regarding submissions for Captioning Services. The Account Manager will work with the Member contact to troubleshoot and/or clarify any requests submitted via the CaptionSync web portal. The Member will supply Provider with the following information, using the CaptionSync web portal (some of this information is provided at the time of account creation, and only needs to be updated if the default information changes):

 - a. System member name;
 - b. System member contact;
 - c. Date Work Order submitted to vendor;
 - d. Date of requested service;
 - e. Name of event;
 - f. Event date and scheduled run-time (live, real-time events); or run-time for pre-recorded projects;
 - g. Language(s) for captions:
 - i. English
 - ii. Spanish
 - h. Output file type(s) required: (complete list of options available here: <https://support.automaticsync.com/hc/en-us/articles/202357105-Required-Outputs>)
 - i. Type of captioning transcription and editing requested:
 - i. Captioning, live, real-time; unedited caption transcript,
 - ii. Captioning live, real-time; edited caption transcript,
 - iii. Captioning pre-recorded event,
 - iv. Captioning transcript; post-event, edited;

- j. The Member may attach a participant list and lexicon in advance of the event; and
- k. Notes or comments to vendor.

The Provider will provide the following information via the web portal and/or email notifications:

1. Event date and time,
2. Language(s) of captioning,
3. Files to be provided at conclusion of the event/project, and
4. Due date in compliance with agreement;

Members can report unsatisfactory captioning services to AST by providing submission or session IDs and details to their Account Manager. The Account Manager will ensure that Member's account is configured so that transcribers/captioners who provided unsatisfactory services are excluded from future assignments for the Member's account.

EXHIBIT B – PRICING

AST does not charge for implementation or set up fees, and there is no annual license or subscription fee required to use our services.

Captioning and Transcription Pricing: Pay-As-You-Go

AST offers the following pay-as-you-go pricing for The Texas A&M University System:

English, Spanish or French Video Content	Captioning & Transcription (we create the transcript and caption files)	Transcription Only	Production Transcripts (time stamped)
4 Business Day Turnaround	\$1.99	\$1.40	\$1.70
2 Business Day Turnaround	+\$0.10	+\$0.10	+\$0.10
1 Business Day Turnaround	+\$0.80	+\$0.55	+\$0.55
8 Hour Turnaround ¹	+\$1.40	+\$1.15	+\$1.15

Captioning Only (you provide the transcript and we create caption files)

\$0.95

Prices are per minute of media. Details for all services can be found at www.automaticsync.com/services.

Notes

1. 1 Day service is normally completed within one business day, 2 Day service is normally completed within two business days, and 4 Day service is normally completed in less than four business days. 8 Hour service is available on business days only, and is only available for English transcription. Captioning-only submissions are completed within one hour.
2. AST will endeavor to caption all content submitted to our system, but we may recommend additional services for content with excessive noise or poor intelligibility. Captioning charges only apply for successfully captioned content; failed captioning attempts do not incur caption fees. For content with extremely difficult audio, users have the option to request transcription for a \$0.75/minute additional charge.
3. Billing resolution is one minute; all submissions are rounded up to the next nearest minute.
4. On approval of credit, terms are Net 30. Invoices are issued monthly in PDF format and delivered by email. Additional charges will apply for customized invoices or alternate invoice delivery methods.
5. AST makes many caption output formats available; there are no additional charges for requesting and receiving multiple output formats for submission.
6. Pricing is for caption and/or transcript files for media content that has been electronically submitted to CaptionSync. Call us if you need assistance with other aspects of captioning,

including digitization of analog media, audio extraction for formats not supported automatically by our website, or encoding of the final media (which may be required for some media formats).

7. You may pre-purchase CaptionSync credits to take advantage of volume discounts. Pre-purchased CaptionSync time is non-refundable and expires four years after purchase if not used.
8. All prices are in US Dollars.

Captioning & Transcription Volume Pricing: 200+ Hours Per Year

AST offers the following discount pricing for The Texas A&M University System, for a volume amount of over 200 hours per year:

English, Spanish or French Video Content	Captioning & Transcription (we create the transcript and caption files)	Transcription Only	Production Transcripts (time stamped)
4 Business Day Turnaround	\$1.89	\$1.40	\$1.65
2 Business Day Turnaround	+\$0.10	+\$0.10	+\$0.10
1 Business Day Turnaround	+\$0.80	+\$0.55	+\$0.55
8 Hour Turnaround ¹	+\$1.40	+\$1.15	+\$1.15

Captioning Only (you provide the transcript and we create caption files)
\$0.90

Prices are per minute of media. Details for all services can be found at www.automaticsync.com/services.

Notes

1. 1 Day service is normally completed within one business day, 2 Day service is normally completed within two business days, and 4 Day service is normally completed in less than four business days. 8 Hour service is available on business days only, and is only available for English transcription. Captioning-only submissions are completed within one hour.
2. AST will endeavor to caption all content submitted to our system, but we may recommend additional services for content with excessive noise or poor intelligibility. Captioning charges only apply for successfully captioned content; failed captioning attempts do not incur caption fees. For content with extremely difficult audio, users have the option to request transcription for a \$0.75/minute additional charge.
3. Billing resolution is one minute; all submissions are rounded up to the next nearest minute.
4. On approval of credit, terms are Net 30. Invoices are issued monthly in PDF format and delivered by email. Additional charges will apply for customized invoices or alternate invoice delivery methods.
5. AST makes many caption output formats available; there are no additional charges for requesting and receiving multiple output formats for submission.

