



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the non-standard agreement and renewal with Otter.ai, Inc. for real-time transcription services for students with disabilities by utilizing bid waiver (single or sole source). Fiscal Impact: \$13,200.00 (cumulative \$23,040.00)

Presenter(s): Donald Astrab, VP, Academic Operations, Analytics, & Comm

What is the purpose of this contract and why is it needed? Assistance with notetaking is one of the primary accommodations that students with disabilities utilize to ensure they have a higher likelihood of success at the College. Historically, this accommodation was provided by volunteer notetakers who were in the same class and would share their notes with the students. This was an unreliable method, dependent on others, recruitment was difficult, and this often left students with disabilities in a discriminatory environment as they relied on volunteers to ensure they had the class notes they needed. Otter.ai assists with making learning accessible and increases independence for disabled students by increasing independence and returning the responsibility for notetaking back to the student. Otter.ai records lectures and discussions, and provides real-time transcripts so that students can focus on the class content. This tool empowers students with the ability to highlight, comment, and insert images within class notes and give them advanced study tools, search capabilities, and keyword highlights and lecture summaries.

What procurement process or bid waiver was used and why? The procurement process used was the bid waiver exemption per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes.

What fund, cost center and line item(s) were used? FD100, CC0095, 65500.

Has Broward College used this vendor before for these products or services? Yes, this will be the second year utilizing this vendor.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Yes, Live voice transcription services empowers students with disabilities to complete their educational programs and achieve their goals in obtaining a college degree or certification at Broward College.

Was that return on investment not met, met, or exceeded and how? Yes, this was met. Disabled students have been using the product and have increased their independent and were empowered to complete their program.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Both guarantee to higher education and empowering student development is addressed by the use of this product.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: \$13,200.00 Transcription services for the period of 5/31/2024-5/30/2025. CC0095 BU313, FD100, PG000184

05/14/24

CC0095 · Disability Services

(\$13,200.00)

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs

4/26/2024































APPROVAL PATH: 12051 Otter.ai, Inc.- Software License Technology Transcription Services

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Craig Levins	AVP Review		 Completed	
2	Donald Astrab	Vice Provost Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Alina Gonzalez	Review		 Completed	
5	Raj Mettai	Review		 Completed	
6	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
7	Zaida Riollano	Procurement Approval		 Completed	
8	Christine Sims	Budget Departmental Review		 Completed	
9	Rabia Azhar	CFO Review		 Completed	
10	Legal Services Review Group	Review and Approval for Form and		 Completed	
11	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
12	Pending Counter-Signature(s)	Review		 Completed	
13	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
14	Board Clerk	Agenda Preparation		 Pending	
15	District Board of Trustees	Meeting	10/08/24 11:00 AM	 Pending	



SERVICE ORDER

Otter.ai:
 Otter.ai, Inc.
 800 W El Camino Real, Ste 170
 Mountain View, CA 94040
 USA

Customer Bill To:
 Broward College
 62 Rm 154
 Pompano Beach 33066

Customer Ship To:
 Broward College
 111 E Las Olas Blvd
 Fort Lauderdale 33301

Email: support@otter.ai
 Proposed By: Hannah Mlsna
 Workspace ID: 147790

Contact:
 Craig Levins
 clevins@broward.edu

Contact:
 Aimee Stubbs
 astubbs@broward.edu

SUBSCRIPTION DETAILS

Service Term: 12 Months
Billing Frequency: Annual
Service Start Date: 05/31/2024
Service End Date: 05/30/2025

- All rates are in USD
- We do not charge a sales tax on this transaction. California exempts software as a service, like the Otter Service from sales tax.
- 2024 renewals rates are subject to change
- Quote Expires: May 30, 2024

ORDER DETAILS

Service	Service Start Date*	Service End Date*	Unit Price	Quantity	Total Price
Otter Business	05/31/2024	05/30/2025	USD \$240.00	50	USD \$12,000.00
Premier support	05/31/2024	05/30/2025	USD \$1,200.00	1	USD \$1,200.00
Subtotal					USD \$13,200.00
Total					USD \$13,200.00

*If this Service Order is executed and/or returned to Otter.ai by Customer after the Service Start Date above, Otter.ai may adjust the Order Service Date and Service End Date, without increasing the Total Price, based on the date Otter.ai activates the service(s) and provided that the total term length does not change.

The total shown does not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

MSA Language

Once this Order Form is executed by Customer, and Otter.ai, Inc (Otter) (collectively, the Parties), the following terms (collectively, the Agreement) govern your use of Otter's Premium Services.

- This Order Form
- Custom Terms of Service executed by the parties on April 3rd, 2023
- Broward College Supplemental Addendum - Software executed by the parties on May 18, 2023



By executing this Order Form, Customer acknowledges having accessed online and/or been provided a copy of the entire Agreement, and read and accept the entire Agreement. The Agreement is the Parties' complete and exclusive agreement regarding this subject matter, and supersedes and prevails over any and all other discussions, understandings, and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the agreement. Preprinted terms in the Customer purchase orders or other Customer-generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed, clicked through, or otherwise agreed to by Otter and/or purport to take precedence over this agreement.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the services in this Order Form? (customer to complete)

NO


YES - Please complete below

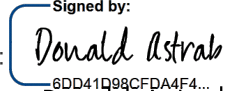
PO Number:

PO Amount:

Otter.ai, Inc.:

Broward College:

By: 
Name: Dustin Crawford
9421DE2CA1E74D5...

By: 
Name: Donald Astrab
6DD41D98CFDA4F4...

Title: Head of Sales

Title: Interim President

Date: 9/3/2024

Date: 8/27/2024





SERVICE ORDER

Otter.ai:

Otter.ai, Inc.
 800 W El Camino Real, Ste 170
 Mountain View, CA 94040
 USA

Email: support@otter.ai
 Proposed By: Brooke Williams
 Workspace ID: *****
 Domain: broward.edu

Customer Bill To:

Broward College
 1000 E Coconut Creek Pkwy
 Coconut Creek Florida 33066
 United States

Contact:
 Craig Levins
 clevins@broward.edu

Customer Ship To:

Broward College
 7200 Pines Blvd
 Pembroke Pines Florida 33024
 United States

Contact:
 Aimee Stubbs
 astubbs@broward.edu

SUBSCRIPTION DETAILS

Service Term: 12 Months
Billing Frequency: Annual
Service Start Date: 05/31/2023
Service End Date: 05/30/2024

- All rates are in USD
- We do not charge a sales tax on this transaction. California exempts software as a service, like the Otter Service from sales tax.
- Quote Expires: May 30, 2023

ORDER DETAILS

Service	Service Start Date*	Service End Date*	Unit Price	Quantity	Total Price
Otter Business	05/31/2023	05/30/2024	USD \$240.00	41	USD \$9,840.00
Subtotal					USD \$9,840.00
Total					USD \$9,840.00

*If this Service Order is executed and/or returned to Otter.ai by Customer after the Service Start Date above, Otter.ai may adjust the Order Service Date and Service End Date, without increasing the Total Price, based on the date Otter.ai activates the service(s) and provided that the total term length does not change.

The total shown does not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

MSA Language

Once this Order Form is executed by Customer, and Otter.ai, Inc (Otter) (collectively, the Parties), the following terms (collectively, the Agreement) govern your use of Otter’s Premium Services.

- (a) This Order Form
- (b) Custom Terms of Service executed by the parties on April 3rd, 2023.
- (c) Broward College Supplemental Addendum - Software executed by the parties on May 18, 2023
- (d) Broward College Supplemental Addendum – Federally Funded Projects executed by the parties on March 31, 2023



By executing this Order Form, Customer acknowledges having accessed online and/or been provided a copy of the entire Agreement, and read and accepted the entire Agreement. The Agreement is the Parties' complete and exclusive agreement regarding this subject matter, and supersedes and prevails over any and all other discussions, understandings, and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the Agreement. Preprinted terms in Customer purchase orders or other Customer-generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed, clicked through, or otherwise agreed to by Otter and/or purport to take precedence over this agreement.

Custom Terms


Notwithstanding anything in the Otter Terms of Service to the contrary or otherwise, for the duration of this contract term from 05/31/2023 to 05/30/2024, Customer is allowed a 1,959 license overage at no additional cost. If the Customer exceeds the overage limit, additional licenses will be invoiced at \$240.00 annually. User licenses are limited to use by broward.edu employees and students only.

Purchase Order Information


Is a Purchase Order (PO) required for the purchase or payment of the services in this Order Form? (customer to complete)

- NO
 - YES - Please complete below
 - PO Number: PO-024795
 - PO Amount: \$9,840.00
-

Otter.ai, Inc.:

By: 
 Name: Zack Cable
 Title: CRO
 Date: 5/26/2023

Broward College:

By: 
 Name: Jeff Nasse
 Title: College Provost and SVP Academic Affairs
 Date: 5/26/2023



Terms of Service

Effective April 3, 2023

[See also [Privacy Policy](#)]

Welcome, and thank you for your interest in Otter.ai, Inc. (“**Otter.ai**,” “**we**,” or “**us**”) and our Otter Voice Meeting Notes tool, along with our website at Otter.ai, along with our related networks, applications, mobile applications, and other services provided by us (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and Otter.ai regarding your use of the Service. As used herein, “**you**” or “**your**” means any entity, university, organization, or company accessing or using the Service (“**Organization**”) as well as any individual end user accessing and using the Service, as applicable and hereby agreeing to these Terms.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING OTTER.AI’S [PRIVACY POLICY](#) (TOGETHER, THESE “**TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND OTTER.AI’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY OTTER.AI AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 19, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND OTTER.AI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 19.)

