ADDENDUM

to

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This Addendum to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Agreement”) is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”) and Sinclair Community College (“College”). The parties agree to revise the Agreement by adding the following provision:

**Accessibility**

Company acknowledges and warrants that the products or services to be provided under the Agreement are currently in compliance and during the Term of the Agreement shall remain in compliance with all federal and state laws and requirements in the provision of services under the Agreement, including but not limited to the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194., and the “Web Content Accessibility Guidelines (WCAG) 2.1.”

Company agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to College at no cost. College reserves the right to request, from Company a timeline by which accessibility standards will be incorporated into the products or services to be provided under the Agreement and Company shall provide such a timeline within a commercially reasonable duration of time. Company further agrees to indemnify and hold harmless College or any College entity using Company’s products or services from any fines, penalties, expenses, or awards related to any claims, including but not limited to ADA compliance, arising out of its failure to comply with the requirements of this section. Failure to comply with these requirements shall constitute a material breach of the Agreement and shall be grounds for termination of the Agreement by College as set forth in the Agreement and a pro-rated refund of fees paid by College for the remainder of original Agreement Term.

At any time College may at its discretion test Company’s products or services covered by the Agreement to ensure compliance with Section 508 and WCAG 2.1.

These warranties will not apply if the products or services provided under the Agreement are: (i) modified or altered by Sinclair Community College in any way (other than by Company or with the specific prior written consent of Company and such modification or alteration results in non-compliance with Section 508 and WCAG 2.1; (ii) not updated with the corrections, patches, fixes, updates, improvements or enhancements that Company may make available from time to time; (iii) used in any manner or for any purpose not specifically permitted by the Agreement or the documentation.

**Sinclair Community College Company**

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Signature Signature

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Title Title

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Date Date