

University of Hawai'i Information Technology Services Site License Customer Information

University of Hawai'i Information Technology Services (ITS) has established this form to obtain basic required information on each department or person that acquires licenses and/or software through ITS Site Licensing program.

All Otter.ai licenses will be assessed a charge on an annual basis for the period of November 1st through October 31st of the following year, with the exception of first-year purchases which are prorated. All other site licenses will be assessed a charge on an annual basis for the period: July 1 through June

30 of the following year, during the first quarter of each fiscal year. Microsoft products are perpetual, one-time fees that have no annual renewal fees (only Software Assurance licenses and subscriptions are renewable at the start of UH's Microsoft Contract).

Exception to the above valid period will be made for Federal Fund Accounts Only. The billing period will be dependent on the authorized effective dates assigned to each account. Due to the federal law restrictions, federal fund accounts will be assessed their charges on a semi-annual basis after services have been received.

Date: _____ Campus: _____

Department Name: _____

Contact Name: _____ Telephone: _____

Contact Address: _____ Fax Number: _____

City, State, Zip: _____ Primary email address: _____

Check one: Faculty Staff Student UH username (required): _____

Persons authorized to pick up software in addition to the contact above:

1. _____ 2. _____

ITS USE ONLY

Date Received: _____ Requisition/PO# _____

Date Sent to Admin: _____ Check # _____
(if paid with check)

Billed or Invoiced: _____ Total Amount \$ _____

One time charge ☐ Recurring charge ☐

Circle appropriate codes:

ENDNOTE	ESRI	JMP	MATHM	MATL	MICRO	MINI
NVIVO	OTTER.AI	SAS	SPSS			

University of Hawaii Agreement Form Use of UH Otter.ai Subscription License

Each licensed user is required to sign this form.

The University of Hawai'i (UH) Information Technology Services (ITS) ("Licensee") has licensed the Otter.ai subscription service from Otter.ai ("Licensor"). By purchasing this license and using the service through ITS, you agree to be bound by the terms of this agreement form, as well as the Licensor's end user license agreement ("Agreement"). Licensor may discontinue the contract if the UH fails to comply with any of the terms and conditions of their Agreement.

This site license is in effect for a maximum period of one (1) year ending October 31 of the current UH contracted term. Accounts can be renewed annually thereafter with an existing UH contract with the Licensor. Certain exceptions may apply for departments that fall under different terms. Unless otherwise specified, (1) license is valid for only (1) user.

The AUTHORIZED USER (USER) acknowledges that the Otter.ai services are copyrighted and that the Licensor retains all title and ownership rights to the services. USER agrees they will **NOT COPY** nor permit others to utilize the services under this Agreement, in whole or in part. The account may be used only while the USER is an active member of UH. Active UH faculty, staff and students include any student taking a UH credit course and any faculty/staff currently employed by UH. Upon termination of employment or student status at UH, use of the subscription service obtained through this ITS site license program will be terminated after a two-week period. The user may download any non-protected data/content to be retained during this time; otherwise, all data will be deleted. Refunds for the remaining period will not be provided for purchases by personal funds. For purchases made via UH departmental funds, the account may be transferred to another active UH user upon request. USERS of this software on personally owned or UH owned workstations do so at their own risk. UH will not accept any responsibility or liability for any consequential damage or lost data resulting from the use of this service.

USER agrees to use the service under this agreement only on a computer which is 1) owned or leased by the UH or 2) owned by the USER; any such computer must meet the minimum security standards as required by UH policy. USER further agrees that the service must remain under their control, and that resale or other transfer is explicitly prohibited. USER agrees to use the service only for the University of Hawaii's educational requirements and NOT for commercial, time-sharing, rental, service bureau or any other outside use. USER agrees not to create, or attempt to create, or permit or help others to create, the source code from services furnished under this agreement. USER agrees that he/she will not reverse engineer or decompile any products or services.

USER agrees to be cognizant of the use of Otter.ai to transcribe/caption content that may include protected data (defined at: <https://datagov.intranet.hawaii.edu/institutional-data-classification-levels/>), such as HIPAA, FERPA or PII data. It is the responsibility of Otter.ai USER to ensure that the appropriate precautions are taken to handle protected data that may be captured when utilizing the Otter.ai service. If protected data is collected through Otter.ai, it is the responsibility of the USER to immediately remediate any data as is required by policy or law. Deletion of any protected data from the transcript saved in Otter.ai will not fully remediate the data; you must also delete the associated audio/video recording as well.

I agree to be bound by the Licensor's Agreement and the terms and conditions provided above for the duration of each valid license period. I further agree to submit the renewal payment for each proceeding contracted year to ITS in order to continue use of the site licensed subscription service. If this site license is cancelled and renewal payment is not submitted to ITS, I agree to terminate the use from all devices.

Authorized User's Signature

Date

Check
one:

FACULTY

STAFF

STUDENT

Authorized User's Name (type or print)

Authorized User's UH Email Address registered for Otter.ai

PLEASE CHECK ONE:

This is a NEW account under this UH Otter.ai Site License Program.

I currently have an existing Otter.ai subscription license under a personal email address.

I currently have an existing Otter.ai subscription license under my UH email address.