

**George Mason University
Purchasing
Contract Summary Sheet**

Commodity: Post-Production Video Captioning and Transcription Services	Contract Number: GMU-1475-18-01
Vendor: 3Play Media, Inc.	Start Date: August 24, 2018
Address: 34 Farnsworth St. 4 th Floor,	End Date: August 23, 2019
City, State, Zip: Boston, MA 02210	Payment Terms: Net 30
Contact: Josh Miller	Renewals: 4 (one-year) Renewals Remain
Phone & E-Mail: 617-764-5189 x 102, josh@3playmedia.com	Fax: NA
SWAM: (yes or no) No	SWAM class: (i.e. small) NA
Contract Information: The Contractor shall provide post-production video captioning and transcription services on an as needed basis.	
See Contract and Vendor's Pricing attached below.	
Note: Contact buyer for RFP document and RFP addendums.	
Buyer: Katherine Sirotin (formerly Mullins)	Updated: 08/29/2018



Purchasing Department
 4400 University Drive, Mailstop 3C5
 Fairfax, Va. 22030
 Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing>

**STANDARD CONTRACT
 GMU-1475-18-01**

This Contract entered on this, 22nd day of August, 2018 by 3Play Media, Inc hereinafter called "Contractor" (located at 34 Farnsworth Street, 4th Floor, Boston, MA 02210) and George Mason University hereinafter called "Mason," "University".

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide Post-production Video Captioning and Transcription Services for George Mason University as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** One year from date of contract execution with four (4) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** Reference Attached Best and Final Offer, Dated August 02, 2018 "Tiered Pricing" Pricing Schedule.

Tiered Pricing

The tiered pricing below covers all VASCUPP entities. The starting price is \$1.95 per minute. After the first \$200,000 (aggregated across all VASCUPP entities) has been processed during the life of the contract, the price will automatically drop to \$1.85 per minute going forward. The price will continue to drop with each subsequent tier to \$1.65 per minute after \$1,000,000. The price will revert to the previous tier if \$100,000 is not spent in the calendar year period following a price reduction.

Note: These prices include speaker identification, ALL output formats, and use of the 3Play Plugin.

Tiered Pricing		
Annual Tiers (Rates Applied on going forward basis)	Per Minute	Per Hour
Starting Price	\$1.95	\$117
Surpass \$100,000	\$1.85	\$111
Surpass \$500,000	\$1.75	\$105
Surpass \$1,000,000	\$1.65	\$99
10 Business Day Turnaround	-\$0.15	-\$9
2 Business Day Turnaround	+\$0.40	+\$24
1 Business Day Turnaround	+\$0.90	+\$54
8 Hour Turnaround	+\$2.00	+\$120
2 Hour Turnaround	+\$5.00	+\$300
Extremely Difficult Audio* (Poor Recording, Heavy Accents, Background Noise, Many Speakers)	Included unless difficult mix exceeds 8% in a 12 month period (+\$1)	Included unless difficult mix exceeds 8% in a 12 month period (+\$60)

Spanish Captioning & Transcription		
Spanish Captioning	Per Minute	Per Hour
Pay as you go – 10 Business Day Turnaround	\$3.15	\$189
4 Business Day Turnaround	\$3.30	\$198
1 Business Day Turnaround	\$4.20	\$252
Dual- Language (English & Spanish in the same file)	\$4.30	\$258

Note: Business Days vs. Calendar Days -

The turnaround options listed above are based on business days. 3Play Media can change the turnaround to be in calendar days/hours (i.e. 10 calendar days, 4 calendar days, 48 hours, 24 hours) for an additional charge of \$0.05 per minute.

Captioning Only (Transcription Alignment)		
Automated Transcript Alignment (Captioning Only)	Per Minute	Per Hour
Pay as you go (No file minimums – prorated to the exact duration of each file)	\$0.80	\$48

Audio Description		
Audio Description	Per Minute	Per Hour
Standard Audio Description 5 Business Day Turnaround (Prorated to the run-time duration of each file)	\$7.00	\$420
Extended Audio Description 5 Business Day Turnaround (Prorated to the run-time duration of each file)	\$11.50	\$690

Translation		
Translation	Per Word	Per Minute
Standard Translation (Accurate Translation by a native speaker. Available in 31 languages)	\$0.07	\$10.50 (Estimate*)
Pro Translation (Professional Translation for formal business use. Available in 31 languages)	\$0.14	\$21 (Estimate*)

*Estimates based on 150 words/minute

Computer Generated Transcription and Captioning		
Computer Generated Captioning	Per Minute	Per Hour
Pay as you go	\$0.15	\$9

Pricing Notes:

- Price includes unlimited access to all output formats, as well as unlimited use of interactive transcripts
- Includes all upload methods through the account system
- Includes all integrations with video platforms and lecture capture systems
- Exact billing – each file is prorated to the nearest second
- Minimum charge per file is 1 minute
- Files uploaded by 8 PM Eastern Time will be ready by 8 PM on the scheduled delivery date
- Turnaround guarantees are subject to durations maximums
- 3Play Media reserves the right to refuse content they deem to be un-transcribable and will notify use of such content.