1. **Otter.ai Service Overview.** The Service enables users to transform recorded voice conversations into transcribed notes that can be searched and shared. You may choose whether to use the free version of the



Service (“**Free Service**”) or the subscription-based paid version of the Service for which you may be required to pay fees (the “**Paid Service**”).

2. Eligibility. You must be at least 13 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 13 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an Organization, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

3. Accounts and Registration.

3.1 General. To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, phone number, or other contact information. For Business or Enterprise Organizations, if you wish to designate individual users to access and use the Service under your account (such users, “**Authorized Users**”), you may also be required to provide us with some information about such Authorized Users. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times, and that you have all necessary rights and approvals to provide such information. When you register, you will be asked to provide a password. You are responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at support@otter.ai.

3.2 Authorized Users.

a. You are responsible for: (i) identifying and authenticating all of your Authorized Users (ii) approving access by your Authorized Users to the Service and designating appropriate access controls in connection with your account, (iii) controlling against unauthorized access by your Authorized Users, and (iv) all activities that occur under your Authorized Users’ usernames, passwords or accounts as a result of your Authorized Users’ access and use of the Service.

b. If you received your credentials to access and use the Service (including certain features thereof) from your Organization or otherwise are accessing the Service under your Organization’s account, you acknowledge and agree that your access to the Service as provided by your Organization is subject to the agreement between Otter.ai and your Organization with respect to the Service. You also acknowledge that your Organization may terminate the access to the Service that they provide to you at any time. Otter.ai will have no liability to you in connection with any such removal or termination.

c. If the domain of the email address associated with your account is owned by an Organization and was assigned to you as an employee, contractor or member of the Organization (such as yourname@youremployer.com), you acknowledge and agree that we may identify your account to the Organization, migrate your account to the Organization’s account, and/or restrict or terminate access to



your account. Otter.ai will have no liability to you in connection with any such disclosure, restriction, or termination.

d. When you join an Otter Business or Enterprise account or when you convert an existing Otter individual account into an Otter Business or Enterprise account, you must do the following:

-Use it in compliance with your organization's terms and policies. Please note that Otter Business and Enterprise accounts are subject to the Organization's control. The Organization administrators may prevent you from later disassociating your account from the Organization account. They may also restrict or terminate your access to an Otter Business or Enterprise account.

-Acknowledge that all the data under your account is owned by the Organization and the Organization administrators have the right to access, disclose, restrict and remove information in your account. This includes the data that predates when you joined the Organization account.

4. Intentionally Omitted.

4.1 Intentionally Omitted.

4.2 Intentionally Omitted.

4.3 Subscription Service.

a. **General.** Customer is responsible and will pay Otter all Subscription Fees under an Order Form for the entire Subscription Term and any applicable Renewal Term. If you may add additional users to Teams accounts throughout the Subscription Period you will be charged a pro-rata fee for the time remaining to the renewal period.

You must cancel your subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account. Otter.ai or its third party payment processor will bill the periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Subscription Service in the settings page for your account at Otter.ai if you signed up directly via our website, or through settings in the Apple App Store, or Google Play Store if you subscribed directly in the mobile application or contacting us at: support@otter.ai.

4.4 Delinquent Accounts. Otter.ai may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any sums are due but unpaid. Without limiting the generality of the foregoing, if you have been provided access to the Service (including certain features thereof) via your Organization and your Organization has not paid all sums due, we may suspend or terminate your access to the Service. In addition to the amount due for the Service, a delinquent account may be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

5. Licenses



5.1 Limited License. Subject to your complete and ongoing compliance with these Terms, Otter.ai grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any mobile application associated with the Service obtained from a legitimate marketplace on a mobile device that you own or control; and (b) access and use the Service.

5.2 License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism; (d) access or use the Service in violation of any usage restrictions or other limitations associated with the level of Service you (or your Organization) have selected to access and purchased, if applicable. If you are prohibited under applicable law from using the Service, you may not use it.

5.3 Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“**Feedback**”), then you hereby grant Otter.ai an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

6. Ownership; Proprietary Rights. The Service is owned and operated by Otter.ai. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (“**Materials**”) provided by Otter.ai are protected by intellectual property and other laws. All Materials included in the Service are the property of Otter.ai or its third party licensors. Except as expressly authorized by Otter.ai, you may not make use of the Materials. Otter.ai reserves all rights to the Materials not granted expressly in these Terms.

7. Government Rights. Otter.ai provides the Service, including any related software, data, and technology, for ultimate government end use solely in accordance with the following: The government hereby agrees that the Service qualify as “commercial” computer software. Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in these Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these Terms, it must negotiate with Otter.ai to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

8. Third Party Terms

8.1 Third Party Services and Linked Websites. Otter.ai may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that may allow you to link your account on Otter.ai with an account on the third party service, such as Twitter



or Facebook, or through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that Otter.ai may transfer that information to the applicable third party service. Third party services are not under Otter.ai’s control, and, to the fullest extent permitted by law, Otter.ai is not responsible for any third party service’s use of your exported information. The Service may also contain links to third party websites. Linked websites are not under Otter.ai’s control, and Otter.ai is not responsible for their content.

9. User Content

9.1 User Content Generally. Certain features of the Service may permit users to upload content to the Service (including by syncing your account with Third Party Accounts as further described in Section 9.1), including voice recordings, audio recordings, data, text, photographs, and other types of works (“**User Content**”), and to otherwise publish User Content on the Service. To the extent you desire to use the Service in connection with materials or information located on your Zoom, Dropbox, or other third-party accounts (collectively, “**Third Party Accounts**”), you hereby grant Otter.ai permission to access the Third Party Accounts in connection with Otter.ai’s provision of the Service. As between you and Otter.ai, you retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Service.

9.2 Voice Recordings. The Service may provide a feature that allows you to record individual conversations and/or upload recorded conversations. The laws regarding the notice and notification requirements of such recorded conversations vary by location. You acknowledge and agree that you are solely responsible for providing any notices to, and obtaining consent from, individuals in connection with any recordings as required under applicable law.

9.3 Limited License Grant to Otter.ai. Customer retains all ownership rights to the User Content processed using the service. You grant Otter.ai a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, export, process, transform, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed in a manner that is under your control. Customer may delete User Content from their account where it may be stored in a separate trash folder provided with the service for a specified period unless they choose to delete it from the trash folder. Once it has been permanently deleted from the user account either by direct action by the user or on expiration of the specified retention period in the trash folder, no record of the User Content is retained and the User Content cannot be recreated by the service.

9.4 License Grant to Users. By providing User Content to or via the Service to other users of the Service, you grant those users a non-exclusive license to access, use, modify, and distribute that User Content as permitted by these Terms and the functionality of the Service.

9.5 Access to User Content and Results. Otter.ai may permit you to share certain User Content or the results of processing User Content with other users of the Service, share User Content or the results of processing User Content outside of the Service, or even make certain User Content or the results of



processing User Content public for all (even non-Service users) to view. You acknowledge and agree that, although Otter.ai may provide certain features intended to allow you to restrict access of some User Content you create from others, Otter.ai does not guarantee that such User Content or any results of processing User Content will never be accessible by others. To the fullest extent permitted by law, Otter.ai is not responsible for the use of any User Content or results of processing User Content by users or non-users of the Service or any third parties.

96 User Content Representations and Warranties. Otter.ai disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that:

a. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Otter.ai and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Otter.ai, the Service, and these Terms; and

b. your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Otter.ai to violate any law or regulation.

97 User Content Disclaimer. We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Otter.ai may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Otter.ai with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Otter.ai does not permit copyright-infringing activities on the Service.

98 Monitoring Content. Otter.ai does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. Otter.ai is not responsible for the use of any User Content by users or any third parties. You acknowledge and agree that Otter.ai reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Otter.ai chooses to monitor the content, Otter.ai still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content.

99 Machine Learning. Otter.ai shall have the right to collect and analyze data and other information



relating to the provision, use and performance of various aspects of the Service and related systems and technologies (“**Usage Data**”). The Service may be implemented using machine learning systems with features and implementations designed to generate statistics, calibrate data models, and improve algorithms in the course of processing User Content and Usage Data (“**Machine Learning**”). Nothing in these Terms prohibits Company from using such Machine Learning for testing, tuning, optimizing, validating, or otherwise enhancing the analytics, models, or algorithms underlying the Service. Nothing in these Terms gives you any rights in or to any part of the Service or the Machine Learning generated by Company or the Machine Learning generated in the course of providing the Service.

10. Communications.

10.1 Text Messaging. Otter.ai and those acting on our behalf may send you text (SMS) messages at the phone number you provide us. These messages may be used for two factor authentication. Standard data and message rates may apply whenever you send or receive such messages, as specified by your carrier and Otter.ai is not responsible for these charges.

10.2 Push Notifications. When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when the app is not on. You can turn off notifications by visiting your mobile device’s “settings” page.

