



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the software agreement with Texthelp, Inc. to provide literacy software to students with disabilities for FY2024-2025. Fiscal Impact: Estimated \$16,693.22 (cumulative \$30,859.02).

Presenter(s): Donald Astrab, VP, Academic Operations, Analytics, & Comm

What is the purpose of this contract and why is it needed? This is the first year renewal contract with Texthelp, Inc. Texthelp has two components. The first component, is a literacy support tool that helps students read, write, and study independently. It provides visual and auditory feedback for text, such as reading text out loud, highlighting words, providing a dictionary and the ability to create outlines in multiple modalities and languages. As such, this truly is a Universal Design for Learning tool than has the ability to benefit all students at the College, not just disabled students; and this tool has begun to be utilized college-wide including the libraries and Academic Success Centers. The second component, is Equatio. This is a powerful equation editor that makes it easy to create digital, accessible mathematics; historically the most difficult academic material to create/remediate in an accessible way. We are continuing the services for FY2024-2025 (previously approved per MT 11101). Recommendation that the Broward College Board of Trustees authorize the agreement with Texthelp, Inc. for software to students with disabilities by utilizing the bid-waiver exception for single/sole source.

What procurement process or bid waiver was used and why? The bid waiver exception selected was a single/sole source per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34. This vendor was approved the previous year from MT 11101. Therefore we are continuing the services under the procurement process that was used for the initial contract.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes

What fund, cost center and line item(s) were used? CC0095 FD100.

Has Broward College used this vendor before for these products or services? Yes, this will be the second year of an agreement with Texthelp.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Yes.

Was that return on investment not met, met, or exceeded and how? Yes, the return on investment was exceeded, as not only did this tool assist disabled students in achieving a higher likelihood of success, but it was also utilized by many non-disabled students.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Both guarantee to higher education and empowering student development is addressed by the use of this product.

Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated: \$16,693.22 for second year contract. Work tags: CC0095, BU313, FD100, PG000184.

05/14/24

CC0095 · Disability Services

(\$16,693.22)

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs

4/26/2024
















APPROVAL PATH: 12064 Texthelp, Inc. FY2024-2025 Literacy Software to Students with Disabilities

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Craig Levins	AVP Review		✔ Completed	
2	Donald Astrab	Vice Provost Review		✔ Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		✔ Completed	
4	Alina Gonzalez	Review		✔ Completed	
5	Raj Mettai	Review		✔ Completed	
6	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed	
7	Zaida Riollano	Procurement Approval		✔ Completed	
8	Christine Sims	Budget Departmental Review		✔ Completed	
9	Rabia Azhar	CFO Review		✔ Completed	
10	Legal Services Review Group	Review and Approval for Form and		✔ Completed	
11	Electronic Signature(s)	Signatures obtained via DocuSig 		✔ Completed	
12	Pending Counter-Signature(s)	Review		✔ Completed	
13	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed	
14	Board Clerk	Agenda Preparation		✔ Completed	
15	District Board of Trustees	Meeting	11/12/24 11:00 AM	🕒 Pending	



Quote

#TH56695

Quote must be attached to Purchase Order

TO: The District Board of Trustees of Broward College, Florida
ADDRESS: 6400 NW 6 Way, 3rd Floor Fort Lauderdale, FL 33309
ATTN: Melissa Adams
DATE: September 12, 2024
VALID UNTIL: September 23, 2024

ADDRESS: **Texthelp Inc**
 500 Unicorn Park Drive
 Woburn, MA 01801
 USA
PHONE: 888-248-0652
FAX: 866-248-0652
EMAIL: kweiskopf@texthelp.com
FED TAX ID: 06-1622277

TEXTHELP CONTACTS

Kevin Weiskopf
 kweiskopf@texthelp.com
 Karlene Feeney
 karlene@texthelp.com

Qty	Item	Type	License Description	Additional Info	Extended Price
1	Read&Write	Unlimited	12 month renewable premium Unlimited (Domain-wide) Read&Write subscription for use by all students and staff within the school/district/specified domain, with take home access. Includes access to all supported platforms including Windows, Mac, Google Chrome, Edge, iPad and Android provided all technical requirements are met and provides support within Canvas, Schoology, and has compatibility with D2L Brightspace. Read&Write subscription also includes access to a subset of features in OrbitNote which were formerly included with Texthelp PDF Reader.	Attached hereto, as modified by the attached Broward College Addendum Software (signed June 13, 2024) and the Broward College Addendum for Federally Funded Projects	\$8,346.61
1	EquatIO	Unlimited	12 month renewable premium Unlimited (Domain-wide) EquatIO subscription for use by all students and staff within the school/district/specified domain. Includes access to all supported platforms including Google Chrome and Desktop as well as EquatIO Mathspace provided all technical requirements are met.	Attached hereto, as modified by the attached Broward College Addendum Software (signed June 13, 2024) and the Broward College Addendum for Federally Funded Projects	\$8,346.61
Sub Total					\$16,693.22
Tax (0)					\$0.00
Total					\$16,693.22

Subscription includes: Technical support (support@texthelp.com/888-248-2479), online training and implementation resources, product updates and enhancements.

Quotation Prepared by:
 Karlene Feeney

Confidential & Proprietary

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

A copy of the Tax Exempt ID Certificate must accompany order if applicable, otherwise sales tax may be charged. All quoted sales tax is estimated and subject to change on final invoicing.

Our prices increase by 5% each year on October 1st.





Terms & Conditions of Use - Important please read carefully:

The following terms and conditions, together with any Quotations and Schedules incorporated by reference, constitute an agreement (**Agreement**) between Texthelp, Inc. (**Texthelp**), a Delaware corporation with its principal place of business located at Corporation Service Company 251 Little Falls Drive, Wilmington, DE, 19808, and The District Board of Trustees of Broward College, Florida, the person or entity who has executed a Quotation (together with its Affiliates, the **Customer**). This Agreement governs access to, and use of Texthelp's Product(s) and associated Support.

EXECUTING A QUOTATION INDICATES ACCEPTANCE OF THIS AGREEMENT AND BINDS CUSTOMER TO THE TERMS AND CONDITIONS HEREIN. THIS AGREEMENT HEREBY INCORPORATES THE BROWARD COLLEGE SUPPLEMENTAL ADDENDUM - SOFTWARE ("ADDENDUM"). IF THE ADDENDUM CONFLICTS WITH THE AGREEMENT, THE ADDENDUM SHALL CONTROL. THEREFORE, PLEASE READ THIS AGREEMENT, AND THE QUOTATION(S) CAREFULLY BEFORE EXECUTING THE SAME AND USING THE PRODUCT(S). IF CUSTOMER DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUSTOMER SHOULD NOT EXECUTE A QUOTATION, ACCESS, OR USE THE PRODUCT(S). If the individual entering into this Agreement is doing so on behalf of a company or other legal entity, said individual represents and warrants that he or she: (i) has the authority to bind said entity and its Affiliates to the terms and conditions herein; (ii) has read and understands this Agreement; and (iii) agrees, on behalf of said legal entity and its Affiliates, to this Agreement.

Throughout this Agreement, Texthelp and the Customer may each be referred to, individually, as a "**Party**," and collectively, as the "**Parties**".

1. Definitions

- 1.1 The defined terms are set out in Section 17 of this Agreement.

2. Introduction

- 2.1 Texthelp agrees to provide the Customer with the Product(s) (and associated Support) as set out in the Quotation. The Quotation must be in writing and reference this Agreement to be valid. The Quotation shall be governed by this Agreement.

