

**SOFTWARE SERVICES AGREEMENT  
BETWEEN MERGE LABS, INC.  
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 16<sup>th</sup> day of January 2025, by and between Poudre School District R-1 (the “District”) and Merge Labs, INC. (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Term of Agreement.**

1.1. This Agreement shall commence on January 16, 2025, and continue through and including December 30, 2025. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

1.4. **Termination Without Cause.** Notwithstanding the provisions of sections 1.1, 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days’ advance written notice of the termination.

**2. Deliverables and Purchase Price.**

The Contractor shall make its software available for use in the District, in accordance with the scope of work set forth in the attached Exhibit B (hereinafter the “Services”).

2.1. The pricing for all Services under this Agreement shall not exceed that as set forth in the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor’s invoice.

2.2. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order.

2.3. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

2.4. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, taxpayer identification number and bank account verification.

- 2.1.1. Contractor will provide invoices for the Services at the rate specified in 2.1. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.
- 2.1.2. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.
- 2.1.3. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 2.1.4. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.
- 2.1.5. Invoices shall be sent to ap@psdschools.org.
- 2.1.6. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.
- 2.1.7. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

2.5. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.6. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.7. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor’s IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

2.8. The District understands and agrees that its students’ access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

### **3. Definitions.**

3.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social security number, student number or biometric record; and (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.

3.2. As used in this Agreement, “education records” is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.5 below.

3.4. As used in this Agreement, “collect” is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, “de-identified confidential student records and information” is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

3.7. As used in this Agreement, “eligible student” is defined as a student who is at least 18 years of age or who is legally emancipated.

**4. Ownership of Confidential Student Records, Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

**5. Security of Confidential Student Records and Information.**

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives,

including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

## **6. Use of Confidential Student Records and Information.**

6.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and

not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

**7. School Service Contract Provider.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

**8. Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

**9. Accessibility Standards.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

9.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: <https://www.section508.gov/sell/vpat/>.

9.2. If Contractor has provided this information by the time of contract execution, it is contained in Exhibit C, hereby attached and made part of this Agreement.

**10. Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services.

9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.

9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.

9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.

9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

9.5. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

**11. Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1  
Attn: Contract Administrator  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: [contracts@psdschools.org](mailto:contracts@psdschools.org)

Merge Labs, Inc.  
Attn: Alex Mckee  
1100 NW Loop 410, Suite 700  
San Antonio, Texas 78213  
Email: [alex@mergeedu.com](mailto:alex@mergeedu.com)

**12. Insurance.** Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier

legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section twelve (12) shall not reduce the indemnification liability that Provider has assumed in section thirteen (13).

Provider shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Provider from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: [COI@psdschools.org](mailto:COI@psdschools.org).

### **Commercial General Liability**

#### Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$1,000,000
- General Aggregate \$2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

### **Technology Errors & Omissions and Network Security & Privacy**

#### Minimum Limits

- Per Loss \$1,000,000
- Aggregate \$3,000,000
- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider shall maintain continuous coverage, as required by the Agreement, for this period.

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:



- Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Provider's services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

**13. Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

**14. Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

**15. General Provisions.**

**14.1. No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

**14.2. No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

**14.3. Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

**14.4. Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.

**14.5. Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

**14.6. Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

**14.7. Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

**14.8. No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

**14.9. Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

**14.10. Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

**14.11. Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

**14.12. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

**14.13. Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

**14.14. Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

**14.15. Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

**14.16. Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

MERGE LABS, INC.

POUDRE SCHOOL DISTRICT R-1

By: Andrew Trickett  
Andrew Trickett (Jan 30, 2025 08:08 CST)

By: James Garcia  
James Garcia (Feb 5, 2025 12:42 MST)

Full Name: Andrew Trickett  
Title: Chief Financial Officer

James Garcia  
Principal

# Exhibit A



## STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado’s Student Data Transparency and Security Act [C.R.S. Section 22-16-101 et seq.] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software’s data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.
  - *Descriptions should not include wording such as “most used” or “used by X number of schools.”*
  - *Service descriptions should be detailed and free of sales language so it’s clear what’s being purchased.*
  
2. What student data is collected through use of the system?
  - *List all student data that’s collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>

3. What is the purpose of collecting student data?

4. What third parties does the company partner with who may receive student data in any format?

- *This includes storage and vendors receiving encrypted data.*

5. What is the purpose of the third-party partners?

6. Please provide:

- Current quote (if available)
  
- Tiered pricing for future purchases
  
- Name and email for contract notices
  
- Name and title of person who will sign the contract
  
- Does the system allow integration for rostering?  
 Yes  No

If the above answer is yes, how is it completed?

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

## What Student Data is collected through the use of the system?

Data Collected	General Purpose of Data Collection
Access Time	User research to improve the experience & provide technical support
Assessment Scores	Used for teacher data collection
Badges Earned	Used for teacher data collection
Browser Type	User research to improve the experience & provide technical support
Browser Version	User research to improve the experience & provide technical support
Contest Points	Used for teacher data collection
Device ID	User research to improve the experience & provide technical support
Device Type & OS	User research to improve the experience & provide technical support
Game Time Earned	Used for teacher data collection
IEP Progress Percentage	Used for teacher data collection
IEP Standards Passed	Used for teacher data collection
IP Address	User research to improve the experience & provide technical support
Lesson Questions Correct/Incorrect	Used for teacher data collection
Lesson Scores	Used for teacher data collection
Machine Model	User research to improve the experience & provide technical support
Operating System	User research to improve the experience & provide technical support
Placement test scores	Used for teacher data collection
School Address	Required to support product functionality
School Fax Number	Optional
School Leader Email Address	Optional
School Leader First & Last Name	Optional
School Leader Password	Optional
School Leader Role	Optional
School Name	Required to support product functionality
School Phone Number	Required to support product functionality
Standard Mastery Percentage	Used for teacher data collection
Standards Mastered	Used for teacher data collection
Student Answers on Lesson	Used for teacher data collection
Student First & Last Name	Required to support product functionality
Student Grade Level	Required to support product functionality
Student ID number	Optional

Student Password	Required to support product functionality
Student Username	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher First & Last Name	Required to support product functionality
Teacher Password	Required to support product functionality
Time on Lesson	Used for teacher data collection
Time Spent in Subjects	Used for teacher data collection
Time Spent on individual problems	Used for teacher data collection

**What third-parties does the vendor partner with? Who may receive Student Data in any format?**

Vendor	URL	Description
Rackspace	rackspace.com	Web hosting
Amazon AWS	aws.amazon.com	Web hosting
Wormly	wormly.com	Alerts and monitoring
Realtime	framework.realtime.com	Cloud based realtime messaging
Twilio	twilio.com	SMS messaging
Sendgrid	sendgrid.com	Email delivery
Mailchimp	mailchimp.com	Email list management
Clever	clever.com	Student rostering
Edmodo	edmodo.com	Student rostering
Oneroster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	developers.google.com/classroom	Student rostering
Salesforce	salesforce.com	CRM