10.3 Email. We may send you emails in the course of delivering the service to notify when User Content has been processed, shared with you or for other operational purposes. We may also send emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

11. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

- a. use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- b. use the Service or any portion thereof for the direct or indirect benefit of any third parties; with any paid transcription workflow or as a value-added component of a commercial product or service;
- c. use the Service in connection with any direct or indirect commercial purposes, including in connection
- d. harass, threaten, demean, embarrass, or otherwise harm any other user of the Service;
- e. violate, or encourage others to violate, any right of a third party (including by act or omission), including by infringing or misappropriating any third party intellectual property or proprietary right;
- f. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- g. interfere with the operation of the Service or any user’s enjoyment of the Service, including by: (i)



uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

h. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;

i. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials; or

j. attempt to do any of the acts described in this Section 11 or assist or permit any person in engaging in any of the acts described in this Section 11.

12. Digital Millennium Copyright Act

12.1 **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address:

Otter.ai, Inc.
ATTN: Legal Department (Copyright Notification)
800 W El Camino Real
Suite 170
Mountain View, CA 94040
Email: copyright@otter.ai

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of the material that you claim is infringing and where it is located on the Service;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or



intellectual property owner's behalf.

12.2 Repeat Infringers. Otter.ai will promptly terminate the accounts of users that are determined by Otter.ai to be repeat infringers.

13. -Intentionally Omitted.

14. Term, Termination and Modification of the Service

14.1 Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 14.2.

14.2 Termination. If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. In addition, Otter.ai may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by contacting customer service at support@otter.ai.

14.3 Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Otter.ai any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections [5.3, 6, 7, 10, 14.3, 16, 17, 18, 19, and 20] will survive.

14.4 Modification of the Service. Otter.ai reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Otter.ai will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.

15. Intentionally Omitted.

16. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AND TRANSCRIPTIONS AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. OTTER.AI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AND TRANSCRIPTIONS AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. OTTER.AI DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE (OR YOUR ACCESS THERETO), OR ANY DATA, MATERIALS OR CONTENT OFFERED THROUGH OR PROCESSED BY THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND OTTER.AI DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. OTTER.AI IS NOT RESPONSIBLE FOR THE FAILURE TO STORE OR MAINTAIN ANY USER DATA, CONTENT OR TRANSCRIPTIONS, USER COMMUNICATIONS, ACCOUNT



INFORMATION, OR PERSONAL SETTINGS. OTTER.AI MAKES NO WARRANTY ABOUT THE COMPLETENESS OR ACCURACY OF THE TRANSCRIPTION.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR OTTER.AI ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE OTTER.AI ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF, USE OR DISCLOSURE OF DATA, INCLUDING USER CONTENT.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Otter.ai does not disclaim any warranty or other right that Otter.ai is prohibited from disclaiming under applicable law.

17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE OTTER.AI ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY OTTER.AI ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 19.5 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE OTTER.AI ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNT YOU HAVE PAID TO OTTER.AI FOR ACCESS TO AND USE OF THE SERVICE.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 17 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18. Privacy and Information Security

18.1 Privacy Policy. You acknowledge and agree that except as described in these Terms, any User



Content, data, recordings, and information you enter into or upload to the Service or that we collect in connection with the Service (“**Data**”) will be processed as described in the Otter.ai [Privacy Policy](#). Please read the [Privacy Policy](#) carefully.

18.2 Data Processing. To the extent Data falls within the scope of the General Data Protection Regulation or the United Kingdom General Data Protection Regulation, the terms of the Data Processing Attachment in **Appendix 1** of these Terms (“**DPA**”) apply to the processing of any Customer Personal Data (as defined in the DPA). To the extent Data falls within the scope of any U.S. state privacy laws or their implementing regulations, the terms of the U.S. State Data Processing Agreement in **Appendix 6** (“**U.S. State DPA**”) apply to the processing of any Personal Data (as defined in the U.S. State DPA).

18.3 Data. As between you and Otter.ai, data that you enter into or upload to the Service is and will remain owned by you. You hereby grant Otter.ai the right to collect, process, transmit, store, use, and disclose data to provide the Service and as otherwise set forth in these Terms and the [Otter.ai Privacy Policy](#). When you join a Business or Enterprise Organization, your data is owned by the Organization as specified in section 3.2 above.

18.4 Use of Aggregated Data. You acknowledge and agree that Otter.ai may collect, create, process, transmit, store, use, and disclose aggregated and/or deidentified data derived from Data or use of the Services (“**Aggregated Data**”) for its business purposes, including for machine learning and training, industry analysis, benchmarking, and analytics. All Aggregated Data will be in an aggregated and/or deidentified form only and will not identify you. Nothing in these Terms gives you any rights in or to any part of the Service or Aggregated Data.

18.5 Compliance. You are solely responsible (a) for Data as entered into, supplied, accessed, or used by you and (b) for complying with any privacy and data protection laws and regulations applicable to Data or your use of the Service. You represent and warrant that you have obtained and will maintain all rights, consents, and authorizations required to grant Otter.ai the rights and licenses set forth in Section 18 and to enable Otter.ai to exercise its rights under the same without violation or infringement of the rights of any third party.

18.6 Information Security. Otter.ai will employ commercially reasonable security measures that are designed to protect Data in its possession or control against unlawful or unauthorized access, use, alteration, or disclosure.

19. Dispute Resolution and Arbitration

19.1 Generally. In the interest of resolving disputes between you and Otter.ai in the most expedient and cost effective manner, and except as described in Section 19.2 and 19.3, you and Otter.ai agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes



all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND OTTER.AI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

192 Exceptions. Despite the provisions of Section 19.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

193 Opt-Out. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 19 within 30 days after the date that you agree to these Terms by sending a letter to Otter.ai, Inc., Attention: Legal Department -Arbitration Opt-Out, 800 W El Camino Real, Suite 170, Mountain View, CA 94040 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Once Otter.ai receives your Opt-Out Notice, this Section 19 will be void and any action arising out of these Terms will be resolved as set forth in Section 20.2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

194 Arbitrator. Any arbitration between you and Otter.ai will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (collectively, "**AAA Rules**") as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Otter.ai. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

195 Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). Otter.ai's address for Notice is: Otter.ai, Inc., 800 W El Camino Real, Suite 170, Mountain View, CA 94040. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Otter.ai may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Otter.ai must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Otter.ai in settlement of the dispute prior to the award, Otter.ai will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.



19.6 Fees. If you commence arbitration in accordance with these Terms, Otter.ai will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Santa Clara County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Otter.ai for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

19.7 No Class Actions. YOU AND OTTER.AI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Otter.ai agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

19.8 Modifications to this Arbitration Provision. If Otter.ai makes any future change to this arbitration provision, other than a change to Otter.ai's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Otter.ai's address for Notice of Arbitration, in which case your account with Otter.ai will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

19.9 Enforceability. If Section 19.7 or the entirety of this Section 19 is found to be unenforceable, or if Otter.ai receives an Opt-Out Notice from you, then the entirety of this Section 19 will be null and void and, in that case, exclusive jurisdiction and venue described in Section 20.2 will govern any action arising out of or related to these Terms.

20. Miscellaneous

20.1 General Terms. These Terms, together with the [Privacy Policy](#) and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Otter.ai regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver



of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

20.2 Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Otter.ai submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

20.3 Intentionally Omitted

20.4 Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our [Privacy Policy](#). Please read our [Privacy Policy](#) to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

20.5 Contact Information. The Service is offered by Otter.ai, Inc. You may contact us by emailing us at support@otter.ai.

20.6 Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

20.7 No Support. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

21. Notice Regarding Apple. This Section 21 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Otter.ai only not with Apple Inc. (“Apple”), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or



your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

APPENDIX 1

Data Processing Agreement

This Data Processing Agreement ("**DPA**") is incorporated into and made part of the Terms of Service ("**Terms**") between you ("**Customer**") and Otter.ai, Inc. ("**Company**"). Unless otherwise defined in this DPA, capitalized terms will have the meaning given to them in the Terms. This DPA prevails over any conflicting term of the Terms, but does not otherwise modify the Terms.

1. Definitions

1.1 In this DPA:

- a. "**Controller**," "**Data Subject**," "**Personal Data**," "**Personal Data Breach**," "**Processing**," "**Processor**," and "**Supervisory Authority**," have the meaning given to them in the GDPR.
- b. "**Customer Personal Data**" means any Data that constitutes Personal Data, the Processing of which is subject to Data Protection Law, for which Customer or Customer's customers are the Controller, and which is Processed by Company to provide the Service;
- c. "**Data Protection Law**" means the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), the United Kingdom General Data Protection Regulation, and e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC), and their national implementations in the European Economic Area ("**EEA**"), Switzerland and the United Kingdom, each as applicable, and as may be amended or replaced from time to time;
- d. "**Data Subject Rights**" means Data Subjects' rights to information, access, rectification, erasure, restriction, portability, objection, and not to be subject to automated individual decision-making in accordance with Data Protection Law;
- e. "**International Data Transfer**" means any transfer of Customer Personal Data from the EEA, Switzerland



or the United Kingdom to an international organization or to a country outside of the EEA, Switzerland and the United Kingdom;

f. “**Subprocessor**” means a Processor engaged by Company to Process Customer Personal Data; and

g. “**Standard Contractual Clauses**” means the clauses annexed to EU Commission Implementing Decision EU 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European parliament and of the Council;

h. “**UK Addendum**” means the addendum to the Standard Contractual Clauses issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022).

2. Scope and applicability

21 This DPA applies to Processing of Customer Personal Data by Company to provide the Service.

22 The subject matter, nature and purpose of the Processing, the types of Customer Personal Data and categories of Data Subjects are set out in **Appendix 5**.