3. Term and Termination

- 3.1 The term of this Agreement is effective from and shall be in force: (i) from the Commencement Date specified in the Quotation until terminated in accordance with this Section 3; or (ii) where the Quotation specifies a fixed term, the duration specified therein (as applicable) (the **Initial Term**). Where the Quotation specifies a fixed term, this Agreement shall automatically renew for successive twelve (12) month periods (each a **Renewal Term**) unless the Customer provides written notice of termination at least 30 days prior to the end of the Initial Term or the then current Renewal Term (as applicable).
- 3.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:





- (a) the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days of receipt of written notice. For clarity, material breach shall include the Customer's failure to pay, undisputed invoices on the due date for payment and remaining in default not less than 45 days following the due date for payment; or
 - (b) the other Party suffers an Insolvency Event.
- 3.3 Notwithstanding, and in addition to the foregoing, Texthelp may suspend the Customer's access to the Product(s) and/or terminate this Agreement if the Customer's use of the Product(s) is at any time in breach of Section 4, or is otherwise unlawful. Texthelp may terminate the Agreement for a breach of section 4 if Customer fails to cure such breach within thirty (30) days of receipt of written notice of the suspension.
- 3.4 Texthelp may discontinue:
 - (a) a functionality of a Product from time to time provided that such discontinuation does not result in a material detrimental reduction to the Customer's use of the Products to which it is subscribed to (as set out in the Quotation);
 - (b) a functionality of a Product that is dependent on a third party service provider, in the event such third party service provider terminates or modifies its services in a way that materially impacts Texthelp's ability to provide the Product and Texthelp acting in good faith and in a commercially reasonable manner cannot find a reasonable third party replacement; and
 - (c) a Product or a material functionality of a Product from time to time provided that prior to any discontinuation Texthelp will provide at least twelve (12) months' advance notice to the Customers that may be affected pursuant to this paragraph 3.4, except that this notice will not be required if the twelve (12) month notice period: poses a security or IPR risk to the Product, or would cause Texthelp to contravene any applicable law.
- 3.5 On termination of this Agreement for any reason: (a) all licenses granted under this Agreement, and Support provided by Texthelp, shall immediately terminate; (b) each Party shall return and make no further use of Confidential Information belonging to the other Party; (c) all undisputed Fees committed or owed by the Customer to Texthelp as at the effective date of termination will become immediately due and payable; (d) Texthelp shall retain and/or destroy or otherwise dispose of any of the Customer Data in its possession in accordance with its data retention policy; and (e) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination shall not be affected or prejudiced.

4. License

- 4.1 Subject to the terms and conditions of this Agreement, Texthelp hereby grants to the Customer a limited-term, non-exclusive, non-transferable license, without the right to grant sublicenses, to permit the Authorized Users to use the Product(s) specified in the Quotation and/or any Documentation, while this Agreement remains in effect, solely for the Customer's internal business operations.





4.2 The restrictions set forth in this Agreement represent conditions of the Customer's license. Accordingly, the Customer hereby agrees that: (i) the maximum number of Authorized Users it authorizes to access and use the Product(s) shall not exceed the number of Authorized Seats it has purchased at any time; (ii) it will require each of its Authorized Users to keep a secure password for their use of the Product(s) (if applicable), to change such password (if applicable) at regular intervals and in accordance with any security requirements that are imposed by the Customer, and to keep their password secured and confidential; and (iii) it shall permit Texthelp or Texthelp's designated auditor to audit the Customer's data processing facilities to confirm compliance with this Agreement (**Audit**). If an Audit reveals that the Customer has underpaid Product Fees to Texthelp, then without prejudice to Texthelp's other rights, the Customer shall pay any undisputed amounts to Texthelp an amount equal to such underpayment as calculated in accordance with the prices set out in the relevant Quotation within 10 Business Days of the date of the relevant Audit.

4.3 The Customer shall, and shall ensure its Authorized Users shall, not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Products that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property,

and Texthelp reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to or remove any material that breaches the provisions of this paragraph 4.3.

4.4 The Customer shall not (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement): (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product(s) in any form or media or by any means; de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product(s); (b) access all or any part of the Product(s) in order to build a product or service which competes with the Product(s); (c) sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Product(s) available to any third party except the Authorized Users, (d) attempt to obtain, or assist third parties in obtaining, access to the Product(s), other than as provided under this Section 4; and/or (e) introduce or permit the introduction of, any Virus into Texthelp's network and information systems.

4.5 The Customer shall use commercially reasonable efforts to prevent any unauthorized access to, or use of, the Product(s) and, in the event of any such unauthorized access or use, promptly notify Texthelp.





- 4.6 The rights provided under this Section 4 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 4.7 Customer agrees to abide by the third party copyright notices applicable to the Products, which are available on [our support site](#), and incorporated by reference within this Agreement.
- 4.8 Where the Product(s) are deployed to Customer's students or employees, Customer shall make this Agreement and the Texthelp Product Privacy Policy available to its end-users and hereby accepts the respective terms and conditions on their behalf.

5. Support

- 5.1 Texthelp shall provide Support to the Customer in accordance with Schedule 1.

6. Compliance with Data Privacy Laws

- 6.1 Texthelp does not offer goods or services to citizens outside of the United States, including, without limitation to citizens of the European Union, and is therefore not subject to the European Union's General Data Protection Regulation (**GDPR**).
- 6.2 It is Customer's sole responsibility to assess and determine whether it is subject to any federal or state laws protecting the privacy and security of personally identifiable information, including without limitation the California Consumer Privacy Act (as amended by the California Privacy Rights Act), Connecticut's "An Act Concerning Personal Data Privacy and Online Monitoring," and similar federal or state laws governing data privacy or data breach notification in any jurisdiction (collectively, the **Applicable Data Protection Laws**).
- 6.3 Each Party shall comply with all applicable requirements of the Applicable Data Protection Laws. This Section 6 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Applicable Data Protection Laws.
- 6.4 If Customer is: (i) considered a "controller" pursuant to the Applicable Data Protection Laws (or analogous term); (ii) providing Customer Personal Data to Texthelp to process on Customer's behalf; and (iii) required to enter a data processing agreement with Texthelp (or analogous form of agreement) in order to comply with the Applicable Data Protection Laws, Customer must promptly notify Texthelp. Under such circumstances, for the purposes of the Applicable Data Protection Laws: (x) Customer is the controller (or analogous term) and Texthelp is the processor (or analogous term); and (y) the parties shall negotiate the terms of a data processing agreement to comply with the Applicable Data Protection Laws in good faith. If, however, the parties are unable to mutually agree on the terms of such an agreement, either party may terminate the applicable Quotation or this Agreement without cause by providing two (2) business days' notice to the other party.
- 6.5 If Customer is subject to the provisions of the Family Educational Rights and Privacy Act (**FERPA**), then to the extent Texthelp has access to data protected by FERPA (**FERPA Data**): (i) Texthelp is designated as a "school official" with "legitimate educational interests" in the FERPA Data, each term as defined under FERPA and its implementing regulations; (ii) Texthelp agrees to abide by





the limitations and requirements imposed on school officials under FERPA; and (iii) Texthelp agrees to use FERPA Data only for the purpose of fulfilling its obligations under this Agreement, and will not monitor, share, or disclose such FERPA Data to any third party except as provided by this Agreement, as required by law, or as authorized in writing by Customer.

- 6.6 If Customer is an individual, Customer hereby represents that Customer is at least 18 years old. If Customer is an entity which allows Authorized Users under the age of 13 to submit personal information as defined in the Children's Online Privacy Protection Act (COPPA) to Texthelp in connection with its use of the Service, Customer agrees that it will be responsible for obtaining verifiable parental consent prior to making the Products available to such Users, and for providing a copy of the terms and conditions set forth in this Agreement to the Authorized User's parent or guardian. Texthelp shall comply with COPPA and any rules or regulations promulgated thereunder.