V. **CONTRACT ADMINISTRATION:** Korey Singleton, Manager, Compliance, Diversity and Ethics, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. **METHOD OF PAYMENT:** Net 30 Payment Terms.

VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**

- A. This signed form;
- B. RFP No. GMU-1475-18, in its entirety (incorporated herein by reference);
- C. Contractor's Best and Final Offer Dated August 02, 2018 (Attached)
- D. Negotiation Response dated July 19, 2018 (incorporated herein by reference).

E. Contractor's proposal dated April 11, 2018 (incorporated herein by reference);

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ 23-38.88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the "*Governing Rules*" and the *Purchasing Manual for Institutions of Higher Education and their Contractors*. Documents may be viewed at: <https://vascupp.org>.

IX. STANDARD TERMS AND CONDITIONS:

A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- I. CHANGES TO THE CONTRACT: Changes can be made to any resulting contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. George Mason University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason University within thirty (30) days from the date of receipt of the written order from George Mason University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by George Mason University or with the performance of the contract generally.
- J. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:

Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030

2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- K. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- L. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- M. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>
- N. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- O. DEBARMENT STATUS: As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- P. DEFAULT: In the case of failure to deliver goods or services in accordance with any resulting contract terms and conditions, George Mason University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason University may have.
- Q. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over

\$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

- R. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- S. FORCE MAJEURE: Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- T. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- U. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- V. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- W. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- X. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.
 - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;

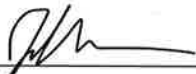
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than three million dollars (\$3,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.
- Y. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
- Z. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- AA. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his
- BB. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- CC. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- DD. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- EE. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- FF. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- GG. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however,

remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract.

Contractor may use remote labor ("Contractor Personnel") to assist in performance of the Services. "Contractor Personnel" means, collectively and singularly, each employee, consultant, agent, representative, or other individual working for or on behalf of Contractor. Contractor shall be responsible for the performance of its contractors and all Contractor Personnel and for ensuring that such contractors and Contractor Personnel comply with the terms of this Agreement. For the avoidance of doubt Contractor Personnel will not be considered subcontractors according to this Agreement.


- HH. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.
- II. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

3Play Media, Inc.



Signature
Name: Josh Miller
Title: Chief Revenue Officer
Date: 8/22/2018

George Mason University



Signature
Name: JAMES F RUSSELL
Title: DIRECTOR
Date: 8/24/18

August 2, 2018 – Best and Final Offer - RFP GMU-1475-18 - Video Captioning and Transcription Services

As previously noted, we have removed the difficulty surcharge as requested. We have also made some small adjustments to the pricing below.

We understand that it is extremely difficult to make this an apples-to-apples comparison. We have put an enormous amount of development into our systems to ensure accuracy and consistency at scale. We know that other cost-effective solutions in our industry are far behind our accuracy commitment despite what they may say. As such, we would like to submit the following articles for consideration:

"What Is 99% Accuracy, Really?" - <https://www.3playmedia.com/2018/06/06/what-is-99-accuracy-really/>

"Cielo24 Accuracy Analysis" - <https://www.3playmedia.com/cielo24-accuracy-analysis/>

Additional changes in the pricing below include:

- Note about the inclusion of speaker IDs in the pricing
- Reduction of 2 day turnaround fee
- Reduction of 1 day turnaround fee
- Reduction of alignment fee

Tiered Pricing

The tiered pricing below covers all VASCUPP entities. The starting price is \$1.95 per minute. After the first \$200,000 (aggregated across all VASCUPP entities) has been processed during the life of the contract, the price will automatically drop to \$1.85 per minute going forward. The price will continue to drop with each subsequent tier down to \$1.65 per minute after \$1,000,000. The price will revert to the previous tier if \$100,000 is not spent in calendar year period following a price reduction.

NOTE: These prices include speaker identification, ALL output formats, and use of the 3Play Plugin.