23 Customer is a Controller and appoints Company as a Processor on behalf of Customer in relation to the purposes set out in **Appendix 5**. Customer is responsible for compliance with the requirements of Data Protection Law applicable to Controllers.

24 If Customer is a Processor on behalf of other Controller(s), then Customer is the single point of contact for Company; must obtain all necessary authorizations from such other Controller(s); undertakes to issue all instructions and exercise all rights on behalf of such other Controller(s); and is responsible for compliance with the requirements of Data Protection Law applicable to Processors.

25 Customer acknowledges that Company may Process Personal Data relating to the operation, support, or use of the Service for its own business purposes, such as billing, account management, data analysis, benchmarking, technical support, product development, and compliance with law. Company is the Controller for such Processing and will Process such data in accordance with Data Protection Law. Such Processing shall not be subject to the terms of this DPA.

3. Instructions

31 Company will Process Customer Personal Data to provide the Service and in accordance with Customer’s documented instructions.

32 The Controller’s instructions are documented in this DPA, the Terms, and any applicable statement of work.

33 Customer may reasonably issue additional instructions as necessary to comply with Data Protection Law. Company may charge a reasonable fee to comply with any additional instructions.



34 Unless prohibited by applicable law, Company will inform Customer if Company is subject to a legal obligation that requires Company to Process Customer Personal Data in contravention of Customer's documented instructions.

4. Personnel

4.1 Company personnel authorized to Process Customer Personal Data are subject to an obligation of confidentiality.

5. Security and Personal Data Breaches

5.1 Taking into account the state-of-the-art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Company will implement appropriate technical and organizational measures to provide a level of security appropriate to the risk, including the measures listed in **Appendix 3**.

5.2 Customer acknowledges that the security measures in **Appendix 3** are appropriate in relation to the risks associated with Customer's intended Processing, and will notify Company prior to any intended Processing for which Company's security measures may not be appropriate.

5.3 Company will notify Customer without undue delay after becoming aware of a Personal Data Breach involving Customer Personal Data. If Company's notification is delayed, it will be accompanied by reasons for the delay.

6. Subprocessing

6.1 Customer hereby authorizes Company to engage Subprocessors. A list of Company's current Subprocessors is available [here](#).

6.2 Company will enter into a written agreement with Subprocessors which imposes the same obligations as required by Data Protection Law.

6.3 Customer may object to the addition of a Subprocessor based on reasonable grounds relating to a potential or actual violation of Data Protection Law by providing written notice detailing the grounds of such objection within thirty (30) days following Company's notification of the intended change. Customer and Company will work together in good faith to address Customer's objection. If Company chooses to retain the Subprocessor, Company will inform Customer at least thirty (30) days before authorizing the Subprocessor to Process Customer Personal Data, and Customer may immediately discontinue using the relevant part of the Service, and may terminate the relevant part of the Service within thirty (30) days.

7. Assistance

7.1 Taking into account the nature of the Processing, and the information available to Company, Company will assist Customer, including, as appropriate, by implementing technical and organizational measures,



with the fulfillment of Customer's own obligations under Data Protection Law to: comply with requests to exercise Data Subject Rights; conduct data protection impact assessments, and prior consultations with Supervisory Authorities; and notify a Personal Data Breach.

7.2 Company will maintain records of Processing of Customer Personal Data in accordance with Data Protection Law.

7.3 Company may charge a reasonable fee for assistance under this **Section 7**. If Company is at fault, Company and Customer shall each bear their own costs related to assistance.

8. Compliance

8.1 Company shall maintain a program to provide compliance with the obligations set out in this DPA.

9. International Data Transfers

9.1 Customer hereby authorizes Company to perform International Data Transfers to any country deemed adequate by the EU Commission; on the basis of appropriate safeguards in accordance with Data Protection Law or pursuant to the Standard Contractual Clauses and UK Addendum referred to in Section 9.2 and 9.3 respectively.

9.2. By signing this DPA, Customer and Company hereby agree to conclude the provisions of module two (controller to processor) of the Standard Contractual Clauses, which are hereby incorporated into this DPA and completed as follows:

- The optional Clause 7 is kept ;
- In Clause 9, Option 1 is struck and Option 2 is kept , and Customer may object to the addition of a Subprocessor within (30) days.
- In Clause 11, the optional language is struck;
- In Clauses 17 and 18, the governing law and the competent courts are those of the country in which Customer is established.
- Appendixes 2, 3 and 4 to these terms of service

9.3. By signing this DPA, Customer and Company conclude the UK Addendum which is hereby incorporated and applies to International Data Transfers outside the United Kingdom. Part 1 of the UK Addendum is completed as follows: (i) in Table 1, the "Exporter" is Customer and the "Importer" is Company, their details are set forth in this DPA and the Terms; (ii) in Table 2, the first option is selected and the "Approved EU SCCs" are the Standard Contractual Clauses referred to in Section 9.2 of this DPA; (iii) in Table 3, Annexes 1 (A and B), II and III to the "Approved EU SCCs" are **Appendixes 2, 3 and 4** to the Terms; and (iv) in Table 4, both the "Importer" and the "Exporter" can terminate the UK Addendum.

9.4. If the Standard Contractual Clauses or the UK Addendum are amended, updated, or invalidated, Customer and Company will work together in good faith to reasonably resolve such non-compliance.



10. Notifications

10.1 Customer will send notifications, requests and instructions under this DPA to Company's legal department via email to legal@otter.ai. Company will send notifications under this DPA to Customer's contact email address.

11. Liability

11.1 To the extent permitted by applicable law, where Company has paid damages or fines, Company is entitled to claim back from Customer that part of the compensation, damages or fines, corresponding to Customer's part of responsibility for the damages or fines.

12. Termination and return or deletion

12.1 This DPA is terminated upon the termination of the Terms.

12.2 Upon termination of the Terms of Service, the Company will, upon Customer's request, return Customer Personal Data in Company's possession to the Customer or securely destroy such Customer Personal Data unless applicable laws prevent the Company from returning or destroying all or part of Customer Personal Data.

13. Modification of this DPA

13.1 This DPA may only be modified by a written amendment signed by both Company and Customer.

14. Invalidity and severability

14.1 If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this DPA and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

APPENDIX 2

A. List of Parties

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name: As included in the Terms

Address: As included in the Terms

Contact person's name, position and contact details: As included in the Terms



Activities relevant to the data transferred under these Clauses: As included in the Terms

Signature and date: As included in the Terms

Role: Controller

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

2. Name: Otter.ai, Inc.

Address: As included in the Terms

Contact person's name, position and contact details: As included in the Terms

Activities relevant to the data transferred under these Clauses: As included in the Terms

Signature and date: As included in the Terms

Role: Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

1 Employees, contractors, or students of Organizations who use the Service

2 Other meeting participants where the Service is used by one of the above data subjects

Categories of personal data transferred

1 Registration information including email address and volunteered first and last name

2 Audio recordings stored by the user that may include personal data

Personal data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

1 The Service may Process voiceprints to recognize users and automatically tag their name within the transcript.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous

Nature of the processing

Processing operations as detailed in the Terms

Purpose(s) of the data transfer and further processing



1 The Service creates legible notes from recorded voice conversations using proprietary technologies for automated speech recognition (ASR), keyword extraction and voice to text synchronization. Data may be ingested directly via recording using a mobile or web application, upload of audio files or synchronization with other applications including cloud storage or online video conferencing that store or capture recorded audio. Audio is processed in cloud infrastructure and delivered to the Otter application where it may be consumed or downloaded in a variety of formats.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As detailed in the Terms.

C. COMPETENT SUPERVISORY AUTHORITY

As detailed in Appendix 1.

The competent authority for data transfers subject to the UK Addendum is the Information Commissioner's Office in the UK.

APPENDIX 3

Security Measures

The Service is provisioned using a cloud-based platform and we employ best practices and appropriate technical and organizational measures to safeguard Personal Data. The Company regularly monitors compliance with these measures. A summary of security measures includes:

Physical Access Controls

User Content is hosted by Amazon Web Services (AWS), which is certified SOC 2 Type 2. AWS maintains a list of certifications and third-party assessments. The AWS infrastructure is managed in Amazon controlled data centers throughout the world and the data centers are secured with physical controls to prevent unauthorized access.

Access to the Company's office is restricted to authorized personnel and security cameras are positioned to record video of ingress/egress points.

System Access Controls



We maintain separate production and development/staging environments. Access to production environments is limited to authorized personnel and access is logged.

Data Access Controls

To troubleshoot and address Customer issue(s), the Company support team will request and obtain explicit permission from Customer and approval from appropriate system administrator(s) before accessing specific User Content that is related to the Customer reported issue(s). Access to User Content to troubleshoot customer issues is further restricted to select support personnel assisting with the issue(s). These types of support requests are logged.

Transmission Controls

Communication over the internet with Company via web application are transmitted over secure encrypted connection. Company uses HTTPS for communications and industry standard encryption algorithms for stored User Content and passwords.

Input Controls

Customer is authenticated by password or using Google, Microsoft, or Apple login. Two factor authentication may be enabled by account administrator(s) for Business or Enterprise accounts. Company uses web cookies to validate signed in Customers.

Data Backups

We have daily backup of databases and User Content is stored in persistent storage.