7. Texthelp's obligations

- 7.1 Texthelp warrants that the Product(s) will perform materially in accordance with the Quotation and applicable Documentation, and any Support will be performed with reasonable skill and care.
- 7.2 The warranty in paragraph 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Product(s) contrary to Texthelp's Documentation or other instructions, or modification or alteration of the Product(s) by any party other than Texthelp or Texthelp's duly authorized contractors or agents.
- 7.3 For any breach of the warranty in paragraph 7.1 while this Agreement remains in effect, Texthelp shall (at Texthelp's sole option and expense) correct, repair or replace the Product within a reasonable time period or provide or authorize a refund of any pre-paid, unused Product Fees, in which case the Agreement shall terminate, provided that: (i) Customer promptly notified Texthelp in writing of the Product's non-conformance with the warranty in paragraph 7.1; and (ii) Texthelp confirmed the issue subject to paragraph 7.2 above.
- 7.4 EXCEPT FOR THE WARRANTY SET FORTH IN PARAGRAPH 7.1, TEXTHELP HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TEXTHELP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 7.1, TEXTHELP MAKES NO WARRANTY OF ANY KIND THAT TEXTHELP IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. Furthermore, Texthelp shall not be held responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, that are not caused by Texthelp's action or inaction and the Customer acknowledges that the Product(s) and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.





- 7.5 This Agreement shall not prevent Texthelp from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 7.6 Texthelp warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 7.7 Texthelp shall perform daily back-ups of the Customer Data. In the event of any loss or damage to Customer Data, Texthelp shall use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Texthelp. Notwithstanding anything in this agreement to the contrary, the foregoing constitutes Customer's sole and exclusive remedy arising from or related to any loss or damage to Customer Data. Texthelp shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Texthelp to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

8. Customer's obligations

- 8.1 The Customer shall:
- (a) provide Texthelp with all necessary: (i) co-operation in relation to this Agreement; and (ii) access to such information as may be required by Texthelp in order to provide the Product(s), including but not limited to Customer Data, security access information and configuration services;
 - (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Texthelp may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (d) ensure that the Authorized Users use the Product(s) in accordance with the terms of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;
 - (e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for Texthelp, its contractors and agents to perform their obligations under this Agreement, including without limitation the Product(s); and
 - (f) ensure that its network and systems comply with the relevant specifications provided by Texthelp from time to time.

9. Customer Data

- 9.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.





9.2 Without prejudice to the foregoing, the Customer expressly acknowledges that Texthelp does not create or validate any Customer Data processed or used in conjunction with the Product(s) and/or any associated outputs created or generated by the Customer in using, or via, the Products (**Outputs**). The Customer assumes sole responsibility for any results obtained from the use of the Products, Support and/or for any conclusions drawn from such use, and Texthelp disclaims all liability for any loss or damage caused by errors or omissions in any Outputs caused by Customer.

10. Product Fees and Payment

10.1 The Product Fees are stated in the Quotation. The Customer shall pay the Product Fees to Texthelp in accordance with this Section 10 and the Quotation. No refunds will be made except as provided in paragraph 7.3 and paragraph 13.3. Product Fees shall be payable in the currency as set out in the Quotation and are exclusive of applicable sales and use taxes, which shall be added to Texthelp's invoice(s) at the appropriate rate.

10.2 The Customer shall, on the Commencement Date, provide to Texthelp valid, up-to-date and complete payment details and any other relevant valid, up-to-date and complete contact and billing details and Texthelp shall:

(a) invoice or bill (as applicable) the Customer on the Commencement Date for the Product Fees payable in respect of the Initial Term; and

(b) subject to paragraph 3.1:

(i) bill the Customer using the relevant payments details on; or

(ii) invoice the Customer at least 30 days prior to, each anniversary of the Commencement Date for the Product Fees payable in respect of the next Renewal Period (as applicable).

10.3 If Texthelp has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Texthelp:

(a) Texthelp may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Product(s) and Texthelp shall be under no obligation to re-activate access to any or all of the Product(s) while the relevant invoice(s) remain unpaid; and

(b) Customer agrees to pay a late charge of either (a) one and one-half percent (1.5%) or (b) the maximum interest rate permitted by law, whichever is greater, for any and all unpaid amounts.

11. IPR Ownership

11.1 The Customer acknowledges and agrees that Texthelp and/or its licensors own all existing and future IPR in the Product(s), Documentation and any Support provided (together, the "**Texthelp IP**"). Except as expressly stated herein, this Agreement does not grant the Customer any rights or licenses to, under, or in, the Texthelp IP. The Customer agrees to inform Texthelp promptly of any infringement of the Texthelp IP that comes to the Customer's attention.





- 11.2 Texthelp confirms that it has all the rights in relation to Texthelp IP as is necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

12. Confidentiality

- 12.1 Each Party shall safeguard and maintain the confidentiality of the other Party's Confidential Information and shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to ensure that the other Party's Confidential Information is not disclosed or distributed by its Representatives or otherwise in violation of the terms of this Agreement
- 12.2 Subject to paragraph 12.5, neither Party shall disclose the other Party's Confidential Information to any third party unless the other Party consents in writing to the disclosure of such Confidential Information and such third party enters into a confidentiality agreement on terms equivalent to those contained in this Agreement.
- 12.3 Subject to this Section 12, each Party shall only use the other Party's Confidential Information disclosed to it for the purposes of this Agreement including the purpose of exercising or performing its rights and obligations under this Agreement.
- 12.4 The provisions of this clause Section 12 shall not apply to any Confidential Information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this clause), (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party, (c) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality Agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; (d) the Parties agree in writing is not confidential or may be disclosed; or (e) is developed by or for the receiving Party independently of the information disclosed by the disclosing Party; or (f) is otherwise excluded by Florida's public records laws contained in Chapter 119, Florida Statutes.
- 12.5 A Party may disclose the other party's Confidential Information to those of its Representatives who "need to know" such Confidential Information in order to perform their obligations pursuant to this Agreement, provided that the disclosing Party: (a) informs such Representatives of the confidential nature of the Confidential Information before any disclosure is made, (b) is at all times responsible for such Representatives' compliance with the confidentiality obligations set out in this clause and (c) keeps a written record of those persons.
- 12.6 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice and opportunity to object to such disclosure as possible.
- 12.7 Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages alone would not be an adequate remedy for any breach of this Section 12 and that an affected Party shall be entitled to the remedies of injunction and specific





performance as well as any other equitable relief for any threatened or actual breach of this Section 12.

- 12.8 Neither Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

13. Indemnity

- 13.1 Subject to paragraph 13.2, Texthelp shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Product(s) or Documentation in accordance with this Agreement infringes any United States or United Kingdom patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) Texthelp is given prompt notice of any such claim by the Customer within ten (10) days of receiving written notice of any threat or claim;
- (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Texthelp in the defense and settlement of such claim, at Texthelp's expense; and
- (c) Texthelp is given sole authority to defend or settle the claim; and
- (d) the Customer mitigates its losses insofar as is reasonable in the circumstances.