# Exhibit B



Merge Labs, Inc.  
 1100 NW Loop 410, Suite 700  
 San Antonio, Texas 78213

# Quote

**Date** 9/6/2024  
**Quote Number** 090624-05  
**Payment Terms** Net 30  
**Rep** ALM

Name / Address
Poudre School District Laurel Elementary School 1000 Locust St Fort Collins, CO 80524

Item	Description	Qty	Cost	Total
MEP-LCP-01	Lab Complete Package: 1 Lab License -- One-year Subscription -- Access to all Merge EDU Platform components for 30 simultaneous users at one campus, for 12 months; 1 Assisted Setup session; 1 Remote Professional Development session -- 1 trainer to provide virtual/online training, for 90 minutes; 30 Merge Cubes + shipping within the continental USA	1	2,999.00	2,999.00
			<b>Subtotal</b>	\$2,999.00
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$2,999.00

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# Exhibit C

# Voluntary Product Accessibility Template® (VPAT®)

## International Edition

### Version 2.5

About This Document	1
Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors	3
Getting Started.....	3
Essential Requirements for Authors.....	3
Best Practices for Authors.....	6
Posting the Final Document.....	9
Table Information for VPAT® Readers.....	10
Merge EDU Accessibility Conformance Report	11

## About This Document

The VPAT is provided in four editions based on the standards/guidelines being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International, which includes all of the standards.

This is the International edition of the VPAT. It includes the following standards/guidelines:

- [Web Content Accessibility Guidelines 2.0](#)
- [Web Content Accessibility Guidelines 2.1](#)
- [Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018](#)
- [EN 301 549 Accessibility requirements for ICT products and services - V3.1.1 \(2019-11\)](#)
- [EN 301 549 Accessibility requirements for ICT products and services - V3.2.1 \(2021-03\)](#)

Note that both EN 301 549 V3.1.1 and V3.2.1 are listed in this section because the criteria are identical and the VPAT covers both standards. If you need a different

combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on [ITI Accessibility web page](#).

If you do not need to report on all these standards/guidelines, use the appropriate standard-specific VPAT edition found on the [ITI Accessibility web page](#).

This document is broken into two main sections:

- Essential Requirements and Best Practices for using the VPAT® to complete an Accessibility Conformance Report (the instructions)
- The VPAT

Please carefully review the Essential Requirements and Best Practices sections before using the VPAT to create an Accessibility Conformance Report.

The purpose of these instructions is to promote accurate and consistent reporting of product accessibility information.

The VPAT is a template used to document a product's conformance with accessibility standards and guidelines. The purpose of the Accessibility Conformance Report is to assist customers and buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology," also referred to as "Information and Communication Technology" (ICT) products and services with features that support accessibility.

The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.

# Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors

This section provides guidance for reporting product conformance for major accessibility standards and guidelines using the VPAT® to produce the Accessibility Conformance Report. Deviating from these guidelines precludes vendors from referencing the template by name and/or the VPAT acronym.

## Getting Started

1. Before creating a report, read all of the materials provided in this document.
2. Determine which accessibility standards/guidelines will be included in the product conformance report.
3. It is the vendor's responsibility to maintain the integrity of the data in the report.

## Essential Requirements for Authors

The following are the minimum requirements to produce an Accessibility Conformance Report based on the VPAT®.

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., "VPAT®"). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.
2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The final conformance report must be accessible.
3. A report must contain a minimum of one applicable Standard/Guideline or may contain any combination of the Standards/Guidelines that are applicable to the product being reported.
4. A report must contain the following content at a minimum:
  - **Report Title** – In the heading format of "[Company Name] Accessibility Conformance Report"
  - **VPAT Heading Information** – Template version
  - **Name of Product/Version** – Name of Product being reported, including product version identifier if necessary

- **Report Date** – Date of report publication. At a minimum, provide the month and year of the report publication. For example, “May 2016”. If date is included, ensure it is clear “4 May 2016” or “May 4, 2016”.
- **Product Description** – A brief description of the product
- **Contact Information** – Contact Information for follow-up questions. Listing an email is sufficient.
- **Notes** – Any details or further explanation about the product or the report. This section may be left blank.
- **Evaluation Methods Used** – Include a description of evaluation methods used to complete the VPAT for the product under test.
- **Applicable Standards/Guidelines** – A clear indication of which Standards/Guidelines this Conformance Report covers.
  - The list must include only the Standards/Guidelines used to evaluate the product.
  - A report must contain a minimum of one Standard/Guideline or any combination of the Standards.
  - The applicable Standards/Guidelines that may be included are:
    - [Web Content Accessibility Guidelines 2.0](#) or WCAG 2.0 (ISO/IEC 40500)
    - [Web Content Accessibility Guidelines 2.1](#) or WCAG 2.1
    - [Revised Section 508 standards](#) – the U.S. Federal accessibility standard for ICT Products, published by the U.S. Access Board in the Federal Register on January 18, 2017 and corrected on January 22, 2018
    - [EN 301 549 Accessibility requirements for ICT products and services - V3.1.1 \(2019-11\)](#)
    - [EN 301 549 Accessibility requirements for ICT products and services - V3.2.1 \(2021-03\)](#)
  - Note that both EN 301 549 V3.1.1 and V3.2.1 are listed in this section because the criteria are identical and the VPAT covers both standards. If you need a different combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on [ITI Accessibility web page](#).
  - If other Standards/Guidelines are reported, use the appropriate VPAT edition.

- This information can be in a table format at the top of the report with the table heading 'Standards/Guidelines' and the reported Standards/Guidelines identified. This information can alternatively be supplied in the introductory text of the report. In the VPAT we have used a table as an example and listed "(yes / no)" for each standard/guideline. To indicate what the report covers leave the appropriate yes or no on each standard/guideline.
- If multiple Standards or Guideline tables are included, each table must identify the Standard or Guideline that the criteria in that table represent.
- **Terms** – The report must list the definition of the terms used in the Conformance Level column. ITI recommends the following terms. If a vendor deviates from the ITI definitions, the vendor shall reference this change in the heading Notes section. If a term is not used it can be removed from the list. The ITI definitions are:
  - **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
  - **Partially Supports:** Some functionality of the product does not meet the criterion.
  - **Does Not Support:** The majority of product functionality does not meet the criterion.
  - **Not Applicable:** The criterion is not relevant to the product.

Note: When filling in the WCAG tables, a response may use 'Supports' where one might otherwise be inclined to use 'Not Applicable'. This is in keeping with [WCAG 2.0 Understanding Conformance](#): This means that if there is no content to which a success criterion applies, the success criterion is satisfied.

- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG 2.x Level AAA.
  - **Tables for Each Standard or Guideline** – Tables showing the responses to the criteria.
5. WCAG Conformance Information – The answers in the WCAG success criteria are based on the level of conformance being reported (Level A, AA or AAA).
- These tables are used to answer:
    - Revised Section 508:
      - Chapter 5 Software



- Chapter 6 Support Documentation
  - EN 301 549 Standard:
    - Chapter 9 Web
    - Chapter 10 Non-Web Documents
    - Chapter 11 Software
    - Chapter 12 Documentation and Support Services
  - The selected levels of WCAG 2.x Guidelines.
  - The WCAG conformance information can either be included in the provided WCAG section of the report which is cross-referenced from the EN 301 549 responses, or the WCAG information can be incorporated within the EN 304 549 section of the report. The information does not need to be duplicated.
  - If using a summary table, due to answers applying to multiple criteria, when answering for the Revised Section 508 or EN 301 549, the answers need to be clear about which individual criteria the answer applies to. It is possible to either use a summary, selecting the worst case for the criteria, or to have separate answers or even tables for software, support documentation, authoring tools, etc., so long as the methodology used is made clear.
  - If not completing a set of Standards such as Section 508 or EN 301 549, then remove the breakdown information and answer only for the WCAG criteria.
  - When reporting on WCAG 2.0 only criteria it is acceptable to remove the WCAG 2.1-specific criteria from the table. These are marked '2.1 only' within the row.
6. Remarks and Explanations – Detailed remarks should be provided in the Remarks and Explanations column to justify your answer in the Conformance Level column.
- When the conformance level is 'Partially Supports' or 'Does Not Support', the remarks should identify:
    1. The functions or features with issues
    2. How they do not fully support
  - If the criterion does not apply, explain why.
  - If an accessible alternative is used, describe it.
7. In the Section 508 tables, when subsections of criteria do not apply to the product, the section may be summarized or removed as long as an explanation is provided explaining why a criterion does not apply. Another alternative is to leave the table and add a summary why the section does not apply. For example, in

Chapter 5 the criteria in 502 and 503 will not apply to a web only application, thus those sections can be removed with a summary in the notes for the chapter, or a row in the table.

## Best Practices for Authors

ITI suggests that authors adopt the following best practices when using the VPAT® to create an Accessibility Conformance Report.

- **Branding Header:** Company logo or branding information
- **Report Date Changes:** If a report is revised, change the report date and explain the revision in the Notes section. Alternately, create a new report and explain in the Notes section that it supersedes an earlier version of the report.
- **Notes:** Add any notes applicable to product or the report
  - Additional information about the product version that the document references
  - Any revisions to the document
  - Links to any related documents
  - Additional information describing the product
  - Additional information about what the document does or does not cover
  - Information suggested by the [WCAG 2.0 Conformance Claim](#)
  - Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity
- **Evaluation Methods Used** – Information to enter may include the following:
  - Testing is based on knowledge of general product functionality (Instructional note: this would mean the tester knows how to use the common uses and flows of the product in addition to accessibility)
  - Similar to another evaluated product
  - Testing with assistive technologies
  - Published test method (provide name, publisher, URL link)
  - Vendor proprietary test method
  - Other test method
- **Remarks and Explanations:** This section may include:
  - Information regarding the testing of a given criteria.

- Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
- How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
- Known workarounds for accessibility issues.
- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.
- **Report Size:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:
  - When an entire standard is not being reported on, for example EN 301 549, there should be no references of it in the report.
  - When an entire section is not being reported on because it does not apply to the product, for example:
    - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.
    - A card reader that does not have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria does not apply.
  - When reporting on WCAG 2.0 criteria it is acceptable to remove the WCAG 2.1-specific criteria from the table. These are marked '2.1 only' within the row.
  - If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.
  - If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.
- **WCAG 2.x Tables:** The WCAG 2.x criteria are shown in three tables, Level A, Level AA, and Level AAA.
  - If desired, these tables can be combined into one table.
  - When reporting on a level (A, AA, or AAA) all criteria for that level must be answered for the particular version of WCAG that the report includes.
- **Language:** Translation to other languages is permitted.

- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.
- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.
  - It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.
  - The links to the standards/guidelines can be removed.
- **Ordering of Tables:** The order that the standards/guideline tables appear may be changed to facilitate reading. The current order is WCAG, Section 508 and EN 301 549. You can change this order if desired or incorporate the WCAG criteria into the Section 508 and EN 301 549 tables.
- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.
  - The cells in these rows do not require answers as indicated by “Heading cell – no response required.”
  - It is optional to add a response if desired.
  - The shading of the row is also optional.
  - If removing the heading rows, edit the criteria titles so it’s clear where they apply.

## Posting the Final Document

- When publishing your Accessibility Conformance Report, be sure to remove the entire first 10 pages of this document, including the table of contents, introductory information and instructions.
- Check for each required item in the VPAT® document:
  - **[Company Name] Accessibility Conformance Report** (report title)
  - **(Based on VPAT® Version 2.4Rev)**
  - **Name of Product/Version**
  - **Report Date**
  - **Product Description**
  - **Contact Information**
  - **Notes**

- **Evaluation Methods Used**
- **Applicable Standards/Guidelines**
- **Terms**
- **Tables for Each Standard or Guideline**
  - Check that there is a response for each criterion for ‘Conformance Level’ and ‘Remarks and Explanations.’
- Verify that the final document is accessible.
- Post your final document on your company’s web site, or make the document available to customers upon request.

## **Table Information for VPAT® Readers**

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or are deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

# Merge EDU Accessibility Conformance Report

## International Edition

(Based on VPAT® Version 2.4Rev)

**Name of Product/Version:**

**Report Date:**

**Product Description:**

**Contact Information:**

**Notes:**

**Evaluation Methods Used:**

**Applicable Standards/Guidelines**

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )
<a href="#">Web Content Accessibility Guidelines 2.1</a>	Level A (Yes / No )

Standard/Guideline	Included In Report
	Level AA (Yes / No ) Level AAA (Yes / No )
<a href="#">Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018</a>	(Yes / No )
<a href="#">EN 301 549 Accessibility requirements for ICT products and services - V3.1.1 (2019-11)</a> AND <a href="#">EN 301 549 Accessibility requirements for ICT products and services - V3.2.1 (2021-03)</a>	(Yes / No )

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

## WCAG 2.x Report

Tables 1 and 2 also document conformance with:

- EN 301 549: Chapter 9 - Web, Sections 10.1-10.4 of Chapter 10 - Non-Web documents, and Sections 11.1-11.4 and 11.8.2 of Chapter 11 - Non-Web Software (open and closed functionality), and Sections 12.1.2 and 12.2.4 of Chapter 12 – Documentation
- Revised Section 508: Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).



# Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p><b><u>1.1.1 Non-text Content</u></b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.1.1.1 (Web)</li> <li>● 10.1.1.1 (Non-web document)</li> <li>● 11.1.1.1.1 (Open Functionality Software)</li> <li>● 11.1.1.1.2 (Closed Functionality Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b><u>1.2.1 Audio-only and Video-only (Prerecorded)</u></b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.1.2.1 (Web)</li> <li>● 10.1.2.1 (Non-web document)</li> <li>● 11.1.2.1.1 (Open Functionality Software)</li> <li>● 11.1.2.1.2.1 and 11.1.2.1.2.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b><u>1.2.2 Captions (Prerecorded)</u></b> (Level A)</p> <p>Also applies to:</p>	<p>Web:</p> <p>Electronic Docs:</p>	<p>Web:</p> <p>Electronic Docs:</p>

Criteria	Conformance Level	Remarks and Explanations
EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.1.2.2 (Web)</li> <li>● 10.1.2.2 (Non-web document)</li> <li>● 11.1.2.2 (Open Functionality Software)</li> <li>● 11.1.2.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Software: Closed: Authoring Tool:	Software: Closed: Authoring Tool:
<u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.1.2.3 (Web)</li> <li>● 10.1.2.3 (Non-web document)</li> <li>● 11.1.2.3.1 (Open Functionality Software)</li> <li>● 11.1.2.3.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<u>1.3.1 Info and Relationships</u> (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.1.3.1 (Web)</li> <li>● 10.1.3.1 (Non-web document)</li> <li>● 11.1.3.1.1 (Open Functionality Software)</li> <li>● 11.1.3.1.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> </ul>	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>		
<p><b>1.3.2 Meaningful Sequence</b> (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.1.3.2 (Web)</li> <li>● 10.1.3.2 (Non-web document)</li> <li>● 11.1.3.2.1 (Open Functionality Software)</li> <li>● 11.1.3.2.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<p><b>1.3.3 Sensory Characteristics</b> (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.1.3.3 (Web)</li> <li>● 10.1.3.3 (Non-web document)</li> <li>● 11.1.3.3 (Open Functionality Software)</li> <li>● 11.1.3.3 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<p><b>1.4.1 Use of Color</b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.1.4.1 (Web)</li> <li>● 10.1.4.1 (Non-web document)</li> <li>● 11.1.4.1 (Open Functionality Software)</li> <li>● 11.1.4.1 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b>1.4.2 Audio Control</b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.1.4.2 (Web)</li> <li>● 10.1.4.2 (Non-web document)</li> <li>● 11.1.4.2 (Open Functionality Software)</li> <li>● 11.1.4.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b>2.1.1 Keyboard</b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.2.1.1 (Web)</li> <li>● 10.2.1.1 (Non-web document)</li> <li>● 11.2.1.1.1 (Open Functionality Software)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed: See information in 5.1.3.1 through 5.1.3.16</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed: See information in 5.1.3.1 through 5.1.3.16</p> <p>Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>● 11.2.1.1.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>		
<p><a href="#">2.1.2 No Keyboard Trap</a> (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.2.1.2 (Web)</li> <li>● 10.2.1.2 (Non-web document)</li> <li>● 11.2.1.2 (Open Functionality Software)</li> <li>● 11.2.1.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<p><a href="#">2.1.4 Character Key Shortcuts</a> (Level A 2.1 only)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.2.1.4 (Web)</li> <li>● 10.2.1.4 (Non-web document)</li> <li>● 11.2.1.4.1 (Open Functionality Software)</li> <li>● 11.2.1.4.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 – Does not apply	Web: Electronic Docs: Software: Closed: See information in 5.1.3.1 through 5.1.3.16 Authoring Tool:	Web: Electronic Docs: Software: Closed: See information in 5.1.3.1 through 5.1.3.16 Authoring Tool:
<p><a href="#">2.2.1 Timing Adjustable</a> (Level A)</p>	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
<p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.2.2.1 (Web)</li> <li>● 10.2.2.1 (Non-web document)</li> <li>● 11.2.2.1 (Open Functionality Software)</li> <li>● 11.2.2.1 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	<p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b><u>2.2.2 Pause, Stop, Hide</u></b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.2.2.2 (Web)</li> <li>● 10.2.2.2 (Non-web document)</li> <li>● 11.2.2.2 (Open Functionality Software)</li> <li>● 11.2.2.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b><u>2.3.1 Three Flashes or Below Threshold</u></b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.2.3.1 (Web)</li> <li>● 10.2.3.1 (Non-web document)</li> <li>● 11.2.3.1 (Open Functionality Software)</li> <li>● 11.2.3.1 (Closed Software)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>		
<p><b>2.4.1 Bypass Blocks</b> (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.2.4.1 (Web)</li> <li>● 10.2.4.1 (Non-web document) – Does not apply</li> <li>● 11.2.4.1 (Open Functionality Software) – Does not apply</li> <li>● 11.2.4.1 (Closed Software) – Does not apply</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software) – Does not apply to non-web software</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
<p><b>2.4.2 Page Titled</b> (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.2.4.2 (Web)</li> <li>● 10.2.4.2 (Non-web document)</li> <li>● 11.2.4.2 (Open Functionality Software) - Does not apply</li> <li>● 11.2.4.2 (Closed Software) – Does not apply</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> </ul>	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>602.3 (Support Docs)</li> </ul>		
<p><b>2.4.3 Focus Order</b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>9.2.4.3 (Web)</li> <li>10.2.4.3 (Non-web document)</li> <li>11.2.4.3 (Open Functionality Software)</li> <li>11.2.4.3 (Closed Software)</li> <li>11.8.2 (Authoring Tool)</li> <li>12.1.2 (Product Docs)</li> <li>12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b>2.4.4 Link Purpose (In Context)</b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>9.2.4.4 (Web)</li> <li>10.2.4.4 (Non-web document)</li> <li>11.2.4.4 (Open Functionality Software)</li> <li>11.2.4.4 (Closed Software)</li> <li>11.8.2 (Authoring Tool)</li> <li>12.1.2 (Product Docs)</li> <li>12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b>2.5.1 Pointer Gestures</b> (Level A 2.1 only)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>9.2.5.1 (Web)</li> <li>10.2.5.1 (Non-web document)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>



Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>● 11.2.5.1 (Open Functionality Software)</li> <li>● 11.2.5.1 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 – Does not apply		
<p><b>2.5.2 Pointer Cancellation</b> (Level A 2.1 only)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.2.5.2 (Web)</li> <li>● 10.2.5.2 (Non-web document)</li> <li>● 11.2.5.2 (Open Functionality Software)</li> <li>● 11.2.5.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 – Does not apply	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<p><b>2.5.3 Label in Name</b> (Level A 2.1 only)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.2.5.3 (Web)</li> <li>● 10.2.5.3 (Non-web document)</li> <li>● 11.2.5.3.1 (Open Functionality Software)</li> <li>● 11.2.5.3.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 – Does not apply	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<p><b>2.5.4 Motion Actuation</b> (Level A 2.1 only)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.2.5.4 (Web)</li> <li>● 10.2.5.4 (Non-web document)</li> <li>● 11.2.5.4 (Open Functionality Software)</li> </ul>	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>● 11.2.5.4 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 – Does not apply		
<b>3.1.1 Language of Page</b> (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.3.1.1 (Web)</li> <li>● 10.3.1.1 (Non-web document)</li> <li>● 11.3.1.1.1 (Open Functionality Software)</li> <li>● 11.3.1.1.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<b>3.2.1 On Focus</b> (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.3.2.1 (Web)</li> <li>● 10.3.2.1 (Non-web document)</li> <li>● 11.3.2.1 (Open Functionality Software)</li> <li>● 11.3.2.1 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<b>3.2.2 On Input</b> (Level A)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
<p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.3.2.2 (Web)</li> <li>● 10.3.2.2 (Non-web document)</li> <li>● 11.3.2.2 (Open Functionality Software)</li> <li>● 11.3.2.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	<p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b>3.3.1 Error Identification</b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.3.3.1 (Web)</li> <li>● 10.3.3.1 (Non-web document)</li> <li>● 11.3.3.1.1 (Open Functionality Software)</li> <li>● 11.3.3.1.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b>3.3.2 Labels or Instructions</b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.3.3.2 (Web)</li> <li>● 10.3.3.2 (Non-web document)</li> <li>● 11.3.3.2 (Open Functionality Software)</li> <li>● 11.3.3.2 (Closed Software)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>		
<p><b>4.1.1 Parsing</b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.4.1.1 (Web)</li> <li>● 10.4.1.1 (Non-web document)</li> <li>● 11.4.1.1.1 (Open Functionality Software)</li> <li>● 11.4.1.1.2 (Closed Software) – Does not apply</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<p><b>4.1.2 Name, Role, Value</b> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.4.1.2 (Web)</li> <li>● 10.4.1.2 (Non-web document)</li> <li>● 11.4.1.2.1 (Open Functionality Software)</li> <li>● 11.4.1.2.2 (Closed Software) – Does not apply</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> </ul>	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>602.3 (Support Docs)</li> </ul>		

**Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p><b>1.2.4 Captions (Live)</b> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>9.1.2.4 (Web)</li> <li>10.1.2.4 (Non-web document)</li> <li>11.1.2.4 (Open Functionality Software)</li> <li>11.1.2.4 (Closed Software)</li> <li>11.8.2 (Authoring Tool)</li> <li>12.1.2 (Product Docs)</li> <li>12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b>1.2.5 Audio Description (Prerecorded)</b> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>9.1.2.5 (Web)</li> <li>10.1.2.5 (Non-web document)</li> <li>11.1.2.5 (Open Functionality Software)</li> <li>11.1.2.5 (Closed Software)</li> <li>11.8.2 (Authoring Tool)</li> <li>12.1.2 (Product Docs)</li> <li>12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>		
<p><b>1.3.4 Orientation</b> (Level AA 2.1 only)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.1.3.4 (Web)</li> <li>● 10.1.3.4 (Non-web document)</li> <li>● 11.1.3.4 (Open Functionality Software)</li> <li>● 11.1.3.4 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508 – Does not apply</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b>1.3.5 Identify Input Purpose</b> (Level AA 2.1 only)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.1.3.5 (Web)</li> <li>● 10.1.3.5 (Non-web document)</li> <li>● 11.1.3.5.1 (Open Functionality Software)</li> <li>● 11.1.3.5.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508 – Does not apply</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b>1.4.3 Contrast (Minimum)</b> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.1.4.3 (Web)</li> <li>● 10.1.4.3 (Non-web document)</li> <li>● 11.1.4.3 (Open Functionality Software)</li> <li>● 11.1.4.3 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>		
<b>1.4.4 Resize text</b> (Level AA) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.1.4.4 (Web)</li> <li>● 10.1.4.4 (Non-web document)</li> <li>● 11.1.4.4.1 (Open Functionality Software)</li> <li>● 11.1.4.4.2 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<b>1.4.5 Images of Text</b> (Level AA) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.1.4.5 (Web)</li> <li>● 10.1.4.5 (Non-web document)</li> <li>● 11.1.4.5.1 (Open Functionality Software)</li> <li>● 11.1.4.5.2 (Closed Software) – Does not apply</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<b>1.4.10 Reflow</b> (Level AA 2.1 only) Also applies to:	Web: Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.1.4.10 (Web)</li> <li>● 10.1.4.10 (Non-web document)</li> <li>● 11.1.4.10 (Open Functionality Software)</li> <li>● 11.1.4.10 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 – Does not apply	Software: Closed: Authoring Tool:	Software: Closed: Authoring Tool:
<b><u>1.4.11 Non-text Contrast</u></b> (Level AA 2.1 only) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.1.4.11 (Web)</li> <li>● 10.1.4.11 (Non-web document)</li> <li>● 11.1.4.11 (Open Functionality Software)</li> <li>● 11.1.4.11 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 – Does not apply	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<b><u>1.4.12 Text Spacing</u></b> (Level AA 2.1 only) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.1.4.12 (Web)</li> <li>● 10.1.4.12 (Non-web document)</li> <li>● 11.1.4.12 (Open Functionality Software)</li> <li>● 11.1.4.12 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 – Does not apply	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<b><u>1.4.13 Content on Hover or Focus</u></b> (Level AA 2.1 only) Also applies to: EN 301 549 Criteria	Web: Electronic Docs: Software:	Web: Electronic Docs: Software:



Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>● 9.1.4.13 (Web)</li> <li>● 10.1.4.13 (Non-web document)</li> <li>● 11.1.4.13 (Open Functionality Software)</li> <li>● 11.1.4.13 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508 – Does not apply</p>	<p>Closed: Authoring Tool:</p>	<p>Closed: Authoring Tool:</p>
<p><b>2.4.5 Multiple Ways</b> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.2.4.5 (Web)</li> <li>● 10.2.4.5 (Non-web document) – Does not apply</li> <li>● 11.2.4.5 (Open Functionality Software) – Does not apply</li> <li>● 11.2.4.5 (Closed Software) – Does not apply</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software) – Does not apply to non-web software</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	<p>Web: Electronic Docs: Authoring Tool:</p>	<p>Web: Electronic Docs: Authoring Tool:</p>
<p><b>2.4.6 Headings and Labels</b> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.2.4.6 (Web)</li> <li>● 10.2.4.6 (Non-web document)</li> <li>● 11.2.4.6 (Open Functionality Software)</li> <li>● 11.2.4.6 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> </ul>	<p>Web: Electronic Docs: Software: Closed: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Closed: Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>		
<p><b>2.4.7 Focus Visible</b> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.2.4.7 (Web)</li> <li>● 10.2.4.7 (Non-web document)</li> <li>● 11.2.4.7 (Open Functionality Software)</li> <li>● 11.2.4.7 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>
<p><b>3.1.2 Language of Parts</b> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.3.1.2 (Web)</li> <li>● 10.3.1.2 (Non-web document)</li> <li>● 11.3.1.2 (Open Functionality Software) – Does not apply</li> <li>● 11.3.1.2 (Closed Software) – Does not apply</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Authoring Tool:</p>
<p><b>3.2.3 Consistent Navigation</b> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.3.2.3 (Web)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> <li>● 10.3.2.3 (Non-web document) – Does not apply</li> <li>● 11.3.2.3 (Open Functionality Software) – Does not apply</li> <li>● 11.3.2.3 (Closed Software) – Does not apply</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software) – Does not apply to non-web software</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>		
<p><b>3.2.4 Consistent Identification</b> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.3.2.4 (Web)</li> <li>● 10.3.2.4 (Non-web document) – Does not apply</li> <li>● 11.3.2.4 (Open Functionality Software) – Does not apply</li> <li>● 11.3.2.4 (Closed Software) – Does not apply</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>● 501 (Web)(Software) – Does not apply to non-web software</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs) – Does not apply to non-web docs</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Authoring Tool:</p>
<p><b>3.3.3 Error Suggestion</b> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>● 9.3.3.3 (Web)</li> <li>● 10.3.3.3 (Non-web document)</li> <li>● 11.3.3.3 (Open Functionality Software)</li> <li>● 11.3.3.3 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>	<p>Web:</p> <p>Electronic Docs:</p> <p>Software:</p> <p>Closed:</p> <p>Authoring Tool:</p>

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>		
<b>3.3.4 Error Prevention (Legal, Financial, Data)</b> (Level AA) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.3.3.4 (Web)</li> <li>● 10.3.3.4 (Non-web document)</li> <li>● 11.3.3.4 (Open Functionality Software)</li> <li>● 11.3.3.4 (Closed Software)</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 <ul style="list-style-type: none"> <li>● 501 (Web)(Software)</li> <li>● 504.2 (Authoring Tool)</li> <li>● 602.3 (Support Docs)</li> </ul>	Web: Electronic Docs: Software: Closed: Authoring Tool:	Web: Electronic Docs: Software: Closed: Authoring Tool:
<b>4.1.3 Status Messages</b> (Level AA 2.1 only) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> <li>● 9.4.1.3 (Web)</li> <li>● 10.4.1.3 (Non-web document)</li> <li>● 11.4.1.3 (Open Functionality Software)</li> <li>● 11.4.1.3 (Closed Software) – Does not apply</li> <li>● 11.8.2 (Authoring Tool)</li> <li>● 12.1.2 (Product Docs)</li> <li>● 12.2.4 (Support Docs)</li> </ul> Revised Section 508 – Does not apply	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:

**Table 3: Success Criteria, Level AAA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b><a href="#">1.2.6 Sign Language (Prerecorded)</a></b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b><a href="#">1.2.7 Extended Audio Description (Prerecorded)</a></b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b><a href="#">1.2.8 Media Alternative (Prerecorded)</a></b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b><a href="#">1.2.9 Audio-only (Live)</a></b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b><a href="#">1.3.6 Identify Purpose</a></b> (Level AAA 2.1 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b><a href="#">1.4.6 Contrast (Enhanced)</a></b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b><a href="#">1.4.7 Low or No Background Audio</a></b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b><a href="#">1.4.8 Visual Presentation</a></b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b><a href="#">1.4.9 Images of Text (No Exception)</a></b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b><a href="#">2.1.3 Keyboard (No Exception)</a></b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b><a href="#">2.2.3 No Timing</a></b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">2.2.4 Interruptions</a> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<a href="#">2.2.5 Re-authenticating</a> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<a href="#">2.2.6 Timeouts</a> (Level AAA 2.1 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<a href="#">2.3.2 Three Flashes</a> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<a href="#">2.3.3 Animation from Interactions</a> (Level AAA 2.1 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<a href="#">2.4.8 Location</a> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<a href="#">2.4.9 Link Purpose (Link Only)</a> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<a href="#">2.4.10 Section Headings</a> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<a href="#">2.5.5 Target Size</a> (Level AAA 2.1 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<a href="#">2.5.6 Concurrent Input Mechanisms</a> (Level AAA 2.1 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<a href="#">3.1.3 Unusual Words</a> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
<b>3.1.4 Abbreviations</b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b>3.1.5 Reading Level</b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b>3.1.6 Pronunciation</b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b>3.2.5 Change on Request</b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b>3.3.5 Help</b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:
<b>3.3.6 Error Prevention (All)</b> (Level AAA) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Web:	Web:

# Revised Section 508 Report

Notes:

## Chapter 3: [Functional Performance Criteria \(FPC\)](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision		
302.2 With Limited Vision		
302.3 Without Perception of Color		
302.4 Without Hearing		
302.5 With Limited Hearing		
302.6 Without Speech		
302.7 With Limited Manipulation		
302.8 With Limited Reach and Strength		
302.9 With Limited Language, Cognitive, and Learning Abilities		

## Chapter 4: [Hardware](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">402 Closed Functionality</a>	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen		
402.2.2 Transactional Outputs		
402.2.3 Speech Delivery Type and Coordination		
402.2.4 User Control		
402.2.5 Braille Instructions		
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening		



<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
402.3.2 Non-private Listening		
402.4 Characters on Display Screens		
402.5 Characters on Variable Message Signs		
<b><u>403 Biometrics</u></b>	Heading cell – no response required	Heading cell – no response required
403.1 General		
<b><u>404 Preservation of Information Provided for Accessibility</u></b>	Heading cell – no response required	Heading cell – no response required
404.1 General		
<b><u>405 Privacy</u></b>	Heading cell – no response required	Heading cell – no response required
405.1 General		
<b><u>406 Standard Connections</u></b>	Heading cell – no response required	Heading cell – no response required
406.1 General		
<b><u>407 Operable Parts</u></b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast		
<b><u>407.3 Input Controls</u></b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible		
407.3.2 Alphabetic Keys		
407.3.3 Numeric Keys		
407.4 Key Repeat		
407.5 Timed Response		
407.6 Operation		
407.7 Tickets, Fare Cards, and Keycards		
<b><u>407.8 Reach Height and Depth</u></b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane		
407.8.1.1 Vertical Plane for Side Reach		
407.8.1.2 Vertical Plane for Forward Reach		
407.8.2 Side Reach		
407.8.2.1 Unobstructed Side Reach		
407.8.2.2 Obstructed Side Reach		
407.8.3 Forward Reach		
407.8.3.1 Unobstructed Forward Reach		
407.8.3.2 Obstructed Forward Reach		
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach		