Data Segregation

Company logically segregated Customer Personal Data so that the Customers will only be able to access their own data and not Personal Data belonging to other Customers.

APPENDIX 4

List of subprocessors

The controller has authorized the use of the subprocessors listed on the page <https://otter.ai/subprocessors>.

APPENDIX 5



Description of the processing

1. Data Subjects

The Customer Personal Data Processed concern the following categories of Data Subjects (please specify):

CATEGORY

- 1 Employees, contractors, or students of Organizations who use the Service
- 2 Other meeting participants where the Service is used by one of the above data subjects

2. Categories of Customer Personal Data

The Customer Personal Data Processed concern the following categories of data (please specify):

CATEGORY

- 1 Registration information including email address and volunteered first and last name
- 2 Audio recordings stored by the user that may include personal data

3. Sensitive data

The Customer Personal Data Processed concern the following special categories of data (please specify):

CATEGORY

- 1 The Service may Process voiceprints to recognize users and automatically tag their name within the transcript.

4. Processing operations

The Customer Personal Data will be subject to the following basic Processing activities (please specify):

CATEGORY

- 1 The Service creates legible notes from recorded voice conversations using proprietary technologies for automated speech recognition (ASR), keyword extraction and voice to text synchronization. Data may be ingested directly via recording using a mobile or web application, upload of audio files or synchronization with other applications including cloud storage or online video conferencing that store or capture recorded audio. Audio is processed in cloud infrastructure and delivered to the Otter application where it may be consumed or downloaded in a variety of formats.



APPENDIX 6

U.S. STATE PRIVACY LAW DATA PROCESSING AGREEMENT

This U.S. Privacy Law Data Processing Agreement (“**U.S. State DPA**”) is incorporated and made part of the Terms of Service (the “**Terms**”) between you, on behalf of you and your affiliates (“**Customer**”), and Otter.ai (“**Vendor**”) (each a “**Party**” and collectively the “**Parties**”) for so long as Vendor processes Personal Data on behalf of Customer. This U.S. State DPA prevails over any conflicting terms of the Terms.

1. Definitions. For the purposes of this U.S. State DPA-

1.1. “**State Privacy Laws**” means, collectively, all U.S. state privacy laws and their implementing regulations, as amended or superseded from time to time, that apply generally to the processing of individuals’ Personal Data and that do not apply solely to specific industry sectors (e.g., financial institutions), specific demographics (e.g., children), or specific classes of information (e.g., health or biometric information). State Privacy Laws include the following:

1.1.1. California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (California Civil Code §§ 1798.100 to 1798.199) (“**CPRA**”);

1.1.2. Colorado Privacy Act (Colorado Rev. Stat. §§ 6-1-1301 to 6-1-1313) (“**ColoPA**”);

1.1.3. Connecticut Personal Data Privacy and Online Monitoring Act (Public Act No. 22-15) (“**CPOMA**”);

1.1.4. Utah Consumer Privacy Act (Utah Code Ann. §§ 13-61-101 to 13-61-404) (“**UCPA**”); and

1.1.5. Virginia Consumer Data Protection Act (Virginia Code Ann. §§ 59.1-575 to 59.1-585) (“**VCDPA**”).

1.2. “**Personal Data**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable natural person. Where applicable, Personal Data shall be interpreted consistent with the same or similar term under State Privacy Laws.

1.3. “**Share**,” “**Shared**,” and “**Sharing**” have the meaning defined in the CPRA.

1.4. “**Sale**” and “**Selling**” have the meaning defined in the State Privacy Laws.

1.5. “**Controller**” means “Controller” or “Business” as those terms are defined in the State Privacy Laws.

1.6. “**Processor**” means “Processor,” “Service Provider,” or “Contractor” as those terms are defined in the State Privacy Laws.

1.7. “**Consumer**” has the meaning defined in the State Privacy Laws.



- 1.8. **“Processing,” “Process,” and “Processed”** have the meaning defined in the State Privacy Laws.
- 1.9. **“Company Personal Data”** means Personal Data provided by Company to, or which is collected on behalf of Company by, Vendor to provide services to Company pursuant to the Terms.
- 1.10. In the event of a conflict in the meanings of defined terms in the State Privacy Laws, the meaning from the law applicable to the state of residence of the relevant Consumer applies.

2. **Scope, Roles, and Termination.**

- 2.1. *Applicability* - This U.S. State DPA applies only to Vendor's Processing of Company Personal Data for the nature, purposes, and duration set forth in Appendix 1 and Appendix 5.
- 2.2. *Roles of the Parties* - For the purposes of the Terms and this U.S. State DPA, Company is the Party responsible for determining the purposes and means of Processing Company Personal Data as the Controller and appoints Vendor as a Processor to Process Company Personal Data on behalf of Company for the limited and specific purposes set forth in Appendix 5.
- 2.3. *Obligations at Termination* - Upon termination of the Terms, except as set forth therein or herein, Vendor will discontinue Processing and destroy or return Company Personal Data in its or its subcontractors and sub-processors possession without undue delay. Vendor may retain Company Personal Data to the extent required by law but only to the extent and for such period as required by such law and always provided that Vendor shall ensure the confidentiality of all such Company Personal Data.

3. **Compliance.**

- 3.1. *Compliance with Obligations* - In addition to the representations and warranties set forth in the Terms, Vendor further represents and warrants that Vendor, its employees, agents, subcontractors, and sub-processors (a) shall comply with the obligations of the State Privacy Laws, (b) shall provide the level of privacy protection required by the State Privacy Laws, (c) shall provide Company with all reasonably-requested assistance to enable Company to fulfill its own obligations under the State Privacy Laws, and (d) understand and shall comply with this U.S. State DPA. Upon the reasonable request of Company, Vendor shall make available to Company all information in Vendor's possession necessary to demonstrate Vendor's compliance with this subsection.
- 3.2. *Compliance Assurance* - Company has the right to take reasonable and appropriate steps to ensure that Vendor uses Company Personal Data consistent with Company's obligations under applicable State Privacy Laws and the security measures attached hereto at Appendix 3 and incorporated herein.
- 3.3. *Compliance Monitoring* - Company has the right to monitor Vendor's compliance with this U.S. State DPA through measures, including, but not limited to, ongoing manual reviews, automated scans, regular assessments, audits, or other annual technical and operational testing at least once every 12 months.
- 3.4. *Compliance Remediation* - Vendor shall notify Company no later than five business days after



determining that it can no longer meet its obligations under applicable State Privacy Laws. Upon receiving notice from Vendor in accordance with this subsection, Company may direct Vendor to take reasonable and appropriate steps to stop and remediate unauthorized use of Company Personal Data.

4. Restrictions on Processing.

4.1. *Limitations on Processing* - Vendor will Process Company Personal Data solely as instructed in the Terms and this U.S. State DPA. Except as expressly permitted by the State Privacy Laws, Vendor is prohibited from (i) Selling or Sharing Company Personal Data, (ii) retaining, using, or disclosing Company Personal Data for any purpose other than for the specific purpose of performing the Services specified in Appendix 5, (iii) retaining, using, or disclosing Company Personal Data outside of the direct business relationship between the Parties, and (iv) combining Company Personal Data with Personal Data obtained from, or on behalf of, sources other than Company, except as expressly permitted under applicable State Privacy Laws.

4.2. *Confidentiality* - Vendor shall ensure that its employees, agents, subcontractors, and sub-processors are subject to a duty of confidentiality with respect to Company Personal Data.

4.3. *Subcontractors; Sub-processors* -Vendor's current subcontractors and sub-processors are available at <https://otter.ai/subprocessors>. Vendor shall notify Company of any intended changes concerning the addition or replacement of subcontractors or sub-processors. Further, Vendor shall ensure that Vendor's subcontractors or sub-processors who Process Company Personal Data on Vendor's behalf agree in writing to the same or equivalent restrictions and requirements that apply to Vendor in this U.S. State DPA and the Terms with respect to Company Personal Data, as well as to comply with the applicable State Privacy Laws.

4.4. *Right to Object* - Company may object in writing to Vendor's appointment of a new subcontractor or sub-processor on reasonable grounds by notifying Vendor in writing within 30 calendar days of receipt of notice in accordance with Section 4.3. In the event Company objects, the Parties shall discuss Company's concerns in good faith with a view to achieving a commercially reasonable resolution.

5. Consumer Rights.

5.1. Vendor shall provide commercially reasonable assistance to Company for the fulfillment of Company's obligations to respond to State Privacy Law-related Consumer rights requests regarding Company Personal Data.

5.2. Company shall inform Vendor of any Consumer request made pursuant to the State Privacy Laws that they must comply with. Company shall provide Vendor with the information necessary for Vendor to comply with the request.

5.3. Vendor shall not be required to delete any Company Personal Data to comply with a Consumer's request directed by Company if retaining such information is specifically permitted by applicable State Privacy Laws; provided, however, that in such case, Vendor will promptly inform Company of the exceptions relied upon under applicable State Privacy Laws and Vendor shall not use Company Personal



Data retained for any purpose other than provided for by that exception.

6. Deletion of Company Personal Data

6.1. Upon direction by Company, and in any event no later than 30 days after receipt of a request from Company, Vendor shall promptly delete Company Personal Data as directed by Company, unless Vendor is required by law to retain such data, in which case Vendor shall, on ongoing basis, isolate and protect the security and confidentiality of such Personal Data and prevent any further processing except to the extent required by such law and shall destroy or return to Company all other Personal Data not required to be retained by Vendor by law.

