



**Quote**

Quote must be attached to Purchase Order  
F.O.B Shipping Point

To: Boone County Schools - KY

Address: 8330 US Highway 42  
Florence, Kentucky 41042

ATTN: Randy Deaton

Date: May 28, 2021  
Valid Until: August 11, 2021

Texthelp Inc.  
500 Unicorn Park Dr. Floor 4  
Woburn, MA 01801

Phone: 888-248-0652  
Fax: 866-248-0652  
Email: u.s.info@texthelp.com

Fed Tax ID# 06-1622277

Texthelp Contacts:  
Marc Callahan  
Rebecca McCarron  
r.mccarron@texthelp.com

Quantity	Item	Type of License/Training	License Description:	Additional Information	Unit Price	Extended Price
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Sub Total	\$36,000.00
Sub Total before tax	\$36,000.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$36,000.00</b>

Note: Credit card payments will only be accepted for purchases of \$1000 or less, no credit card fees will be assessed.  
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Quotation Prepared by:

Rebecca McCarron

Quotation Approved by:

Danielle Edmondson

Texthelp Representative Signature:

Customer Representative Signature:

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**SCHEDULE 1**

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**SCHEDULE 2**

**(CONTROLLER TO CONTROLLER)  
SET II**

**Standard Contractual Clauses for the transfer of personal data from the European Economic Community to third countries (controller to controller transfers)**

Data transfer agreement  
between  
The Licensee hereinafter **“data exporter”**  
and  
The Licensor hereinafter **“data importer”**  
each a **“party”**; together **“the parties”**.

**Definitions**

For the purposes of the clauses:

1. “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
  - b) “the data exporter” shall mean the controller who transfers the personal data;
  - c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
  - d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

#### **I. Obligations of the data exporter**

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

#### **II. Obligations of the data importer**

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under

- these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
  - e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
  - f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
  - g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
  - h) It will process the personal data, at its option, in accordance with:
    - 1. the data protection laws of the country in which the data exporter is established, or
    - 2. the relevant provisions<sup>[1]</sup> of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data<sup>[2]</sup>, or
    - 3. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: **Option (1)**

- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
  - 1. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
  - 2. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
  - 3. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
  - 4. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

### **III. Liability and third party rights**

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party

rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

#### **IV. Law applicable to the clauses**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

#### **V. Resolution of disputes with data subjects or the authority**

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

#### **VI. Termination**

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
  - 1. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
  - 2. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
  - 3. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
  - 4. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
  - 5. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

#### **VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

### **ANNEX A**

#### **DATA PROCESSING PRINCIPLES**

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated.

Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
  - a)
    - i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
    - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

- b) where otherwise provided by the law of the data exporter.

**ANNEX B**  
**DESCRIPTION OF THE TRANSFER**  
(To be completed by the parties)

**Data subjects**

The personal data transferred concern the following categories of data subjects:

.....  
.....Customers.....  
..... End-  
users.....  
.....

**Purposes of the transfer(s)**

The transfer is made for the following purposes:  
To enable access to the relevant software products

**Categories of data**

The personal data transferred concern the following categories of data:

*Customers:* Name, email address, job title (for Education/Corporate sales), physical address, phone number

*End-Users:* Login ID (usually an Email address)

**Recipients**

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Texthelp Ltd

AmazonAWS

**Sensitive data** (if appropriate)

The personal data transferred concern the following categories of sensitive data:

None

**Additional useful information** (storage limits and other relevant information)

N/A

**Contact points for data protection enquiries**

**Data importer**

Data Protection Officer

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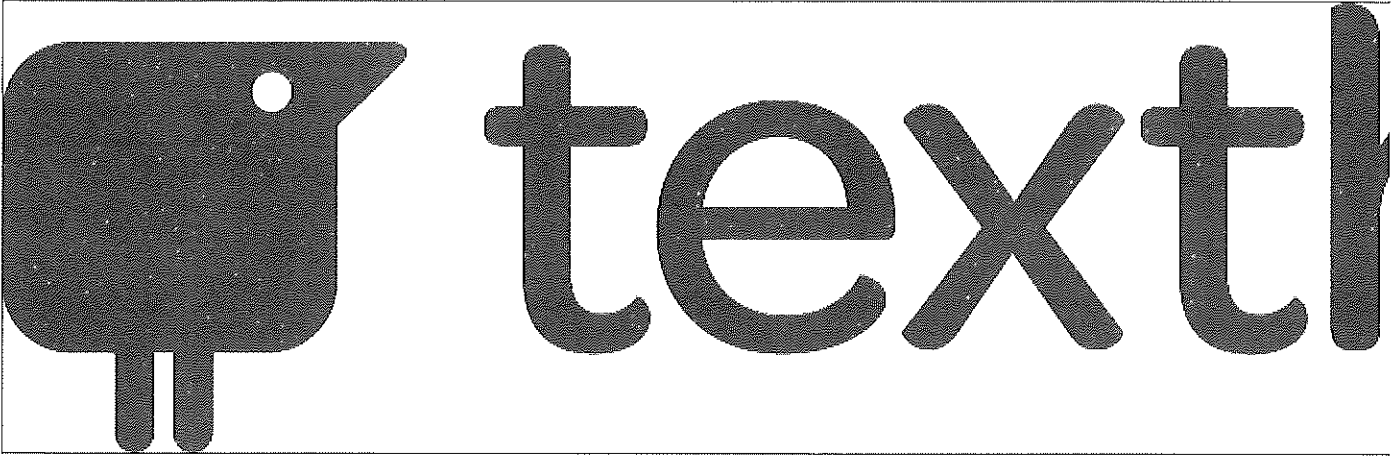
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# Information Security Policy

Texthelp Information Security Policy | Issue 1.2015 | Valid Until: 31.12.2016 | Document No. 01-2015

## Policy Summary

Texthelp will:

- Comply with both the law and best practice regarding information security and privacy
- Respect individuals' rights
- Be open and honest with individuals whose data is held
- Provide training and support for staff who handle personal data, so that they can act confidently and consistently

Texthelp Ltd., Texthelp Inc. & Texthelp PTY recognizes that its first priority regarding information security and privacy is to avoid causing harm to individuals. Predominantly this means keeping information securely, on a need to know basis, in the right hands.

This is the top-level policy and, as well as outlining the company's information security objectives and how to meet them, it also includes a requirement for all security related documents to be reviewed periodically to ensure conformity and applicability.

It is the responsibility of all employees to comply with the requirements of this and all policies.

## Objectives

Texthelp will:

- Deliver a secure, reliable cloud service for users and other interested parties who need confidence and assurance the platform is fit for their purpose of sharing and working with sensitive information.

- Provide a digital paperless ISMS for staff (and other interested parties who need to access it), integrated into their day to day work practices to ensure it becomes a habit for good performance not an inhibitor to getting their work done
- Implement a system to identify and assess information security risks and manage a risk treatment plan to mitigate risk to the confidentiality, integrity and availability of the information it holds or processes.
- Mitigate the risk of unauthorised or accidental disclosure of confidential information by staff or external parties
- Ensure the integrity and availability of the company's information assets at all times
- Minimize the impact of any security incidents
- Continually improve the company's ability to assess, detect, reduce, avoid and ameliorate information security risks and/or incidents
- Work to avoid a negative impact to Texthelp's reputation and brand
- Protect the information of all interested parties including the personal information of its customers.
- Comply with any legal, regulatory or contractual requirements in respect of the data it holds about individuals. These are listed in the List of Legislative & Regulatory Bodies;
- Follow best practice
- Seek to continually improve the company's Information Security Management System

## Key Risks & Mitigations

Texthelp has identified the following potential key risks, which this policy, in conjunction with the Risk Treatment Plan, is designed to address:

Risk	Mitigation
Breach of security by an external information asset	The development and implementation of information security Standards to minimize the risk of data being obtained by hacking or interception. Network security controls and physical perimeter security devices prevent the physical theft of the company's information assets by on-site contractors.
Release of data by a staff member	Staff Awareness Training will be delivered to help staff understand their responsibilities when handling personal data in order to prevent accidental disclosure of sensitive information. Access controls are in place to prevent unauthorised access to the company's information assets. Regular Audits will be conducted to ensure staff are complying with this policy
Exposure of sensitive information through hacking of Texthelp products or services	Secure development/coding practices will be employed and development staff training delivered. Testing of our products prior and after release will include, but not be limited to, the OWASP top-ten online vulnerabilities.