- 13.2 In no event shall Texthelp, its employees, agents and sub-contractors be liable to the Customer pursuant to clause 13.1 or otherwise to the extent that the alleged infringement is based on:

- (a) any content, material or information (including Customer Data) that has been uploaded, embedded or otherwise displayed or stored on the Product(s) by a Customer;
- (b) a modification of the Product(s) or Documentation by anyone other than Texthelp; or
- (c) the Customer's use of the Product(s) or Documentation:
 - i in a manner not in accordance with this Agreement or the Documentation, if the third party claim would have thereby otherwise been avoided;
 - ii with other software, services or products not provided by Texthelp, and not expected or commonly used with the services or products of Texthelp, if the actual or alleged claim in question would have been avoided by the independent use of the relevant Product; or
 - iii after notice of the alleged or actual infringement from Texthelp or any appropriate authority.





- 13.3 If, during the Term, Texthelp reasonably believes that a Product infringes any third parties IPR, then, Texthelp may (at its sole discretion): (a) procure the right for the Customer to continue using the relevant Product, (b) replace the Product or (c) modify the Product so that it becomes non-infringing. If none of the aforementioned remedies are commercially reasonable, Texthelp may terminate the license for the allegedly infringing Product and refund all of the Customer's un-used, pre-paid, Product Fees from the date a third party claim arose for the allegedly infringing Product to the then-current date, whereupon this Agreement shall automatically terminate.
- 13.4 This clause 13 sets out the Customer's sole and exclusive rights and remedies, and Texthelp's (including Texthelp's employees', agents' and sub-contractors') entire obligations and liability, for any third party IPR claims for infringement.

14. Limitation of liability

- 14.1 Except as expressly and specifically provided in this Agreement:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Product(s) and the Documentation by the Customer, and for conclusions drawn from such use. Texthelp shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Texthelp by the Customer in connection with the Product(s), or any actions taken by Texthelp at the Customer's direction;
 - (b) the Product(s) and the Documentation are provided to the Customer on an "as is" basis.
- 14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, COVER, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT SHALL EITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE LESSER OF EITHER ONE MILLION DOLLARS (\$1,000,000) OR THE TOTAL PRODUCT FEES PAID FOR THE AUTHORIZED SEATS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
- 14.3 Nothing in this Agreement excludes the liability of Texthelp:
- (a) for death or personal injury caused by Texthelp's negligence; or
 - (b) for fraud or fraudulent misrepresentation.





14.4 Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of Texthelp's IPR.

15. Notices

15.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company). Without prejudice to the foregoing, any notices required to be given to Texthelp or questions concerning this Agreement can be sent via email to info@texthelp.com.

15.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

15.3 This Section 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. General Provisions

16.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond such Party's reasonable control including (without limitation) fire, flood, riots, natural catastrophes, terrorist acts, governmental intervention, declared emergencies, failing to grant a necessary license or consent or other act of god (each, a "**Force Majeure Event**"). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 40 continuous days, the Party unaffected by the Force Majeure Event may terminate this Agreement by giving 7 days' written notice to the affected Party.

16.2 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.3 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.4 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16.5 The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If any provision of this Agreement is deemed omitted under this paragraph 16.5, the parties shall negotiate in good faith to agree upon a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.





- 16.6 This Agreement, along with any Quotation(s), Schedules and attachments, each of which is incorporated herein by reference and made a part hereof, constitute the entire agreement between Texthelp and Customer with respect to Customer's use of the Product(s), and supersedes all other prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between Texthelp and Customer relating thereto and is binding upon them and their permitted successors and assigns. In the event of any conflict or inconsistency among the foregoing documents, the order of precedence shall be: (1) the Addendum, (2) the main body of this Agreement, (3) the applicable Quotation; (4) the applicable Schedule or attachment; and (5) the Documentation.
- 16.7 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 16.8 This Agreement shall be binding upon and for the benefit of Texthelp, Customer, and their permitted successors and assigns. A Party may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent.
- 16.9 Texthelp and Customer are independent contractors with respect to each other. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 16.10 Nothing contained in this Agreement is intended or shall be construed to confer upon any other legal entity or person any rights, benefits, or remedies of any kind or character whatsoever, or to create an obligation of a party to any such legal entity or person.
- 16.11 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each Party has delivered to the other at least one executed counterpart.
- 16.12 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of Delaware, with regard for its choice or conflict of laws principles.
- 16.13 Each Party irrevocably agrees that the courts of Boston, Massachusetts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 16.14 The following provisions shall survive any termination of this Agreement: paragraph 3.5, and Sections 6, 9, 10, 11, 12, 13, 14 and 16.





17. Definitions & Interpretation

17.1 The capitalized terms used in this Agreement have the meanings ascribed to them below, and this Agreement is to be interpreted and construed in accordance with the rules set forth below.

Applicable Data Protection Laws: has the meaning given to it in paragraph 6.2

Audit: has the meaning given to it in paragraph 4.2.

Authorized Users: those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Product(s), as further described in paragraph 4.2.

Authorized Seats: means the authorized seats purchased by the Customer as set out in an agreed Quotation, which entitles Authorized Users to access and use the Products in accordance with this Agreement.

Business Day: a day except any Saturday, Sunday, any federal legal holiday in the United States, or any day on which banking institutions in the State of Delaware are authorized or required by law or other governmental action to close.

Commencement Date: means the date specified in an agreed Quotation.

Confidential Information or CI: means all information disclosed by one party hereto to the other party, whether orally or in writing, that: (a) is designated as proprietary or confidential; or (b) reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. Each party's Confidential Information also includes the terms and conditions of this Agreement, all Quotations (including pricing), trade secrets, know-how, inventions, techniques, processes, software programs and other IT related information, documentation, schematics, procedures, contracts, databases, business information, financial information, budgets, sales, marketing, insurance information, and compliance data, ideas, strategies, designs, projections, business plans, strategic expansion plans, products and product designs, sourcing information, potential product labeling and marking ideas, unpublished information relating to the IPR of either Party, and all communications between the Parties and other non-public information relating to the Parties' business.

Contract Year: each successive 12 month period while this Agreement remains in effect, the first commencing on the Commencement Date, and subsequently commencing on the corresponding anniversary of the Commencement Date.

Customer Data: means any data, documentation or Customer Confidential Information that is provided by the Customer, Authorized Users, or Texthelp on the Customer's behalf, for the purpose of using the Products.

Customer Personal Data: means any personal data which Texthelp processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.

Documentation: the document(s) made available to the Customer by Texthelp from time to time which sets forth, among other things, the user instructions for the Product(s), applicable installation guides, service descriptions, technical specifications and online help files.

Initial Term: has the meaning given in paragraph 3.1.

Insolvency Event: means in relation to any Party, if that Party:





- (a) Files for protection under bankruptcy or insolvency laws, makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;
- (b) becomes or is declared insolvent, has a liquidator, receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a solvent consolidation or restructuring) or if a court makes an order to that effect;
- (c) by reasons of financial difficulties suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (d) is the subject of any events or circumstances analogous to any of the events described in paragraphs (b) and (c) in this definition in any applicable jurisdiction.

Intellectual Property Rights or IPR means patents, rights to inventions, copyright, trade marks and service marks, business names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how), trade secrets and all other similar or equivalent rights to any of the foregoing situated anywhere in the world, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

Normal Business Hours: 8:00 am to 5:00 pm Eastern Standard Time, each Business Day.

Product means Texthelp's online proprietary software applications and tools to enhance Authorized Users learning and working styles as is set out in the Quotation, together with any necessary fixes, updates or enhancements thereto but not including any additional products or services that Texthelp may make commercially available from time to time.

Product Fees: means all applicable fees payable by the Customer to Texthelp for the Authorized Seats as set out in the applicable Quotation.

Quotation: means Texthelp's standard Quotation to be signed by the Customer in accordance with this Agreement, and which sets out the details of the Customer's order for Products and/or Support from Texthelp.