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach		
<b><u>408 Display Screens</u></b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility		
408.3 Flashing		
<b><u>409 Status Indicators</u></b>	Heading cell – no response required	Heading cell – no response required
409.1 General		
<b><u>410 Color Coding</u></b>	Heading cell – no response required	Heading cell – no response required
410.1 General		
<b><u>411 Audible Signals</u></b>	Heading cell – no response required	Heading cell – no response required
411.1 General		
<b><u>412 ICT with Two-Way Voice Communication</u></b>	Heading cell – no response required	Heading cell – no response required
<b><u>412.2 Volume Gain</u></b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones		
412.2.2 Volume Gain for Non-Wireline ICT		
<b><u>412.3 Interference Reduction and Magnetic Coupling</u></b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets		
412.3.2 Wireline Handsets		
412.4 Digital Encoding of Speech		
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID		
412.7 Video Communication		
<b><u>412.8 Legacy TTY Support</u></b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability		
412.8.2 Voice and Hearing Carry Over		
412.8.3 Signal Compatibility		
412.8.4 Voice Mail and Other Messaging Systems		
<b><u>413 Closed Caption Processing Technologies</u></b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions		
413.1.2 Pass-Through of Closed Caption Data		
<b><u>414 Audio Description Processing Technologies</u></b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners		
414.1.2 Other ICT		

Criteria	Conformance Level	Remarks and Explanations
<b><u><a href="#">415 User Controls for Captions and Audio Descriptions</a></u></b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls		
415.1.2 Audio Description Controls		

## Chapter 5: [Software](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See <u><a href="#">WCAG 2.x</a></u> section	See information in WCAG 2.x section
<b><u><a href="#">502 Interoperability with Assistive Technology</a></u></b>	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features		
502.2.2 No Disruption of Accessibility Features		
<b><u><a href="#">502.3 Accessibility Services</a></u></b>	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information		
502.3.2 Modification of Object Information		
502.3.3 Row, Column, and Headers		
502.3.4 Values		
502.3.5 Modification of Values		
502.3.6 Label Relationships		
502.3.7 Hierarchical Relationships		
502.3.8 Text		
502.3.9 Modification of Text		
502.3.10 List of Actions		
502.3.11 Actions on Objects		
502.3.12 Focus Cursor		
502.3.13 Modification of Focus Cursor		
502.3.14 Event Notification		
502.4 Platform Accessibility Features		
<b><u><a href="#">503 Applications</a></u></b>	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences		
503.3 Alternative User Interfaces		
<b><u><a href="#">503.4 User Controls for Captions and Audio Description</a></u></b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
503.4.1 Caption Controls		
503.4.2 Audio Description Controls		
<b><u>504 Authoring Tools</u></b>	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion		
504.2.2 PDF Export		
504.3 Prompts		
504.4 Templates		

## Chapter 6: [Support Documentation and Services](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b><u>601.1 Scope</u></b>	Heading cell – no response required	Heading cell – no response required
<b><u>602 Support Documentation</u></b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features		
602.3 Electronic Support Documentation	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section
602.4 Alternate Formats for Non-Electronic Support Documentation		
<b><u>603 Support Services</u></b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features		
603.3 Accommodation of Communication Needs		

# EN 301 549 Report

Notes:

## Chapter 4: [Functional Performance Statements \(FPS\)](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
4.2.1 Usage without vision		
4.2.2 Usage with limited vision		
4.2.3 Usage without perception of colour		
4.2.4 Usage without hearing		
4.2.5 Usage with limited hearing		
4.2.6 Usage with no or limited vocal capability		
4.2.7 Usage with limited manipulation or strength		
4.2.8 Usage with limited reach		
4.2.9 Minimize photosensitive seizure triggers		
4.2.10 Usage with limited cognition, language or learning		
4.2.11 Privacy		

## Chapter 5: [Generic Requirements](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b>5.1 Closed functionality</b>	Heading cell – no response required	Heading cell – no response required
<b>5.1.2 General</b>	Heading cell – no response required	Heading cell – no response required
<b>5.1.2.1 Closed functionality</b>	See 5.2 through 13	See information in 5.2 through 13
<b>5.1.2.2 Assistive technology</b>	See 5.1.3 through 5.1.6	See information in 5.1.3 through 5.1.6
<b>5.1.3 Non-visual access</b>	Heading cell – no response required	Heading cell – no response required
5.1.3.1 Audio output of visual information		

Criteria	Conformance Level	Remarks and Explanations
5.1.3.2 Auditory output delivery including speech		
5.1.3.3 Auditory output correlation		
5.1.3.4 Speech output user control		
5.1.3.5 Speech output automatic interruption		
5.1.3.6 Speech output for non-text content		
5.1.3.7 Speech output for video information		
5.1.3.8 Masked entry		
5.1.3.9 Private access to personal data		
5.1.3.10 Non-interfering audio output		
5.1.3.11 Private listening volume		
5.1.3.12 Speaker volume		
5.1.3.13 Volume reset		
5.1.3.14 Spoken languages		
5.1.3.15 Non-visual error identification		
5.1.3.16 Receipts, tickets, and transactional outputs		
5.1.4 Functionality closed to text enlargement		
5.1.5 Visual output for auditory information		
<b>5.1.6 Operation without keyboard interface</b>	Heading cell – no response required	Heading cell – no response required
<b>5.1.6.1 Closed functionality</b>	See 5.1.3.1 through 5.1.3.16	See information in 5.1.3.1 through 5.1.3.16
5.1.6.2 Input focus		
5.1.7 Access without speech		
5.2 Activation of accessibility features		
5.3 Biometrics		
5.4 Preservation of accessibility information during conversion		
<b>5.5 Operable parts</b>	Heading cell – no response required	Heading cell – no response required
5.5.1 Means of operation		
5.5.2 Operable parts discernibility		
<b>5.6 Locking or toggle controls</b>	Heading cell – no response required	Heading cell – no response required
5.6.1 Tactile or auditory status		

Criteria	Conformance Level	Remarks and Explanations
5.6.2 Visual status		
5.7 Key repeat		
5.8 Double-strike key acceptance		
5.9 Simultaneous user actions		