Not being able to respond to a security breach effectively	Texthelp will develop and manage an information security management system to maximize information security and manage security incidents. A Security Incident Response Policy exists outlining steps to be taken in the event of a security breach.
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## Responsibilities

### information security Committee

The role and responsibilities of this committee will be to provide:

- Analysis & Design - The committee is also responsible for the analysis and design of the ISMS to ensure a meaningful security policy as well as effective security solutions exist.
- Administration - To look after the day to day administration of access rights, passwords, etc.
- Monitoring - To continuously monitor the security status of the organization, and manage incident response procedures.
- Awareness communication - To ensure awareness communication is conveyed throughout the company to ensure ongoing security awareness and also to provide the necessary training programs.
- Provide executive custody and governance - represented by the information security Committee.

### Data Protection Officer

The Data Protection Officer is currently David Hankin who deals with both the day to day management of the Information Security Management System as well as continuous communication of the importance and value of security measures. with the following responsibilities:

- Briefing the board on Data Protection responsibilities
- Reviewing Data Protection and related policies
- Advising other staff on Data Protection issues
- Ensuring that Data Protection induction and training takes place
- Notification
- Handling subject access requests
- Approving unusual or controversial disclosures of personal data
- Approving contracts with Data Processors

### Specific other staff

IT & Network Administrator:

- Maintaining a secure network
- Maintaining access control lists to core services
- Implement and run the Business Continuity Plan and Disaster Recovery Plan
- Provide computing resources to deliver the Information Security Policy

Chief Data Officer:

- Manage and control access to Customer Data in the company CRM System
- Ensure that the customer data is stored in compliance with the information security Standards

## Staff

All staff are required to read, understand and accept any policies and procedures that relate to the personal data they may handle in the course of their work.

## Enforcement

Significant breaches of this policy will be handled under Texthelp's disciplinary procedures.

## Confidentiality

Because confidentiality applies to a much wider range of information than Data Protection, Texthelp has a separate Data Privacy Policy.

## Scope

This Policy applies to all employees and third-party agents of Texthelp as well as any other Company affiliate who is authorized to access customer Data. Third party agents of Texthelp will be required to have an Information Security Policy at least as stringent as this policy.

Third party agents will also be contractually required, where this is possible, to return or destroy information assets belonging to Texthelp upon termination of a contract with a third party. This will apply to both virtual and physical information assets.

Texthelp will comply with requests under the **Regulation of Investigatory Powers Act 2000 (RIPA)** from UK authorities and under the **USA Patriots Act** from US authorities and **Freedom of Information and Protection of Privacy Act (FOIPPA)(British Columbia)** and other agencies where obliged to do so if requested.

The full list of regulatory and legislative requirements with which Texthelp complies are given in this table of Legislative & Regulatory bodies

## What we do with customer data

Texthelp has a privacy policy for Users, setting out how their information will be used.

## Texthelp Staff Responsibilities

All Texthelp Staff are required to sign a short statement indicating that they have been made aware of their confidentiality responsibilities. (See Appendix A)

## Information Security Standards

All information that is stored by Texthelp is classified as one of the following data types:

- Public Information
- Company Intellectual Property

- Customer/Personal Information
- (other) Confidential Information

All data that is classified as 'Customer Information' or 'Company IP' must be stored in compliance with the following standards.

- Encrypted at Rest
- Encrypted in Transit using SSL Encryption
- All Access to the information is Logged
- Access protected by two factor authentication
- All data must be stored in an ISO 27001 or equally secure facility
- All data must be backed up regularly and securely
- Information assets should be recorded in the company's Asset Register
- Any relevant information security contracts that have been entered into between Texthelp and a Customer must be recorded in the Information Security Management System

Physical Media Transfer : no customer or private data will be transported using physical media  
In order to comply with relevant legislation:

- If Texthelp is storing information relating to or created by a student (Student Data), that data should be deleted if a request to do so is made by a parent of the student. If appropriate Texthelp will ask the Parent, School or District to verify that the request is valid.
- Texthelp has a policy not to retain Student Data once 180 days after a subscription has lapsed. In the case of the Fluency Tutor product any data that is stored is only stored to deliver the functionality of the product for the district and is strictly for Education Purposes. Upon request Texthelp will delete any Student Data immediately.
- Texthelp will store customer, student, supplier and job applicant data for a minimum of 6 years. Any student data that is stored is only stored to deliver the functionality of the product. Upon request Texthelp will delete any customer, student or job applicant data thereby complying with the GDPR's Right to Erasure requirement.