Representatives: means, in relation to a Party, its employees, officers, contractors, subcontractors, representatives and advisors.

Renewal Term: the period described in paragraph 3.1.

Support: means any support, training and/or maintenance services that are provided by Texthelp to the Customer pursuant to an agreed Quotation as further described in Schedule 1.


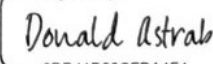
Virus: any thing or device (including any software, code, file, application or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any application, program or data, including the reliability of any application, program or data (whether by re-arranging, altering or erasing the application, program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.





- 17.2 Section, Schedule and paragraph headings are for convenience and are not to be given any meaning when construing or interpreting this Agreement.
- 17.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 17.4 A reference to a company shall include any company, corporation or other business entity, wherever and however incorporated or established.
- 17.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 17.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 17.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement, and as amended from time to time.
- 17.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 17.9 A reference to **writing** or **written** excludes fax but not email.

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date first set forth below.

For and on behalf of: Texthelp Ltd.		For and on behalf of: Customer	
Signed:		Signed:	<small>Signed by:</small>  <small>6DD41D98CFDA4E4</small>
Name:	Douglas Rosette	Name:	Donald Astrab
Position:	SUP Sales, GM	Position:	Interim President
Date:	9/26/24	Date:	9/25/2024



Schedule 1 – Support

1. Support Services

1.1 Texthelp shall, during the Term, provide the Product(s) and make available the Support to the Customer on and subject to the terms of this Agreement.

1.2 Texthelp shall use commercially reasonable efforts to make the Product(s) available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 4.00 am Eastern Time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that Texthelp has used reasonable efforts to give the Customer at least 6 Normal Business Hours' notice in advance.

1.3 Texthelp will, as part of the Product(s) and at no additional cost to the Customer, provide the Customer with Texthelp's standard customer support services during Normal Business Hours in accordance with this Schedule in effect at the time that the Product(s) are provided.

1.4 If any performance issues arise, the Customer may contact Texthelp:

(a) **By Phone**

Support is available via phone from 9am to 5pm British Standard Time, Monday through Friday. For support via phone: UK toll-free 0800-328-7910, North America toll-free 888-248-4947, Rest of World +44 2894428105.

(b) **By Email**

The Customer can also communicate any issues to Texthelp by email. When emailing Texthelp about an issue, the Customer shall insert the name(s) of the relevant Product(s) that is/are experiencing issues within the subject line of the email. Support is available via email from 9am to 5pm British Standard Time Monday through Friday. For Maintenance and Support via email:

support@texthelp.com

1.5 Training Materials / Technology Support Tools

Texthelp shall provide the Customer with, and access to, any new training materials and technology support tools for Products(s), developed by Texthelp from time to time.

1.6 Critical Hosting Service Interruption

Texthelp may deliver the Product(s) either from its own servers or through a bona fide 3rd party hosting service. Any third party hosting service shall be required to provide continuity of service





guarantees in line with industry standards for delivery of streamed speech. Texthelp reserves the right to change the hosting service from time to time.

2. Service Levels

2.1 Texthelp shall use commercially reasonable efforts, being no less than prevailing industry standards in this regard, to ensure the Product(s) is/are available to the Customer 99.50% of the time in any calendar month. If it is not, the Customer may be eligible to receive the Service Credits described below.

2.2 In order to receive any of the Service Credits described above, the Customer must notify Texthelp by email or otherwise in writing within thirty (30) days from the time the Customer becomes eligible to receive a Service Credit.

2.3 The aggregate maximum number of Service Credits claimable for any and all Downtime Periods in a single Contract Year shall not exceed thirty days of Service Credit. Service Credits may not be exchanged for, or converted to, monetary compensation.

2.4 **Exclusions:** The service levels set forth in this Schedule 1 will not apply to any performance issues: (i) caused by factors outside of Texthelp's reasonable control; (ii) that resulted from any actions or inactions of the Customer or any third parties; or (iii) that resulted from Customer's equipment and/or third party equipment (not within the primary control of licensor).

3. Definitions

- **"Downtime"** means that the Product(s) is/are not responding.
- **"Downtime Period"** means the amount of time the Product(s) is/are not available and must be 10 consecutive minutes or more.
- **"Monthly Uptime Percentage"** means the total number of minutes in the calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in the calendar month, divided by the total number of minutes in the calendar month.
- **"Scheduled Downtime"** means those times where Texthelp gives notification of periods of Downtime five (5) days prior to the commencement of such Downtime. There will be no more than twelve (12) hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this Agreement and will not be counted towards any Downtime Periods.
- **"Service Credit"** may be provided according to the following schedule:
 - **One day Credit:** Includes One (1) day of Product(s) to be added to the end of the Term, at no charge to the Customer, if the Monthly Uptime Percentage for any calendar month is between 99.5% and 97.0%;
 - **One week Credit:** Includes Seven (7) days of Product(s) added to the end of the Term, at no charge to the Customer, if the Monthly Uptime Percentage for any calendar month is between 97.0% and 95.0%;





- **Two weeks Credit:** Includes Fourteen (14) days of Product(s) added to the end of the Term, at no charge to the Customer, if the Monthly Uptime Percentage for any calendar month is less than 95.0%.

Schedule 2 – Product Specific Terms & Conditions

1. Equatio

1.1 Definitions

“Commercial Accessible Media Production” means the creation of accessible instructional materials which are for commercial distribution.

“Domain” means a distinct subset of the Internet with email addresses sharing a common suffix or under the control of a particular school, college, university or other organization.

“HE Disability Services Accessible Media Production” means the creation of accessible instructional materials for use in Higher Education institutions.

1.2 License Types & Restrictions

Equatio utilizes certain third-party MathML conversion technology. Therefore, certain features utilizing such technology are available to Customer depending on the type of license purchased by Customer, as specified on the Quotation (“License Type”), and as more fully described below.

License Type	Description
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<p>Equatio Single License Subscription</p>	<p>Customer may install and use one copy of each of the Product(s) while this Agreement remains in effect.</p> <p>This license <u>is restricted</u> from use in connection with Commercial Accessible Media Production or HE Disability Services Accessible Media Production.</p>
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<p>Equatio Group License Subscription</p>	<p>Customer may install and use one copy of each of the Product(s) for each Authorized User while this Agreement remains in effect. The number of Authorized Users within Customer's group license is specified in the Quotation.</p> <p>This license <u>is restricted</u> from use in connection with HE Disability Services Accessible Media Production, except for those Higher Education Institutional Customers that have purchased Group License for their entire campus (all students). <u>The foregoing exception applies only to a single campus. If the Customer's Domain is shared with one or more additional campuses, students and staff associated with those additional campuses are not granted access to the Product(s)</u></p>
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<p>Equatio Unlimited License Subscription</p>	<p>Customer may install and use one copy of each of the Product(s) for an unlimited number of Authorized Users while this Agreement remains in effect, <u>including the use of HE Disability Services Accessible Media Production</u></p>
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<p>Equatio for Publishers License Subscription</p>	<p>Customer may install and use one copy of each of the Product(s) while this Agreement remains in effect.</p> <p>This license includes Commercial Accessible Media Production.</p>
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**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

3. Taxes. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

4. Travel Expenses. If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

5. No Automatic Renewals or Extensions. Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

6. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. This section shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement.

8. Announcements and Press Statements. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its _____ or that position's designee, and in the case of the other party, permission must be granted by its _____ or that position's designee.

9. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC





BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE

may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

12. Termination for Convenience. BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

13. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

14. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

15. BC's Sovereign Immunity. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes

16. Governing Law and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the

Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

17. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

18. Vendor's Confidential Information / Public Records Law. BC is subject to the public records





**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC’s custodian of public records, in a format that is compatible with the information technology systems of the BC
- (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF


CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

19. Miscellaneous. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor’s employees; and (iii) attorneys’ or collection-fees provisions.

By signing below, Vendor’s authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: Click or tap here to enter text.

By: 
Name: Jeffrey B. Lucas
Title: Paralegal & Compliance Specialist
Date: Jun 13,2024



**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in



**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: _____ Texthelp, Inc. _____

Address, City, State, and Zip Code: _____ 500 Unicorn Park Drive Woburn MA 01801 _____

Phone Number: _____ 888-248-0652 _____

Printed Name and Title of Authorized Representative: _____ Jeffrey B. Lucas, Paralegal & Compliance Specialist _____

Email Address: _____ Compliance@texthelp.com _____

Signature of Authorized Representative: _____ *JB Lucas* _____

Date: _____ Aug 20, 2024 _____



**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**





SOLE SOURCE JUSTIFICATION

FROM: Aimee Cekau Stubbs	DATE: 6/6/24
DEPARTMENT: Institutional Accessibility	SOURCE: CC0095 Accessibility Resopurces

Under the requirement of College Policy 6Hx2-6.34 this sole source justification is submitted in support of this request to procure referenced items without bidding due to the item(s) or service(s) being available from only the listed source. If item/service is being acquired from manufacturer/copyright holder, supporting documentation must be attached to this form.

DEFINE SOLE SOURCE ITEM(S) OR SERVICE(S):

Texthelp is literacy software software that assists disabled students with reading, writing and math, but is available to all students at the college, to assist with access to course material and increase the likelihood of success and completion at the college.

State the reason(s) why the item(s) or service(s) are not competitive and are available only from the source referenced above.

EXPLANATION OF SOLE SOURCE NATURE:

Texthelp provides literacy software (Read & Write) that increases independence and assists students with reading, writing, studying and research; and software (Equatio) that assists with making mathematics accessible.

Purpose: Read&Write is a literacy support tool that offers help with everyday tasks such as reading text out loud, understanding unfamiliar words, researching assignments, creating study guides and proofing written work. Equatio is a powerful equation editor that makes it easy to create digital, accessible mathematics. It makes math and science more accessible and engaging.

While other vendors provide similar tools, no other vendor provides a tool bar that works in a progressive, holistic, and innovative way. Texthelp's toolbar integrates directly into the educational environment students are working in and where faculty are creating their content. This is not true of other vendors where their tools lack the integration capability within the places students are learning. Likewise, for some vendors, only a subset of their tools within their software integrate or work within certain environments,

Sole source justifications are retained with the purchasing documentation for audit purposes and are included in any request for approval submitted to the President and/or Board of Trustees.

REQUESTING DEPARTMENT HEAD: Aimee Cekau Stubbs	SIGNATURE: 	DATE: 6/6/24
DEAN/AVP:	SIGNATURE:	DATE:
PROVOST / VICE-PRESIDENT Dr. Jeffrey Nasse	SIGNATURE: 	DATE: 6/6/24





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The implementation was written so as to conform with Netscapes SSL.

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Information Security Policy

ISMS 1.2 Information Security Policy : Issue 1 Rev 21 : Last reviewed 27-02-2023

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

The Texthelp group of companies 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.

Although Texthelp's ISO 27001 scope of certification, at this time, includes:

- Texthelp Ltd
- Texthelp Inc
- Texthelp PTY
- Lingit A/S
- Wizkids A/S

This information security policy is a description of best practice and is applicable across the Texthelp group of companies.

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 unauthorized or accidental disclosure of confidential information by staff or external parties
- Ensure the confidentiality, 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. Should the Texthelp company be acquired by another company at some future time, this will include checks that the acquiring company will have data security controls at least as robust as Texthelp's in place to ensure the future safeguarding of existing customer data.
- 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

GDPR Compliance & International Data Transfers

Texthelp Billing & Contact Data and Customer/User data (name only) is stored in Amazon Web Services (AWS). The Texthelp Group has entered into Standard Contractual Clauses with AWS to ensure we comply with the GDPR rules on international transfers. This complies with data protection requirements and GDPR legislation when transferring data belonging to EU/UK citizens outside the EU/UK.

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 party of an 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 unauthorized 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.

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 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 data subject access requests (requests for access may be made by emailing datasecurity@texthelp.com)
- 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 Technical Officer:

- Responsible for the security of the products and services manufactured by Texthelp and of the personal information processed and stored by them



- Manage and control access to sensitive information such as product source code and other intellectual property related to the products and services manufactured by Texthelp.
- Managing periodic penetration testing of products and services by third-party agencies.

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 **General Data Protection Regulation (GDPR, EU), Data Protection Act (2018)(UK), 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), Danish Data Protection Act, Norwegian Personal Data Act** 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 Group Staff Responsibilities

All Texthelp group 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 the Texthelp group companies 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, and any local or national, Right to Erasure requirements in the territories in which the company operates.

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. Where a data breach occurs that may affect them Customers and interested parties will be notified within a 48 hour period.
 - 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 all 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

Ryan Graham (CTO) 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 27001 internal audits. The ISO 27001:2013 audits are performed at least 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. Where required, the relevant local data protection authority will also be contacted.

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 .



A handwritten signature in black ink that reads "Martin McKay". The letters are cursive and connected.

Signed:
Signed:

Martin McKay (CEO)

A handwritten signature in black ink that reads "R. Graham". The letters are cursive and connected.

Ryan Graham (CTO)

Public Information



Privacy Policy for Texthelp Products

ISMS 1.18 : Issue 1 Rev 26 : Auth RG

At Texthelp, we are committed to safeguarding and preserving the privacy of our website visitors, customers and product users. This Privacy Policy explains what happens to any personal data that you provide to us or that we collect from you while you purchase or use our software or visit our site. Texthelp have signed the [Student Privacy Pledge](#), and implement [FERPA](#), [COPPA](#), and comply with the [California Consumer Privacy Act \(CCPA\)](#), the [Australian Privacy Act](#) and the General Data Protection Regulation (EU GDPR) compliant data policies. All data stored by Texthelp is stored according to our [Information Security Policy](#).

It is a requirement of using Texthelp products that end-users are made aware of this Privacy Policy. In a school/college type environment where acceptance/consent dialogs would be detrimental to the student's user experience these are not shown 'in program' and should be made available to the students or employees by the institution or organization using the product.

It is also important that we are clear with you of the two main groups of people we collect personal information from. Firstly, there is the personal data of the Customer that actually purchases the product or service from Texthelp and, secondly, there is the personal data of the User of the product or service that has been purchased. Sometimes these are the same person i.e. someone purchasing a single user license from the website will likely be both the Customer and the End User of the product. However, sometimes the Customer making the purchase may not be the person that will be using the product e.g. a Customer purchasing the product on behalf of a school where the product is to be used by the school's students. The personal data of Users of the products and services are described below in the various sections for each of our products and services.

With regard to Customer personal information:

What data do we collect?

Texthelp collects customer data to enable us to process orders, for billing purposes, support purposes and to be able to provide updates on our products and services to our customers. This data could include:

- First name and Last name
- Job title
- Address
- Email address
- Telephone number

Where do we store your data?

Customer Data is stored in our CRM, and this information is stored in AWS data centers. The location of storage is based on the customer's location. If you are based in North America, your data will be stored within the US. For Customers based anywhere else in the world, your data will be stored in the EU.