6. Pricing is for caption and/or transcript files for media content that has been electronically submitted to CaptionSync. Call us if you need assistance with other aspects of captioning, including digitization of analog media, audio extraction for formats not supported automatically by our website, or encoding of the final media (which may be required for some media formats).
7. You may pre-purchase CaptionSync credits to take advantage of volume discounts. Pre-purchased CaptionSync time is non-refundable and expires four years after purchase if not used.
8. All prices are in US Dollars.

Captioning & Transcription Volume Pricing: 500+ Hours Per Year

AST offers the following discount pricing for The Texas A&M University System, for a volume amount of over 500 hours per year:

English, Spanish or French Video Content	Captioning & Transcription (we create the transcript and caption files)	Transcription Only	Production Transcripts (time stamped)
4 Business Day Turnaround	\$1.79	\$1.40	\$1.60
2 Business Day Turnaround	+\$0.10	+\$0.10	+\$0.10
1 Business Day Turnaround	+\$0.80	+\$0.55	+\$0.55
8 Hour Turnaround ¹	+\$1.40	+\$1.15	+\$1.15

Captioning Only (you provide the transcript and we create caption files)
\$0.85

Prices are per minute of media. Details for all services can be found at www.automaticsync.com/services.

Notes

1. 1 Day service is normally completed within one business day, 2 Day service is normally completed within two business days, and 4 Day service is normally completed in less than four business days. 8 Hour service is available on business days only, and is only available for English transcription. Captioning-only submissions are completed within one hour.
2. AST will endeavor to caption all content submitted to our system, but we may recommend additional services for content with excessive noise or poor intelligibility. Captioning charges only apply for successfully captioned content; failed captioning attempts do not incur caption fees. For content with extremely difficult audio, users have the option to request transcription for a \$0.75/minute additional charge.
3. Billing resolution is one minute; all submissions are rounded up to the next nearest minute.
4. On approval of credit, terms are Net 30. Invoices are issued monthly in PDF format and delivered by email. Additional charges will apply for customized invoices or alternate invoice delivery methods.
5. AST makes many caption output formats available; there are no additional charges for requesting and receiving multiple output formats for submission.

6. Pricing is for caption and/or transcript files for media content that has been electronically submitted to CaptionSync. Call us if you need assistance with other aspects of captioning, including digitization of analog media, audio extraction for formats not supported automatically by our website, or encoding of the final media (which may be required for some media formats).
7. You may pre-purchase CaptionSync credits to take advantage of volume discounts. Pre-purchased CaptionSync time is non-refundable and expires four years after purchase if not used.
8. All prices are in US Dollars.

Live Captioning and Text Interpreting Price Schedule

AST offers the following live captioning pricing:

Service	Price	Notes
Remote Text Interpreting	\$60.00 per hour	2, 5
Remote Foreign Language Hybrid	\$100.00 per hour	2, 4, 5
Remote CART (English)	\$110.00 per hour	1, 5
Remote CART (Spanish)	\$150.00 per hour	1, 5
Graduation Captioning	\$125.00 per hour	1, 5
Sports Captioning	\$125.00 per hour	1, 5

All services have a one-hour minimum.

Details for all services can be found at www.automaticsync.com/services.

Notes

1. One-hour minimum charge, billed in 15-minute increments after first hour. An unedited WebVTT file can be provided after the session for an additional \$25 charge.
2. One-hour minimum charge, billed in 30-minute increments after first hour.
3. Jobs that are cancelled with less than 24-hour notice are billed for the total scheduled time.
4. Languages offered are French, German, and Japanese. This service is appropriate for beginning and intermediate language courses.
5. Some sessions require extra setup time, which will be added to the beginning of the session. Adobe Connect sessions require an extra 15 minutes, and graduation or commencement sessions require an extra 30 minutes.
6. On approval of credit, terms are Net 30. Invoices are issued monthly in PDF format and delivered by email. Additional charges will apply for customized invoices or alternate invoice delivery methods.
7. All prices are in US Dollars.

Pricing for Additional Services

Caption Import Option Price	
Currently this is a batch import process, with one week or less turnaround	\$5.00 per file

EXHIBIT C – INSURANCE

Provider shall obtain and maintain, for the duration of this MSA or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Provider under this MSA. Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Provider is not relieved of any liability or other obligations assumed pursuant to this MSA by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

Insurance:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker’s Compensation</u>	
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for A&M System. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

B. Automobile Liability

Provider does not own or operate any automobiles, and all work is performed offsite, so Automobile Liability is not applicable.

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Provider’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this MSA.

Additional Endorsements

The Commercial General Liability Policy shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured’s.

D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Provider and its subcontractors under this MSA. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this MSA. If coverage is written on a claims-made basis, Provider agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this MSA.

E. Provider will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this MSA and prior to the performance of any services by Provider under this MSA. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by Provider. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by Provider under this MSA. Provider is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this MSA will be emailed to the following A&M System contact in SOProurement@tamus.edu.

The insurance coverage required by this MSA will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.

Automatic Sync Technologies (AST) carries General Liability and Cyber Liability Insurance. AST's General Liability aggregate limit is \$4,000,000. AST's \$2,000,00 of Cyber Liability Insurance covers Errors and Omissions. We engage our staff as independent contractors instead of employees and therefore do not have Worker's Compensation Insurance; rather we carry Employer Liability.