Texthelp must operate a Business Continuity Plan to deliver continuity of service in the event of a disaster. This plan should cover situations such as:

- Fire
- Flash flood
- Pandemic
- Power Outage
- Theft

## **Information Security Management System**

A system must be maintained to manage and control the security of all data stored by Texthelp. The system must:

- List all information assets including:
  - Their Physical Location
  - Their Data Classification based on the:

- Value
  - Criticality
  - Sensitivity
- The method of encryption for storage at rest
  - The method of encryption for data in transit
  - Whether the information asset contains user data
  - Who can access the data
- List all data contracts including:
    - What products the customer is using
    - What information asset their data is stored in
    - Who to notify in the event of a security breach
  - Manage Security Incidents including:
    - Provide a means of notifying all relevant customers and staff
    - Record all security incidents
    - Resolve the security incident and record steps taken to prevent recurrence
  - Where relevant, record access to information assets by staff members including
    - Which staff member
    - Which data
    - What date and time

## **Staff training & acceptance of responsibilities**

### **Documentation**

Information for staff and temporary workers is contained in the staff handbook.

### **Induction**

All staff who have access to any kind of personal data will have their responsibilities outlined during their induction procedures.

Data Protection will be included in foundation training for all staff.

### **Continuing training**

Texthelp will provide opportunities for staff to explore Data Protection issues through training, team meetings, and supervisions.

### **Procedure for staff signifying acceptance of policy**

All staff are required to sign an electronic form signifying that they have read, understood and accept this policy.



## **Specific Focus Training for Key Handling Roles**

### **Software Developers**

Software Developers at Texthelp will be trained to ensure that the architecture of any system that stores personal data is in compliance with the information security Standards above.

Prior to release the software will be tested to ensure that it is in compliance.

All Product Owners, Scrum-masters or Project leaders should ensure that an Information Security Risk Assessment is carried out for each sprint, and when needed, a risk treatment plan is created and followed.

### **Marketing Staff**

Marketing Staff who have access to personal customer information will receive specific training regarding the secure transit and storage of personal data for the purposes of outbound marketing.

## **Policy review**

### **Responsibility**

David Hankin (Quality Manager) will be responsible for reviewing this policy. This Information Security Policy will be audited as a part of the company's scheduled ISO 27001 audits. Audits of all processes within the company will take into account this Information Security Policy at all times.

### **Procedure**

An annual review of the policy will be performed to ensure continuing relevance. The results of this review will be available on request.

### **Timing**

An audit of this policy will be carried out once per year. However, the requirements of this policy, with regard to data privacy/security, will form a part of the company's regular ISO 9001 internal audits. The ISO 9001:2015 audits are performed twice annually.

### **information security Incidents**

All information security incidents will be logged in the Downtime/Security Events Register in Sugar. information security incidents will be classified according to severity. Incidents such as unsuccessful exploit attempts that do not involve data loss will be classified as Level 1 - Non Critical Incidents. Level 1 incidents should not trigger a customer notification since there has been no impact to privacy.

Incidents that do involve data loss will be classified as Level 2 - Critical Incidents & should trigger a notification to all customers that are impacted by the data loss. The Information Commissioner's Office should also be notified within 72 hours of the breach being discovered

## **Appendix A: Confidentiality statement for staff**

When working for Texthelp , you will often need to have access to confidential information which may include, for example:

Personal information about individuals who are customers or users of Texthelp software.

Information about the internal business of Texthelp.

Personal information about colleagues working for Texthelp.

Texthelp is committed to keeping this information confidential, in order to protect people and Texthelp. 'Confidential' means that all access to information must be on a need to know and properly authorized basis. You must use only the information you have been authorized to use, and for purposes that have been authorized. You should also be aware that under the Data Protection Act, unauthorized access to data about individuals is a criminal offence.

You must assume that information is confidential unless you know that it is intended by Texthelp to be made public. Passing information between staff members in our international office, or between Texthelp and a 3rd party marketing partner who is in compliance with our policy, or vice versa does not count as making it public, but passing information to another organization does count.

You must also be particularly careful not to disclose confidential information to unauthorized people or cause a breach of security. In particular you must:

not compromise or seek to evade security measures (including computer passwords);

be particularly careful when sending information between our international offices;

not discuss confidential information, either with colleagues or people outside Texthelp;

not disclose information — especially over the telephone — unless you are sure that you know who you are disclosing it to, and that they are authorized to have it.

If you are in doubt about whether to disclose information or not, do not guess. Withhold the information while you check with an appropriate person whether the disclosure is appropriate.

Your confidentiality obligations continue to apply indefinitely after you have stopped working for Texthelp .

Signed:  (CEO)

Signed:  (CTO)

Public Information