With regard to End-user personal information



Texthelp product End-user personal information is stored in Amazon Web Services (AWS). We have entered into Standard Contractual Clauses with AWS to ensure we comply with the EU and UK GDPR rules on international transfers. User settings We use cookies, local storage, your Google™ or Microsoft™ account, and our servers to store a user's settings, such as the currently selected voice, and any document annotations.

Your Google or Microsoft account and personal information

You are uniquely identified by your Google or Microsoft email address. This information is used to determine the status of your current license. No other Google or Microsoft profile information is collected. You have a right to request erasure of this data should you wish to, otherwise it will be deleted 2 years after the expiry of the current contract.

Students and Personally Identifiable Information

Where possible the only student information that we store is the student's Login ID. We need to store this so that we can store the user's preferences and data, and to confirm that they are a licensed user. You are uniquely identified by your login address. A de-identified version of this information is used to determine the status of your Texthelp Product current license. No other Google or Microsoft profile information is collected. We may keep this de-identified data indefinitely however this does not prevent your right of erasure of your information should you request it.

Verifiable Parental Consent

In order to remain compliant with COPPA the licensee (The School District, School or Teacher) must obtain verifiable parental consent to store the following student information on the online platform. Where student information is shared with Texthelp by a School District, School or Teacher, Texthelp accepts that consent is authorized by that institution in lieu of parental consent.

Additional Data Stored by Fluency Tutor for Google

Because Fluency Tutor has a teacher dashboard and displays class rosters, and individual student running records some additional information is stored. This is stored in compliance with our [Information Security Policy](#), encrypted in transit and at rest. The data which is stored is:

- The Teacher or Student first and second name
- The Teacher or Student email address
- Their Google Profile image (if the school policy permits access)
- Audio recordings of the student
- Their running record (WCPM and teachers comments)



Additional Data Stored by WriQ

Because WriQ has a teacher dashboard and displays class rosters, and individual student writing records some additional information is stored. This is stored in compliance with our [Information Security Policy](#), encrypted in transit and at rest. The data which is stored is:

- The Teacher or Student first and second name
- The Teacher or Student email address
- Their Google Profile image (if the school policy permits access)
- Audio recordings of notes created by the teacher
- Their writing scores record (WriQ scores, document metrics and teachers comments)
- An encoded string containing student writing and the types of errors in the document.

Additional Data Stored by EquatIO Mathspace

Because Mathspace has a teacher dashboard and displays class rosters, and individual student Math documents some additional information is stored. This is stored in compliance with our [Information Security Policy](#), encrypted in transit and at rest. The data which is stored is:

- The student first and second name
- The student email address
- Their Google Profile image (if the school policy permits access)
- Teacher feedback for Mathspace assignments (Assignment score and teachers comments)
- The students Mathspace documents

Additional Data Stored by ReachDeck/Browsealoud

By default, Browsealoud does not capture any end user information. However, administrators may log into the ReachDeck/Browsealoud portal to manage their subscription. In this instance we collect the following additional information:

- The portal user's email address

Additional Data Stored by ReachDeck Auditor

The Auditor feature does not process or store any personally identifiable information.

Additional Data Stored by ReachDeck Editor



Whilst the ReachDeck Editor does not request personal information, the purpose of the product is to help the User improve the readability of their content. Therefore the user will be entering information into this product. The information entered is sent to Texthelp for processing, however it is not stored and is deleted immediately after processing.

Additional Data Stored by OrbitNote

When using the OCR Scanning feature, PDFs that are sent for OCR are stored by Texthelp for 24 hours to ensure repeated requests are cached for optimum performance. After this period, the PDF is automatically deleted.

The PDFs are stored in compliance with our data procedures (See [GDPR Compliance & International Data Transfers](#) section) and are encrypted at rest during this period.

Required Permissions

Applications that integrate with a Microsoft, Chrome or a Google account must declare their intent by [requesting permissions](#). These permissions to your browser and account must be granted in order to integrate with your Microsoft, Chrome or Google accounts. Below is a list of these permissions and why they are required. At no time will Texthelp request or have access to your Microsoft or Google account password.

Read&Write for Windows, Mac, Google & Edge

Read&Write for Google Chrome Extension permissions

- Read and change all your data on all websites
 - Used by the reading and prediction features etc. to read and modify content.
- Know your email address
 - For licensing, storing settings
- Manage your apps, extensions and themes
 - Used to integrate with other Texthelp extensions such as WriQ.

Read&Write for Google Chrome, Google Drive permissions

- Connect itself to Google Drive
 - We need your permission to open the PDF, KES and EPUB files from your Google Drive menus.
- See, edit, create, and delete only the specific Google Drive files you use with this app



- We need your permission to open the PDF, KES and EPUB files from your Google Drive in our accessible viewers.

- See, edit, create, and delete all of your Google Drive files

- Used to create the collected highlights, vocabulary and voice notes files.

- See, create, and delete its own configuration data in your Google Drive

- Used to store the location of the voice notes folder

- View your Google Drive apps

- Used to create the voice notes folder.

Google Drive Open with PDF and Epub viewers

- View your email address
 - For licensing, storing settings, and the annotations that you make on PDF and EPub Files.
- View basic information about your account
 - For licensing, storing settings, and annotations.

Screenshot Reader Extension

- Read and change all your data on the websites that you visit
 - Used to read the content on the page using the screenshot reader

Read&Write for Microsoft Edge Extension permissions

- Read your browsing history
 - Required to identify if we can display the toolbar.
- See your email address
 - For licensing and storing settings.
- Manage your apps, extensions and themes
 - Check if other Texthelp extensions are installed.



- Read and change content on websites you visit
 - Used by the reading and prediction features etc. to read and modify content.

Microsoft Account permissions

- Read your profile
 - For licensing and storing settings
- View your email address
 - For licensing and storing settings
- View your basic profile
 - For licensing and storing settings
- Sign you in
 - For licensing and storing settings

Google Documents integration

- View and manage your documents in Google Drive
 - We need permission to make a new Google Doc for you when we create the collected highlights and vocabulary documents.
- Connect to an external service
 - We need permission to connect to the Texthelp Vocabulary service. This service provides dictionary definitions, and symbols to be used in Vocabulary Worksheets.

DataDesk permissions

- View your Google Classroom classes
 - Used by DataDesk to display the list of your classes if logged in as a teacher.
 - View your Google Classroom class rosters
-



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- Used to get a list of students for each class.
-

- View the email addresses of people in your classes

- Used to toggle a student's features and to retrieve analytics.
-

Read&Write Admin Tool permissions

- View groups on your domain

- Used to select Google groups to sync with Read&Write licensing.
-

- View users on your domain

- Used to get the students within the selected groups to send to our licensing service. All user data is hashed before sending on. This encrypted hash cannot be decrypted by Texthelp or anybody else. We use the hashed value to identify users within Read&Write.
-

Read&Write Admin Tool Microsoft Account permissions

- Read your profile

- For licensing and storing settings

- View your email address

- For licensing and storing settings

- View your basic profile

- For licensing and storing settings

- Sign you in

- For licensing and storing settings
-

OrbitNote



Google Drive Permissions

OrbitiNote will only interact with the files you choose on your Google Drive. OrbitiNote does not scan or interact with Google Drive files unless instructed to do so by the User.