## Chapter 6: [ICT with Two-Way Voice Communication](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
6.1 Audio bandwidth for speech		
<b>6.2 Real-time text (RTT) functionality</b>	Heading cell – no response required	Heading cell – no response required
6.2.1.1 RTT communication		
6.2.1.2 Concurrent voice and text		
6.2.2.1 Visually distinguishable display		
6.2.2.2 Programmatically determinable send and receive direction		
6.2.2.3 Speaker identification		
6.2.2.4 Visual indicator of Audio with RTT		
6.2.3 Interoperability		
6.2.4 RTT responsiveness		
6.3 Caller ID		
6.4 Alternatives to voice-based services		
<b>6.5 Video communication</b>	Heading cell – no response required	Heading cell – no response required
<b>6.5.1 General (informative)</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
6.5.2 Resolution		
6.5.3 Frame rate		
6.5.4 Synchronization between audio and video		
6.5.5 Visual indicator of audio with video		
6.5.6 Speaker identification with video (sign language) communication		
<b>6.6 Alternatives to video-based services (advisory only)</b>	Advisory – no response required	Advisory – no response required

## Chapter 7: [ICT with Video Capabilities](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b>7.1 Caption processing technology</b>	Heading cell – no response required	Heading cell – no response required
7.1.1 Captioning playback		
7.1.2 Captioning synchronization		
7.1.3 Preservation of captioning		
7.1.4 Captions characteristics		
7.1.5 Spoken subtitles		
7.2.1 Audio description playback		
7.2.2 Audio description synchronization		
7.2.3 Preservation of audio description		



Criteria	Conformance Level	Remarks and Explanations
7.3 User controls for captions and audio description		

## Chapter 8: Hardware

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b>8.1.1 Generic requirements</b>	Heading cell – no response required	Heading cell – no response required
8.1.2 Standard connections		
8.1.3 Colour		
<b>8.2 Hardware products with speech output</b>	Heading cell – no response required	Heading cell – no response required
8.2.1.1 Speech volume range		
8.2.1.2 Incremental volume control		
8.2.2.1 Fixed-line devices		
8.2.2.2 Wireless communication devices		
<b>8.3 Stationary ICT</b>	Heading cell – no response required	Heading cell – no response required
8.3.2.1 Unobstructed high forward reach		
8.3.2.2 Unobstructed low forward reach		
8.3.2.3.1 Clear space		
8.3.2.3.2 Obstructed (< 510 mm) forward reach		
8.3.2.3.3 Obstructed (< 635 mm) forward reach		
8.3.2.4 Knee and toe clearance width		

Criteria	Conformance Level	Remarks and Explanations
8.3.2.5 Toe clearance		
8.3.2.6 Knee clearance		
8.3.3.1 Unobstructed high side reach		
8.3.3.2 Unobstructed low side reach		
8.3.3.3.1 Obstructed ( $\leq 255$ mm) side reach		
8.3.3.3.2 Obstructed ( $\leq 610$ mm) side reach		
8.3.4.1 Change in level		
8.3.4.2 Clear floor or ground space		
8.3.4.3.2 Forward approach		
8.3.4.3.3 Parallel approach		
8.3.5 Visibility		
8.3.6 Installation instructions		
<b>8.4 Mechanically Operable parts</b>	Heading cell – no response required	Heading cell – no response required
8.4.1 Numeric keys		
8.4.2.1 Means of operation of mechanical parts		
8.4.2.2 Force of operation of mechanical parts		
8.4.3 Keys, tickets and fare cards		
8.5 Tactile indication of speech mode		

## Chapter 9: Web (see [WCAG 2.x section](#))

Notes:

## Chapter 10: Non-Web Documents

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b>10.0 General (informative)</b>	Heading cell – no response required	Heading cell – no response required
10.1.1.1 through 10.4.1.3	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section
10.5 Caption positioning		
10.6 Audio description timing		

## Chapter 11: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b>11.0 General (informative)</b>	Heading cell – no response required	Heading cell – no response required
11.1.1.1 through 11.4.1.3	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section
<b>11.5 Interoperability with assistive technology</b>	Heading cell – no response required	Heading cell – no response required
<b>11.5.1 Closed functionality</b>	Heading cell – no response required	Heading cell – no response required
<b>11.5.2 Accessibility services</b>	Heading cell – no response required	Heading cell – no response required
11.5.2.1 Platform accessibility service support for software that provides a user interface	See 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17
11.5.2.2 Platform accessibility service support for assistive technologies	See 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17
11.5.2.3 Use of accessibility services	See information in 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17
11.5.2.4 Assistive technology		
11.5.2.5 Object information		
11.5.2.6 Row, column, and headers		

Criteria	Conformance Level	Remarks and Explanations
11.5.2.7 Values		
11.5.2.8 Label relationships		
11.5.2.9 Parent-child relationships		
11.5.2.10 Text		
11.5.2.11 List of available actions		
11.5.2.12 Execution of available actions		
11.5.2.13 Tracking of focus and selection attributes		
11.5.2.14 Modification of focus and selection attributes		
11.5.2.15 Change notification		
11.5.2.16 Modifications of states and properties		
11.5.2.17 Modifications of values and text		
<b>11.6 Documented accessibility usage</b>	Heading cell – no response required	Heading cell – no response required
11.6.1 User control of accessibility features		
11.6.2 No disruption of accessibility features		
11.7 User preferences		
<b>11.8 Authoring tools</b>	Heading cell – no response required	Heading cell – no response required
<b>11.8.1 Content technology</b>	Heading cell – no response required	Heading cell – no response required
11.8.2 Accessible content creation	See <a href="#">WCAG 2.x</a> section (If not authoring tool, enter “Not Applicable”)	See information in WCAG 2.x section
11.8.3 Preservation of accessibility information in transformations		
11.8.4 Repair assistance		
11.8.5 Templates		

## Chapter [12: Documentation and Support Services](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b>12.1 Product documentation</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
12.1.1 Accessibility and compatibility features		
12.1.2 Accessible documentation	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section
<b>12.2 Support Services</b>	Heading cell – no response required	Heading cell – no response required
12.2.2 Information on accessibility and compatibility features		
12.2.3 Effective communication		
12.2.4 Accessible documentation	See <a href="#">WCAG 2.x</a> section	See information in WCAG 2.x section

## Chapter [13: ICT Providing Relay or Emergency Service Access](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<b>13.1 Relay services requirements</b>	Heading cell – no response required	Heading cell – no response required
13.1.2 Text relay services		
13.1.3 Sign relay services		
13.1.4 Lip-reading relay services		
13.1.5 Captioned telephony services		
13.1.6 Speech to speech relay services		
13.2 Access to relay services		
13.3 Access to emergency services		

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