7. Deidentified Data

7.1. In the event that Company discloses or makes available Deidentified data (as such term is defined in the State Privacy Laws) to Vendor, Vendor shall not attempt to reidentify the information.

8. Security

8.1. Vendor and Company shall implement and maintain no less than commercially reasonable security procedures and practices, appropriate to the nature of the information, to protect Company Personal Data from unauthorized access, destruction, use, modification, or disclosure.

8.2. Vendor shall fully comply with the security measures attached at Appendix 3.

9. Sale of Data

9.1. The Parties acknowledge and agree that the exchange of Personal Data between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Terms or this U.S. State DPA.

10. Changes to Applicable Privacy Laws.

10.1. The Parties agree to cooperate in good faith to enter into additional terms to address any modifications, amendments, or updates to applicable statutes, regulations or other laws pertaining to privacy and information security, including, where applicable, the State Privacy Laws.





BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile, or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

3. Taxes. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

4. Travel Expenses. If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

5. No Automatic Renewals or Extensions. Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

6. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. This section shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement.

8. Announcements and Press Statements. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its _____ or that position's designee, and in the case of the other party, permission must be granted by its _____ or that position's designee.

9. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

10. Use of BC Information Not Allowed . Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC





BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE

may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

12. [Intentionally Left Blank]

13. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

14. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

15. BC's Sovereign Immunity. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes

16. Governing Law and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the

parties shall be of no force and effect and are hereby deleted.

17. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

18. Vendor's Confidential Information / Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and





**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) 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 Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC's custodian of public records, in a format that is compatible with the information technology systems of the BC
- (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO


VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

19. Miscellaneous. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor's employees; and (iii) attorneys' or collection-fees provisions.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: Click or tap here to enter text.

By:  _____
 Name: Zack Cable
 Title: CRO
 Date: 5/18/2023



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Privacy Policy

Effective March 9, 2023

[See also [Terms of Service](#)]

This privacy policy ("**Policy**") informs you of our practices when handling your Personal Information through the Services (both as defined below). In this Policy, "**Otter.ai**", "**we**" or "**us**" refers to Otter.ai, Inc., a company registered in Delaware with its registered address located at 800 W El Camino Real, Suite 170, Mountain View, CA 94040. We are the data controller under the applicable privacy laws.

Where we have an Otter Business or enterprise service agreement in place with an enterprise customer who is asking you to use our Services (for example your employer), we obtain and process your Personal Information on behalf of and at the instructions of that customer. In that context, such enterprise customers are the data controllers and their privacy policies will apply to the processing of your Information. We encourage you to read their privacy policies.

For the purpose of this Policy, "**Personal Information**" means any information relating to an identified or identifiable individual. This includes Personal Information you provide or generate when you use: (a) Our Otter meeting assistant app (the "**App**"); and (b), <https://otter.ai>, and any other dedicated Otter.ai websites (the "**Website**") (collectively, the "**Services**"). When you use the Services, you accept and understand that we collect, process, use, and store your Personal Information as described in this Policy.

If you are a California resident, our [Privacy Notice for California Residents](#) includes additional information about your rights and how we collect, use, and share information.

If you do not agree with this Policy, you must not use any of the Services. If you change your mind in the future you must stop using the Services and you may exercise your rights concerning your Personal Information as set out in this Policy.

1. INFORMATION WE COLLECT

We will collect and use the following Personal Information about you:



Information you provide to us

- **Registration Information.** When you create an account on our Services, you will be asked to provide your name, email, and a password, you may voluntarily add a profile picture. For Pro or Business plans which are paid Services, our payment processing partner Stripe, Inc. may also collect your name, billing address, and payment information. Payment information is not shared with us and is maintained by Stripe.
- **App Information.** When you use the Services, you may provide us with your audio recordings ("Audio Recordings"), automatic OtterPilot™ screenshots and any text, images or videos that you upload or provide to us in the context of the Services. OtterPilot may take automatic screenshots which are available meeting transcripts to add value to the meetings by extracting useful visual information. The automatic screenshots will only take place in virtual meetings.
- **Communication Information.** When you contact us, you provide us with your phone number, email, and any other information you choose to provide over such communication, including information about your query.

Information you provide us about others

- If you choose to collaborate on a task with your co-workers or friends, or refer us to them, you provide us with the email address and contact information of your co-workers or friends.
- If you provide an Audio Recording, this may contain the Personal Information of third parties. Before you do so, please make sure you have the necessary permissions from your co-workers, friends or other third parties before sharing Personal Information or referring them to us.

Information we automatically collect or is generated about you when use the Services

- **Usage Information:** When you use the Services, you generate information pertaining to your use, including timestamps, such as access, record, share, edit and delete events, app use information, screenshots/screen captures taken during the meeting, interactions with our team, and transaction records.
- **Device Information:** We assign a unique user identifier ("**UUID**") to each mobile device that accesses the Services. When you use our Services, you provide information such as your IP address, UUIDs, device IDs, web beacons and other device information (such as carrier type, whether you access our Service from a desktop or mobile platform, device model, brand, web browser and operating system).
- **Cookies:** We use Cookies and other similar technologies ("**Cookies**") to enhance your experience when using the Service. For more information about our Cookies policy, see [HOW WE USE COOKIES AND SIMILAR TECHNOLOGIES](#) below.

Information received from third parties.

- **Information we receive from third party platforms:** When you connect third party platforms, apps or providers (such as Google Calendar, iCal or other calendar programs, Google Contacts or Zoom) to our Services, or when you register through a third party account (such as Google or Microsoft), we receive Personal Information that includes your username, profile picture, email address, time, location, calendar information, contact information from such third parties and any information you choose to upload to such third party platforms ("**Platform Information**").



- **Information from platforms our Services relies on:** We receive transaction information from our payment processor Stripe.
- **Other third parties.** We may receive additional information about you, such as demographic or interest attributes from third parties such as data or marketing partners and combine it with other information we have about you.

We also collect, and use aggregated data such as statistical or demographic data for our purposes. Aggregated data may be derived from your Personal Information but is not Personal Information as this data will not directly or indirectly reveal your identity. However, if we combine or connect aggregated data with your Personal Information so that it can directly or indirectly identify you, we will treat the combined data as Personal Information which will be used in accordance with this Policy.

2. HOW WE USE YOUR PERSONAL INFORMATION

We use your Personal Information to:

- **Set up your account.** We use your registration information, device information and information received from third parties (such as your username, email address) in order to set up an account for you to use our Services. We do so in accordance with our contractual and precontractual obligations to you in order to provide you with an account to use the Services.
- **Provide you with the Services.** We use your audio recordings, usage information and platform information in order to provide you with the Services. In addition, we use your communication information to facilitate support (e.g. retrieval of a forgotten password). We do so in accordance with our contractual obligations to you in order to provide you with the Services.
- **Improve and monitor the Services.** We use information we automatically collect or generate about you when you use the Services, as well as information about your device such as device manufacturer, model and operating system, and the amount of free space on your device, to analyze the use of and improve our Services. We train our proprietary artificial intelligence technology on de-identified audio recordings. We also train our technology on transcriptions to provide more accurate services, which may contain Personal Information. We obtain explicit permission (e.g. when you rate the transcript quality and check the box to give Otter.ai and its third-party service provider(s) permission to access the conversation for training and product improvement purposes) for manual review of specific audio recordings to further refine our model training data.
- **Communicate with you.** If you contact us, we will use your contact information to communicate with you and, if applicable, your usage information to support your use of the Services.
- **Send you newsletters about product news or updates that may be of interest to you.** We will send you emails with news or updates pertaining to our Services. When doing so, we process your email address, name and may process your usage information. Your consent can be withdrawn at any time by following the unsubscribe mechanism at the bottom of each communication.
- **Prevent fraud, defend Otter.ai against legal claims or disputes, enforce our terms and to comply with our legal obligations.** It is in our legitimate interest to protect our interests by (1) monitoring the use of the Services to detect fraud or any other user behavior which prejudices the integrity of our Services, (2) taking steps to remedy aforementioned fraud and behavior, (3) defending ourselves against legal claims or disputes, and (4) enforcing our terms and policies. When doing so, we will process the Personal Information



relevant in such a case, including information you provide us, information we automatically collect about you, and information which is provided to us by third parties.

3. HOW WE USE COOKIES AND SIMILAR TECHNOLOGIES

We and our third party partners use Cookies, pixel tags, and similar technologies to collect information about your browsing activities and to distinguish you from other users of our Services in order to aid your experience and measure and improve our advertising effectiveness.

Cookies are small files of letters and numbers that we store on your browser or on your device. They contain information that is transferred to your device.

We use Cookies to collect information about your browsing activities and to distinguish you from other users of our Services in order to aid your experience.

We use the following types of Cookies and similar technologies:

- **Strictly necessary Cookies:** Some Cookies are strictly necessary to make our Services available to you; for example, to provide login functionality, user authentication and security. We cannot provide you with the Services without this type of Cookie.
- **Functional Cookies:** These are used to recognize you when you return to our Website. This enables us to personalize our content for you and remember your preferences (for example, your choice of language).
- **Analytical, performance, or advertising Cookies:** We also use Cookies and similar technologies for analytics purposes in order to operate, maintain, and improve our Services and measure and improve our advertising effectiveness. We use third party analytics providers, including Google Analytics and Amplitude, to help us understand how users engage with us. We also use third party advertising partners, including Facebook, to deliver ads to you on other sites. Google Analytics uses first-party Cookies to track user interactions which helps show how users use our Service and Website. This information is used to compile reports and to help us improve our Service and Website. Such reports disclose Website trends without identifying individual visitors. You can opt out of Google Analytics by going to <https://tools.google.com/dlpage/gaoptout> or via Google's Ads settings.