-
- See and download all your Google Drive files

 - Used to open PDFs directly from Google Drive on a User's request.
 - See, edit, create and delete all of your Google Drive files

 - Used to Upload PDFs to Google Drive on a User's request.
 - View your Google Drive apps

 - Used to Check the required Texthelp Apps are installed.
 - Manage your coursework and view your grades in Google Classroom

 - Used to check if a PDF is part of your active coursework within Google Classroom.
 - View coursework and marks for students in the Google Classroom classes that you teach or administer

 - Used to check the status of PDFs within your Google Classroom classes.
 - View your coursework and grades in Google Classroom

 - Used to check if a PDF is part of your active coursework within Google Classroom.
 - View your Google Classroom classes

 - Used to check if a PDF is part of your active coursework within Google Classroom.
 - Manage your Google Classroom classes



-
- Used to check if a PDF is part of your active coursework within Google Classroom.
-

Snapverter

Google Drive integration

- View your email address
 - For sending emails and displaying on dashboard..
- View basic profile info
 - For licensing and storing settings.
- View and manage Google Drive files opened or created with this app
 - We need your permission to open PDF, JPG, TIFF, GIF, PNG and ZIP (Daisy) files in your Google Drive.
- View and manage files in your Google Drive
 - We need your permission to open and add PDF, JPG, TIFF, GIF, PNG and ZIP (Daisy) files in your Google Drive.
- Have offline access
 - We need offline access to allow the conversion process to open and save files in your Google Drive.

Fluency Tutor for Google

Google Drive Permissions

- View your email address
 - For sending emails and displaying on dashboard..
- View basic profile info
 - For licensing and storing settings.
- Add itself to Google Drive
 - We need your permission to install Fluency Tutor for Google as the default viewer for reading passages.



- Have offline access
 - We need offline access to allow the conversion process to open and save files in your Google Drive.

Android App permissions

- View your email address
 - For sending emails and displaying on dashboard..
- View basic profile info
 - For licensing and storing settings.

You can revoke these permissions at any time on your Google [Account Permissions](#) page.

EquatIO

EquatIO Chrome Extension Permissions

-
- Read and change all your data on the websites you visit
 - We read the browsing history so we can access the URL so we know which Google Apps integration to insert the math into.
 - This is required for us to drop the toolbar on top of Google Apps.
 - This is required for us to drop the floating toolbar onto any web page.
- Know your email address
 - Your email address is required for licensing.

Basic account info

- View your email address
 - Your email address is required for licensing
- View your basic profile info
 - Your email address is required for licensing

Google Apps Permissions

- View and manage your Google Docs documents



- This may be required to insert math into the currently opened Google Doc
- View and manage your Google Slides presentations
 - This may be required to insert math into the currently opened Google Slide
- See, edit, create, and delete your spreadsheets in Google Drive
 - This is required for us to replace EquatIO Image URLs with images of math inside the currently opened Google Sheet
 - This may be required to insert math into the currently opened Google Sheet

WriQ

WriQ Google Chrome Extension permissions

- Read and change your data on a number of websites
 - Used to insert the WriQ sidebar into Google Docs and display the errors on the document.
 - This allows WriQ to appear by default in Google Docs and Google Classroom and access the marking services.
 - All texthelp.com sites
 - classroom.google.com
 - docs.google.com
- Read your browsing history
 - Used to read the url of the current tab so WriQ can automatically be displayed
- Communicate with cooperating websites
 - Used to integrate with other Texthelp web applications
- Know your email address
 - For licensing, storing settings
- Manage your apps, extensions and themes
 - Used to integrate with other Texthelp extensions such as Read & Write.



Google Docs (Chrome extension only)

- View and manage your documents in Google Drive
 - This is required to score the document

Google Drive (Chrome extension only)

- View and manage the files in your Google Drive
 - This is required to check you have access to the document you plan to score with WriQ and to retrieve the author of the document
- See and download all your Google Drive Files
 - This is required to check you have access to the document you plan to score with WriQ and to retrieve the author of the document
- View and manage its own configuration data in your drive
 - This is required to store the configuration data and writing statistics

Google Classroom (WriQ Teacher Dashboard only)

- View the email addresses of people in your classes
 - This is required to import your students and classrooms from Google Classroom
- View the profile photos of people in your classes
 - This is required to import your students and classrooms from Google Classroom
- View your Google Classroom class rosters
 - This is required to import your students and classrooms from Google Classroom
- View your Google Classroom classes
 - This is required to import your students and classrooms from Google Classroom
- Manage coursework and grades for students in the Google Classroom classes that you teach and view the coursework and grades for classes that you administer
 - This is required to create and manage Google Classroom assignments through WriQ



Basic account info (Chrome extension and WriQ Dashboard)

- View your email address
 - Your email address is required for licensing.
- View your basic profile info
 - Your email address is required for licensing.

WriQ for Microsoft Word (Word Addin and WriQ Dashboard)

Permissions Required

- View users email address
 - Your email address is required for licensing.
- Read all files that user can access
 - This is required to score the document and identify the author
- Sign users in
 - Your email address is required for licensing.
- View users basic profile
 - Your email address is required for licensing.
- Read&Write access to users profile

This is required to display the errors within a document

ReachDeck / Browsealoud

ReachDeck / Browsealoud Portal

- View your email address
 - Your email address is required for licensing

Data privacy

Texthelp employees will only access content on our servers with the express permission of the provided administrator or contact at the time of purchase for a site or group



license. Similar express permission from a single user license owner or trialist must be provided.

Disclosing your information

We will not disclose your personal information to any other party other than in accordance with this Privacy Policy and in the circumstances detailed below:

- Where we are legally required by law to disclose your personal information.

Scraping Content

We do not scrape any personal content. Our systems are not designed to associate personal information with your activities.

We don't sell your personal data to other companies.

We never sell any personal information. Occasionally our products need to send your personal data (such as name, email,) to 3rd parties. These 3rd parties are our Hosting and Services providers. For Example, we use Amazon Web Services to host Fluency Tutor and WriQ. The database needs to store Student information so that we can display it for you and help you track progress. These data sharing partners do not disclose your personal information, and they store it with the same level of security or greater than we do as laid out in our Information Security Policy. No ad companies collect data through our service. We do not display advertising, therefore, no data is collected through our software for ad targeting. We do not operate any referral program and do not display any sponsored links.

We take steps to protect personal information.

We take reasonable steps to secure your personally identifiable information against unauthorized access or disclosure. We encrypt transmission of data on pages where you provide payment information. However, no security or encryption method can be guaranteed to protect information from hackers or human error. Information we collect may be stored or processed on computers located in any country where we do business.

Your rights to the personal information we may hold on you

You have the right to request the amending, erasure or a copy of your personal information that we may collect and store while you use our products. A Data Subject Access Request may be made [via this form](#). Alternatively you may telephone using the numbers on our '[Contact Us](#)' page or email to datasecurity@texthelp.com. We will respond to a request within these time limits.



United Kingdom 30 days, US 45 days, Canada 30 days, Australia 30 days.

Monitoring usage

Our software uses tracking software to monitor visitors to better understand how they use it. This is provided by Google Analytics which uses cookies to track visitor usage. The software will save a cookie to your computer's hard drive in order to track and monitor your engagement and usage of the website but will not store, save, or collect personal information. You can read Google's privacy policy here for further information <http://www.google.com/privacy.html>.



Google Analytics is a web analytics tool that helps website owners understand how visitors engage with their website. Google Analytics customers can view a variety of reports about how visitors interact with their website so they can improve it. Google Analytics collects information anonymously. It reports website trends without identifying individual visitors. [Privacy Policy and Choices](#)

Enforcement

We regularly review our compliance with our Privacy Policy. If we receive a formal written complaint, we will follow up and contact the person who made the complaint.

Changes

We do update this Policy from time to time, so please review this Policy regularly.