Annual Tiers <i>Rates applied on going forward basis</i>	Per Minute	Per Hour
Starting price	\$1.95	\$117
Surpass \$100,000	\$1.85	\$111
Surpass \$500,000	\$1.75	\$105
Surpass \$1,000,000	\$1.65	\$99

Additional Options	Per Minute	Per Hour
10 Business Day Turnaround <i>Discounted pricing</i>	-\$0.15 DISCOUNT	-\$9 DISCOUNT
2 Business Day Turnaround	+\$0.40	+\$24
1 Business Day Turnaround	+\$0.90	+\$54
8 Hour Turnaround	+\$2.00	+\$120
2 Hour Turnaround	+\$5	+\$300
Extremely difficult audio* <i>Poor recording, heavy accents, background noise, many speakers</i>	Included unless difficult mix exceeds 8% in a 12 month period (+\$1)	Included unless difficult mix exceeds 8% in a 12 month period (+\$60)

*Over the past two years, accounts within the VASCUPP system have processed over 500 hours of content with 3Play Media. Of that content ~4% has been deemed difficult. In order to provide the most competitive possible bid, we will remove the difficulty surcharge entirely provided that the duration weighted difficulty percentage of content remains below 8% for the trailing twelve-month period. This will give VASCUPP a significant buffer above and beyond the observed reality. In the event the difficulty percentage goes above 8% for the trailing twelve months, the difficulty surcharge would then be turned on going forward.

Spanish Captioning & Transcription

Spanish Captioning	Per Minute	Per Hour
Pay as you go - 10 Business Day Turnaround <i>Prorated to the run-time duration of each file</i>	\$3.15	\$189
4 Business Day Turnaround	\$3.30	\$198
1 Business Day Turnaround	\$4.20	\$252
Dual-Language (English & Spanish in the same file)	\$4.30	\$258

Captioning & Transcription in Other Languages

We now support 25 different languages for captioning (content spoken in other languages). Pricing various based on the language.

Business Days vs. Calendar Days

The turnaround options listed above are based on business days. We can change the turnaround to be in calendar days/hours (i.e. 10 calendar days, 4 calendar days, 48 hours, 24 hours) for an additional charge of \$0.05 per minute.

Captioning Only (Transcript Alignment)

You can upload your videos along with their transcripts and we'll synchronize the text with the media using automated speech technology. This service is available in 15 languages.

Automated Transcript Alignment (Captioning Only)	Per Minute	Per Hour
<p>Pay as you go</p> <p><i>No file minimums – prorated to the exact duration of each file</i></p>	\$0.80	\$48

Audio Description

Audio description is an accommodation for blind and low-vision viewers that narrates the critical visual information in a video to provide context, clarify speakers, and articulate visual elements. We offer standard and extended description. With the standard description service, descriptions fit into natural pauses in the video's audio track. With our extended service, the descriptions are not constrained to the natural pauses of a video. The extended service inserts pauses in the video to make room for descriptions, as needed.

Audio Description	Per Minute	Per Hour
<p>Standard Audio Description</p> <p>5 Business Day Turnaround</p> <p><i>Prorated to the run-time duration of each file</i></p>	\$7	\$420
<p>Extended Audio Description</p> <p>5 Business Day Turnaround</p> <p><i>Prorated to the run-time duration of each file</i></p>	\$11.50	\$690

Translation

Translation	Per Word	Per Minute
<p>Standard translation</p> <p><i>Accurate translation by a native speaker.</i></p> <p><i>Available in 31 languages.</i></p>	\$0.07	\$10.50 <i>Estimate*</i>
<p>Pro translation</p> <p><i>Professional translation for formal business use.</i></p> <p><i>Available in 31 languages.</i></p>	\$0.14	\$21 <i>Estimate*</i>

*Estimates based on 150 words/minute

Computer Generated Transcription and Captioning

The accuracy of computer generated transcripts depends on input conditions, such as the number of speakers, fluency and organization of speakers, acoustic environment, recording quality, and language domain. While the average accuracy across all our content is about 85%, we can achieve 95%+ accuracy with favorable conditions. **You always have the option to upgrade a file from computerized captioning to human captioning.**

Computer Generated Captioning	Per Minute	Per Hour
Pay as you go	\$0.15	\$9

Pricing Notes

- Price includes unlimited access to all output formats, as well as unlimited use of interactive transcripts
- Includes all upload methods through the account system
- Includes all integrations with video platforms and lecture capture systems
- Exact billing – each file is prorated to the nearest second
- Minimum charge per file is 1 minute
- Files uploaded by 8 PM Eastern Time will be ready by 8 PM on the scheduled delivery date
- Turnaround guarantees are subject to duration maximums.
- We reserve the right to refuse content we deem to be untranscribable and will notify user of such content