You can block Cookies by setting your internet browser to block some or all of Cookies. However, if you use your browser settings to block all Cookies (including strictly necessary Cookies) you may not be able to use our Services.

4. WITH WHOM WE SHARE YOUR PERSONAL INFORMATION

Third party services are not owned or controlled by Otter.ai and third parties may have their own policies and practices for collection, use and sharing of information. Please refer to third party privacy and security policies for more information before using such services. Third parties include vendors and service providers we rely on the provision of the Services. We share your Personal Information with selected third parties, including:

- **Other users** who see your Personal Information (such as your username and email) and any other information you choose to share with them through the Services.



- **Cloud service providers** who we rely on for compute and data storage, including Amazon Web Services, based in the United States.
- **Platform support providers** who help us manage and monitor the Services, including Amplitude, which is based in the U.S. and provides user event data for our Services.
- **Data labeling service providers** who provide annotation services and use the data we share to create training and evaluation data for Otter's product features.
- **Artificial intelligence service providers** that provide backend support for certain Otter product features.
- **Mobile advertising tracking providers** who help us measure our advertising effectiveness, including AppsFlyer which is based in Israel.
- **Analytics providers** who provide analytics, segmentation and mobile measurement services and help us understand our user base. We work with a number of analytics providers, including Google LLC, which is based in the U.S. You can learn about Google's practices by going to <https://www.google.com/policies/privacy/partners/>, and opt-out of them by downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/gaoptout>.
- **Advertising Partners:** We work with third party advertising partners to show you ads that we think may interest you. Some of our advertising partners are members of the Network Advertising Initiative (<http://optout.networkadvertising.org/>) or the Digital Advertising Alliance (<http://optout.aboutads.info/>). If you do not wish to receive personalized ads, please visit their opt-out pages to learn about how you may opt out of receiving web-based personalized ads from member companies. You can access any settings offered by your mobile operating system to limit ad tracking, or you can install the AppChoices mobile app to learn more about how you may opt out of personalized ads in mobile apps.
- **Providers of integrated third-party programs, apps or platforms**, such as Google Calendar and Apple iCal. When you connect third party platforms to our Services, you authorize us to share designated information and data created and/or uploaded by you to our servers with these third-party programs on your behalf.
- **Payment processors**, such as Stripe. These payment processors are responsible for the processing of your Personal Information, and may use your Personal Information for their own purposes in accordance with their privacy policies. More information is available here: <https://stripe.com/gb/privacy>.
- **Law enforcement agencies, public authorities or other judicial bodies and organizations.** We disclose Personal Information if we are legally required to do so, or if we have a good faith belief that such use is reasonably necessary to comply with a legal obligation, process or request; enforce our terms of service and other agreements, policies, and standards, including investigation of any potential violation thereof; detect, prevent or otherwise address security, fraud or technical issues; or protect the rights, property or safety of us, our users, a third party or the public as required or permitted by law (including exchanging information with other companies and organizations for the purposes of fraud protection). For more information, please see [Otter's Data Request Policy](#).
- **Change of corporate ownership.** If we are involved in a merger, acquisition, bankruptcy, reorganization, partnership, asset sale or other transaction, we may disclose your Personal Information as part of that transaction.

5. HOW LONG WE STORE YOUR INFORMATION



Otter.ai stores all Personal Information for as long as necessary to fulfill the purposes set out in this Policy, or for as long as we are required to do so by law or in order to comply with a regulatory obligation. When deleting Personal Information, we will take measures to render such Personal Information irrecoverable or irreproducible, and the electronic files which contain Personal Information will be permanently deleted.

6. YOUR RIGHTS

In certain circumstances you have the following rights in relation to your Personal Information that we hold.

- **Access.** You have the right to access the Personal Information we hold about you, and to receive an explanation of how we use it and who we share it with.
- **Correction.** You have the right to correct any Personal Information we hold about you that is inaccurate or incomplete.
- **Erasure.** You have the right to request for your Personal Information to be erased or deleted.
- **Object to processing.** You have the right to object to our processing of your Personal Information where we are relying on a legitimate interest or if we are processing your Personal Information for direct marketing purposes.
- **Restrict processing.** You have a right in certain circumstances to stop us from processing your Personal Information other than for storage purposes.
- **Portability.** You have the right to receive, in a structured, commonly used and machine-readable format, Personal Information that you have provided to us if we process it on the basis of our contract with you, or with your consent, or to request that we transfer such Personal Information to a third party.
- **Withdraw consent.** You have the right to withdraw any consent you previously applied to us. We will apply your preferences going forward, and this will not affect the lawfulness of processing before your consent was given.

Please note that, prior to any response to the exercise of such rights, we will require you to verify your identity. In addition, we may require additional information (for example, why you believe the information we hold about you is inaccurate or incomplete) and may have valid legal reasons to refuse your request. We will inform you if that is the case. For more information on how to exercise your rights, or to exercise your rights, please email support@otter.ai.

If you are a California resident, California law affords you certain rights regarding our collection and use of your personal information. To learn more about your California privacy rights, please visit our [Privacy Notice for California Residents](#).

7. PRIVACY SHIELD

Otter.ai complies with the EU-U.S. Privacy Shield and the Swiss-U.S. Privacy Shield Frameworks ("Privacy Shield") as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, United Kingdom and Switzerland to the United States in reliance on Privacy Shield. Otter.ai has certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If there is any conflict between the terms



in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit

<https://www.privacyshield.gov/>.

For more information on how we comply with the Privacy Shield Principles, please see **APPENDIX: Otter.ai Privacy Shield Notice**.

8. CHILDREN

The Service and Website are not targeted at children, and we do not knowingly collect Personal Information from children under the age of 13. If you learn that a child has provided us with Personal Information in violation of this Policy, please contact us as indicated below.

9. CONTACT & COMPLAINTS

For inquiries or complaints regarding this Policy, please first contact us at support@otter.ai and we will endeavor to deal with your complaint as soon as possible. This is without prejudice to your right to launch a claim with a data protection authority.

If you are based in the EEA or the UK, you may also make a complaint to either the Irish Data Protection Commission (on +353 578 684 800 or via <https://forms.dataprotection.ie/contact>) or the UK's ICO (on +44 303 123 1113 or via <https://ico.org.uk/make-a-complaint/>), or to the supervisory authority where you are located.

10. DATA SECURITY

Otter.ai maintains and implements physical, administrative, and technical safeguards to protect the confidentiality, integrity, and availability of personal information. However, the transfer of Personal Information through the internet will carry its own inherent risks and we do not guarantee the security of your data transmitted through the internet. You make any such transfer at your own risk.

The Website and Service may provide features or links to websites and services provided by third parties. Any information you provide on Apps, third-party websites or services is provided directly to the operators of such websites or services and is subject to their policies governing privacy and security, even if accessed via our Website or in connection with our Service.

11. CROSS-BORDER DATA TRANSFERS

To facilitate our global operations, Otter.ai may transfer, store and process your operations with our partners and service providers based outside of the country in which you are based. Laws in those countries may differ from the laws applicable to your country of residence. Where we transfer, store and process your Personal Information outside of the EEA or the UK we will ensure that the appropriate safeguards are in place to ensure an adequate level of protection such as through acceding to the Standard Contractual Clauses. Further details regarding the relevant safeguards can be obtained from us on request.

12. CHANGES



Where required, we will update this Policy from time to time. When we do so, we will make it available on this page and indicate the date of the latest revision. Please check this page frequently to see any updates or changes to this Policy.

13. ABOUT US

If you have any questions, comments or concerns about our Privacy Policy, you may contact us by email at support@otter.ai attn: Privacy Officer or by mail to:

Otter.ai, Inc.
Attn: Privacy Officer
800 W El Camino Real,
Suite 170,
Mountain View, CA 94040

APPENDIX

Otter.ai Privacy Shield Notice

Effective April 8, 2020

Otter.ai has created this Privacy Shield Notice ("Notice") to describe our standards and procedures for handling Personal Information in accordance with the Privacy Shield Frameworks and Principles.

Otter.ai complies with the EU-U.S. Privacy Shield and the Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, United Kingdom and Switzerland to the United States in reliance on Privacy Shield. Otter.ai has certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

This Notice supplements our Policy. Unless specifically defined in this Notice, the terms in this Notice have the same meaning as in our Policy. In case of conflict between the Policy and this Notice, this Notice prevails. In case of conflict between this Notice and the Principles, the Principles will govern.

How we obtain Personal Information

We obtain and Process Personal Information from the European Economic Area ("EEA"), United Kingdom ("UK") or Switzerland in different capacities:



- As a data controller, we collect and Process EEA, UK and Swiss Personal Information directly from individuals, either via our publicly available website <https://otter.ai>, or through our mobile applications, or in connection with our customer relationships.
- Where we provide our Services in connection with an enterprise agreement, we may obtain and process EEA, UK and Swiss Personal Information on behalf of and at the instructions of our enterprise customers. In that context, such customers are the data controllers and we encourage you to read their privacy policies.

Otter.ai commits to subject to the Principles all Personal Information received from the EEA, UK or Switzerland in reliance on the Privacy Shield (which includes both types of activities).

Privacy Shield Principles

1. Notice. Our Policy in combination with this Notice describes our privacy practices. When providing our Services as a Data Processor, our customers determine the categories of Personal Information we Process and the purposes of the processing. Accordingly, our customers are responsible for providing notice to individuals. Please see our customers' privacy policies for more information.

2. Data Integrity and Purpose Limitation. Any Personal Information we receive may be processed by Otter.ai for the purposes indicated in our Policy or as otherwise notified to you. We will not process Personal Information in a way that is incompatible with these purposes unless subsequently authorized by you.

We take reasonable steps to limit the collection and usage of Personal Information to that which is relevant for the purposes for which it was collected, and to ensure that such Personal Information is reliable, accurate, complete and current. Individuals are encouraged to keep their Personal Information with Otter.ai up to date and may contact Otter.ai as indicated below or in the Policy to request that their Personal Information be updated or corrected.

We will adhere to the Principles for as long as we retain the Personal Information collected under Privacy Shield.

When providing our Services as a data processor, we process and retain Personal Information as necessary to provide our Services as permitted in our agreements, or as required or permitted under applicable law.

3. Accountability for Onward Transfer of Personal Information. Otter.ai may transfer Personal Information as described in the Policy. When providing our Services as a data processor, we disclose Personal Information as provided in our agreement with customers.

We remain responsible for the processing of Personal Information received under the Privacy Shield and subsequently transferred to a third party acting as an agent if the agent Processes such Personal Information in a manner inconsistent with the Principles, unless we prove that we are not responsible for the event giving rise to the damage.



4. Security. Otter.ai takes reasonable and appropriate precautions, taking into account the risks involved in the Processing and the nature of the Personal Information, to help protect Personal Information from loss, misuse and unauthorized access, disclosure, alteration and destruction.

5. Access and Choice. If we intend to use your Personal Information for a purpose that is materially different from the purposes for which it was originally collected or subsequently authorized, or if we intend to disclose it to a third party acting as a Data Controller not previously identified, we will offer you the opportunity to opt out of such uses and/or disclosures where it involves non-sensitive information or opt in where sensitive information is involved.

Where appropriate, you have the right to access to the Personal Information we maintain about you and to correct, amend or delete that information when it is inaccurate or has been processed in violation of the Principles by sending a written request as indicated in "Contact Us" below. We will review your request in accordance with the Principles, and may limit or deny access to Personal Information as permitted by the Principles.

When providing our Services as a Data Processor, we only Process and disclose the Personal Information as specified in our agreements. Our customers control how Personal Information is disclosed to us and Processed, and how it can be modified. Accordingly, if you want to request access, or to limit use or disclosure of your Personal Information, please contact the company to whom you submitted your Personal Information and that uses our Services. If you provide us with the name of the company to whom you provided your Personal Information and who is our customer, we will refer your request to that customer and support them in responding to your request.

6. Recourse, Enforcement and Liability. We conduct an annual self-assessment of our practices regarding Personal Information intended to verify that the assertions we make about our practices are true and that such practices have been implemented as represented.

If you have any questions or concerns, we encourage you to first write to us as indicated below. We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of Personal Information in accordance with the Principles.

If an issue cannot be resolved through Otter.ai's internal dispute resolution mechanism, you may submit a complaint to <https://www.jamsadr.com/eu-us-privacy-shield>, who serves as Otter.ai's alternative dispute resolution provider, at no cost to you.

For residual complaints not fully or partially resolved by other means, you may be able to invoke binding arbitration as detailed in the Principles available [here](#).

Otter.ai is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

Changes to this Notice

This Notice may be amended consistent with the requirements of the Privacy Shield. When we update this Notice, we will also revise the "Last updated" date at the top of this document. Any changes to this Notice will become effective when we post the revised version on our website.



Contact Us

If you have any questions, concerns or complaints regarding our privacy practices, or if you'd like to exercise your choices or rights, you can contact us:

- via email at support@otter.ai (Attn: Privacy Officer)
- by mail to

Otter.ai, Inc.
Attn: Privacy Officer
800 W El Camino Real,
Suite 170,
Mountain View, CA 94040

WHY OTTER.AI

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Dated: Mar 29, 2023

Broward University
111 E Las Olas Blvd
Fort Lauderdale, Florida 33301
United States

Re: Sole Source Letter

Dear Broward University,

This letter is to inform you that **Otter.ai, Inc**, is the Sole Source provider in the U.S. of the Otter.ai voice transcription service and mobile application.

These products/services are developed by Otter.ai, Inc, and all Intellectual property is owned solely by Otter.ai, Inc.

Our products and services have unique features, characteristics, and essential capabilities required to accomplish this project. The key differentiators between Otter and others in the market are:

- **Live Transcription** – The most significant difference is Post transcription vs Live Transcription. 99.9% of competitors have post transcription, which still duplicates students' time because the user still has to manually write or type notes and only use post transcription to understand things they missed during the lecture. With Otter's Live transcription, users can instantly take notes by "highlighting" Otter's live transcription, like a user would do in a book, thereby allowing students to stay focused in class while feeling confident they have all the necessary notes once the lecture is over.
- **Upload Image** – Using Otter, the user can also upload images of the whiteboard so students can instantly give themselves more context to the conversation by uploading an image in the right spot of the conversation.
- **Automated Slide Capture** - When someone shares slides on Zoom, Google Meet, or Microsoft Teams, Otter automatically captures and inserts them into the meeting notes, providing users complete context of the content that was discussed.
- **Enable Collaboration** – Students and teachers can also use Otter for student-teacher hours.
- **Powered by Artificial Intelligence** – Otter is A.I. which will learn over time, making user instances of Otter more accurate. Otter offers the ability to upload custom vocabulary to train it to better recognize technical terms, acronyms and individual or entity specific names.
- **Frictionless Way of Recording** – By pairing students' calendars with Otter will allow our Otter Assistant to automatically join, record, and transcribe lectures without ever hitting the record button.
- **Speaker Identification** - Otter, can automatically detect and I.D. who's speaking, so the students know who's speaking when reviewing each paragraph of the transcript.



- **Supports Multiple Lecture Situations**- Otter can be used for virtual lectures and meetings that are hosted on Zoom, Microsoft Teams and Google Meet. In addition Otter can record and transcribe in person lectures and meetings.
- **Multiplatform Access**- Otter offers the student/ user the ability to access the Otter live transcript via the Otter iPhone App, Otter Android App or through any web browser by accessing otter.ai. In addition, users can record in person lectures using any of these platforms, making it easy for student to record and transcribe directly from their phone and take pictures of lecture slides and insert into the live transcript.

There is/are no other item(s) and service(s) available for purchase that would serve the same purpose or function.

If you desire additional information, don't hesitate to contact us at support@otter.ai at any time or visit our website at <https://otter.ai>. Thank you for your interest in our product(s).

Sincerely,

Dustin Crawford
Head of Sales

Address:
Otter.ai, Inc.,
800 W El Camino Real,
Suite 170
Mountain View, CA 94040





SOLE SOURCE JUSTIFICATION

FROM: Aimee Cekau Stubbs	DATE: 3/31/23
DEPARTMENT: Institutional Accessibility	SOURCE: C00791 Cares Act 2000 Institutional

Under the requirement of College Policy 6Hx2-6.34 this sole source justification is submitted in support of this request to procure referenced items without bidding due to the item(s) or service(s) being available from only the listed source. If item/service is being acquired from manufacturer/copyright holder, supporting documentation must be attached to this form.

DEFINE SOLE SOURCE ITEM(S) OR SERVICE(S):
 Otter.ai Provides transcription services and mobile applications for students with disabilities.

State the reason(s) why the item(s) or service(s) are not competitive and are available only from the source referenced above.

EXPLANATION OF SOLE SOURCE NATURE:
 Live Transcription – The most significant difference is Post transcription vs Live Transcription. 99.9% of competitors have post transcription, which still duplicates students' time because the user still has to manually write or type notes and only use post transcription to understand things they missed during the lecture. With Otter's Live transcription, users can instantly take notes by "highlighting" Otter's live transcription, like a user would do in a book, thereby allowing students to stay focused in class while feeling confident they have all the necessary notes once the lecture is over.

Sole source justifications are retained with the purchasing documentation for audit purposes and are included in any request for approval submitted to the President and/or Board of Trustees.

REQUESTING DEPARTMENT HEAD: Aimee Cekau Stubbs	SIGNATURE: Aimee Stubbs <small>Digitally signed by Aimee Stubbs Date: 2023.03.31 12:04:40 -04'00'</small>	DATE: 3/31/2023
DEAN/AVP:	SIGNATURE:	DATE:
PROVOST / VICE-PRESIDENT Donald P. Astrab	SIGNATURE: Donald Astrab <small>Digitally signed by Donald Astrab Date: 2023.03.31 14:57:13 -04'00'</small>	DATE: 3/31/2023



**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in



**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: Otter.ai, Inc

Address, City, State, and Zip Code: 800 W El Camino Real Ste 170, Mountain View, CA 94041

Phone Number: 650-887-7288

Printed Name and Title of Authorized Representative: Accounts Receivable

Email Address: ar@otter.ai

Signature of Authorized Representative: 

Date: 03/31/2023

DocuSigned by:
