SOFTWARE SERVICES AGREEMENT
BETWEEN TEXTHELP INC
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into this 8th day of October 8, 2024, by and between Poudre School District R-1 (the "District") and TEXTHELP Inc. (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement.

1.1. This Agreement shall commence on November 1, 2024, and continue through and including November 1, 2025. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

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

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

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

2. Deliverables and Purchase Price.

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

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

2.2. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or

Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

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

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

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

2.1.1. Contractor will provide invoices for the Services at the rate specified in 2.1. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.

2.1.2. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

2.1.3. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.

2.1.4. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

2.1.5. Invoices shall be sent to ap@psdschools.org.

2.1.6. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's

state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.

      2.1.7.   If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

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

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

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

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

3.   **Definitions.**

3.1.   As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have

personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

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

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

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

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

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

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

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

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

5.1.   The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

6.   Use of Confidential Student Records and Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Poudre School District R-1	TEXTHELP INC.
Attn: Contract Administrator	Attn: Jodi Burr
2407 LaPorte Avenue	500 Unicorn Park Drive
Fort Collins, CO 80521	Woburn, MA 01801
E-mail: contracts@psdschools.org	Email: J.burr@texthelp.com

12. **Insurance.** Contractor, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 12. shall not reduce the indemnification liability that Contractor has assumed in section 13.

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

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

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

The insurance shall provide coverage for:

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

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

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

15. **General Provisions.**

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

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

14.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests

regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TEXTHELP INC.   POUDRE SCHOOL DISTRICT R-1

By: Jeffrey B. Lucas (Oct 31, 2024 16:54 EDT)   By: R David Montoya (Nov 5, 2024 18:32 MST)

Full Name: Jeffrey B. Lucas   R. David Montoya
Title: Paralegal & Compliance Specialist   Chief Finance Officer

                                                   By: Insoon Olson (Nov 5, 2024 18:07 MST)

                                                   Insoon Olson
                                                   Assistant Superintendent

Schedule of Data

SCHEDULE 3
Written Consent to Maintain De-identified Data

The District hereby gives its consent for Contractor to retain and use for the stated purpose and period, De-identified Data elements as set forth below:

Description of De-identified Data Elements	Purpose for Retention and Use	Period of Use
IP Addresses of users, use of cookies	To provide the applicable Services under the Agreement (including the features and functionality as described at www.texthelp.com/products) to authorized users.	While in app
Other application technology metadata	To provide the applicable Services under the Agreement (including the features and functionality as described at www.texthelp.com/products) to authorized users.	While in app
Student app username and Password	To provide the applicable Services under the Agreement (including the features and functionality as described at www.texthelp.com/products) to authorized users.	While in app

I\We, **Jeffrey B. Lucas, as Paralegal & Compliance Specialist** and the authorized representative(s) of the Contractor do hereby certify that no attempt will be made to re-identify De-identified Data.

Exhibit A

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.
   - *Descriptions should not include wording such as "most used" or "used by X number of schools."*
   - *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

2. What student data is collected through use of the system?
   - *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

Student	Teacher	Admin	Meta Data

3. What is the purpose of collecting student data?

4. What third parties does the company partner with who may receive student data in any format?
   - *This includes storage and vendors receiving encrypted data.*

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

6. Please provide:
   - Current quote (if available)

   - Tiered pricing for future purchases

   - Name and email for contract notices

   - Name and title of person who will sign the contract

   - Does the system allow integration for rostering?

       ○ Yes ◉ No

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

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

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

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

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

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

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

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

Exhibit B

texthelp®

Quote

#TH56856

Quote must be attached to Purchase Order

TO: Poudre School District R 1
(Pew der)

ADDRESS: 2407 LaPorte Avenue
Financial Services
ATTN: Accounts Payable
Fort Collins, CO 80521

ATTN: Elizabeth Crawford

DATE: September 11, 2024

VALID UNTIL: November 5, 2024

ADDRESS: **Texthelp Inc**
500 Unicorn Park Drive
Woburn, MA 01801
USA

PHONE: 888-248-0652

FAX: 866-248-0652

EMAIL: j.burr@texthelp.com

FED TAX ID: 06-1622277

TEXTHELP CONTACTS

Jodi Burr
j.burr@texthelp.com

Qty	Item	Type	License Description	Unit Price	Extended Price
450	Read&Write	Group	12 month renewable premium Group Read&Write subscription for use by specified # of users who are members of identified group within the school/district/specified domain, with take home access. Includes access on all supported operating systems (ChromeOS, Windows, OSX, iOS, and Android) and all supported browsers (Google Chrome, Microsoft Edge), provided all technical requirements are met, including minimum platform version. Provides support within Canvas and Schoology learning management systems; compatible with D2L Brightspace. Read&Write subscription also includes access to a subset of features in OrbitNote which were formerly included with Texthelp PDF Reader.	$13.89151	$6,251.18

Sub Total		$6,251.18
Tax (0)		$0.00
Total		$6,251.18

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

Quotation Prepared by:
Jodi Burr

Texthelp Ltd

_____

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.

Exhibit C

Texthelp Ltd. Accessibility Conformance Report

International Edition

(Based on VPAT® Version 2.4)

Name of Product/Version:	Read&Write for Windows; Read&Write for MAC; Read&Write for Google Chrome
Report Date:	Jan 2023
Product Description:	Read&Write is a literacy support tool that empowers all students to personalize their learning with simple, accessible tools that help them comprehend, organize and express themselves independently in GSuite, Office 365, Windows and Mac
Contact Information:	support@texthelp.com
Notes:	
Evaluation Methods Used:	Testing is based on a combination of automated testing, manual testing and general product knowledge and experience of developing accessible software. Testing is carried out by the product development team and verified by full QA review by Texthelp internal auditors. Texthelp software development and testing is carried out to an ISO 9001:2015 accredited standard.

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe, - V3.1.1 (2019-11)	(Yes)

Terms

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

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

WCAG 2.1 Report

Tables 1 and 2 also document conformance with:

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

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.1 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) Also applies to: EN 301 549 Criteria ● 9.1.1.1 (Web) ● 10.1.1.1 (Non-web document) ● 11.1.1.1.1 (Open Functionality Software) ● 11.1.1.1.2 (Closed Functionality Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Closed: N/A Authoring Tool: N/A	Read&Write Supports accessible non text content. Audio is always supported with text. Video is hosted on Youtube and is captioned. Product documentation and support documentation on http://support.texthelp.com is also in compliance.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to: EN 301 549 Criteria ● 9.1.2.1 (Web) ● 10.1.2.1 (Non-web document) ● 11.1.2.1.1 (Open Functionality Software) ● 11.1.2.1.2.1 and 11.1.2.1.2.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **N/A** Electronic Docs: **N/A** Software: **N/A** Closed: N/A Authoring Tool: N/A	Read&Write does not contain or present any Audio only or Video Only resources.
1.2.2 Captions (Prerecorded) (Level A) Also applies to: EN 301 549 Criteria ● 9.1.2.2 (Web) ● 10.1.2.2 (Non-web document)	Web: **Supports** Electronic Docs: **Supports** Support Docs: **Partially Supports** Software: N/A	All training video content created for Read&Write is captioned on Youtube. Occasionally a support team member may create an ad-hoc video and post it to respond to a specific user and it may not be captioned.

• 11.1.2.2 (Open Functionality Software) • 11.1.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Authoring Tool: N/A :	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: EN 301 549 Criteria • 9.1.2.3 (Web) • 10.1.2.3 (Non-web document) • 11.1.2.3.1 (Open Functionality Software) • 11.1.2.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Closed: N/A Authoring Tool: N/A	Read&Write training videos do not have audio descriptions, however alternate media (Text or HTML) support articles exist.
1.3.1 Info and Relationships (Level A) Also applies to: EN 301 549 Criteria • 9.1.3.1 (Web) • 10.1.3.1 (Non-web document) • 11.1.3.1.1 (Open Functionality Software) • 11.1.3.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Closed: N/A Authoring Tool: N/A	All UI is logically designed and accessibly labelled.
1.3.2 Meaningful Sequence (Level A)	Web: **Supports**	All UI is logically designed and accessibly labelled.

Also applies to: EN 301 549 Criteria ● 9.1.3.2 (Web) ● 10.1.3.2 (Non-web document) ● 11.1.3.2.1 (Open Functionality Software) ● 11.1.3.2.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	
1.3.3 Sensory Characteristics (Level A) Also applies to: EN 301 549 Criteria ● 9.1.3.3 (Web) ● 10.1.3.3 (Non-web document) ● 11.1.3.3 (Open Functionality Software) ● 11.1.3.3 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	The UI of the software is designed to not rely on shape, size, visual location, orientation, or sound.
1.4.1 Use of Color (Level A) Also applies to: EN 301 549 Criteria ● 9.1.4.1 (Web) ● 10.1.4.1 (Non-web document) ● 11.1.4.1 (Open Functionality Software) ● 11.1.4.1 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: **N/A**	In Read & Write care is taken in the UI design such that color is not used as the only visual means of conveying information.

● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)		
1.4.2 Audio Control (Level A) Also applies to: EN 301 549 Criteria ● 9.1.4.2 (Web) ● 10.1.4.2 (Non-web document) ● 11.1.4.2 (Open Functionality Software) ● 11.1.4.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Users can play, stop, pause, restart and control the pitch, speed and accent of spoken text. Videos on the support site or website can be paused, stopped etc.
2.1.1 Keyboard (Level A) Also applies to: EN 301 549 Criteria ● 9.2.1.1 (Web) ● 10.2.1.1 (Non-web document) ● 11.2.1.1.1 (Open Functionality Software) ● 11.2.1.1.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Partially Supports** Closed: N/A Authoring Tool: N/A	Read & Write, the support site and its documentation are all fully keyboard accessible. This is part of our standard software quality test plan. Windows & Mac screenshot reader & Screen Masking is a mouse driven feature - the user should use Mousekeys. roadmap See Read&Write Accessibility Roadmap document for outstanding accessibility issues
2.1.2 No Keyboard Trap (Level A) Also applies to: EN 301 549 Criteria ● 9.2.1.2 (Web) ● 10.2.1.2 (Non-web document) ● 11.2.1.2 (Open Functionality Software) ● 11.2.1.2 (Closed Software)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Read & Write, the support site and its documentation are all fully keyboard accessible. The order and removal of any keyboard traps are taken care of by our software quality test plan.

● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)		
2.1.4 Character Key Shortcuts (Level A 2.1 only) **Also applies to:** **EN 301 549 Criteria** **9.2.1.4 (Web)** **10.2.1.4 (Non-web document)** **11.2.1.4.1 (Open Functionality Software)** **11.2.1.4.2 (Closed Software)** **11.8.2 (Authoring Tool)** **12.1.2 (Product Docs)** **12.2.4 (Support Docs)** **Revised Section 508 – Does not apply**	Web: N/A Electronic Docs: N/A Software: N/A Authoring Tool: N/A	Read&Write does not use single character key shortcuts.
2.2.1 Timing Adjustable (Level A) Also applies to: EN 301 549 Criteria ● 9.2.2.1 (Web) ● 10.2.2.1 (Non-web document) ● 11.2.2.1 (Open Functionality Software) ● 11.2.2.1 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: N/A Electronic Docs: N/A Software: N/A Authoring Tool: N/A	The software has no timing/timeout specific functionality
2.2.2 Pause, Stop, Hide (Level A) Also applies to: EN 301 549 Criteria ● 9.2.2.2 (Web) ● 10.2.2.2 (Non-web document)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	The only Blinking/Scrolling/Auto updating information is the "Read with One Word Display" text to speech feature (currently Windows only) . When the "One Word Display" window is visible the toolbar "Pause button" stops speech and also stops the window auto

● 11.2.2.2 (Open Functionality Software) ● 11.2.2.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)		updating. This is off by default, optional, and the foreground and background colours are customisable. The speed is adjustable by adjusting the speed of the speaking voice.
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: EN 301 549 Criteria ● 9.2.3.1 (Web) ● 10.2.3.1 (Non-web document) ● 11.2.3.1 (Open Functionality Software) ● 11.2.3.1 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **N/A** Electronic Docs: **N/A** Software: **N/A** Authoring Tool: N/A	Read&Write does not display any flashing UI.
2.4.1 Bypass Blocks (Level A) Also applies to: EN 301 549 Criteria ● 9.2.4.1 (Web) ● 10.2.4.1 (Non-web document) – Does not apply ● 11.2.4.1 (Open Functionality Software) – Does not apply ● 11.2.4.1 (Closed Software) – Does not apply ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) – Does not apply to non-web software ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) – Does not apply to non-web docs	Web: **Supports** Electronic Docs: **Supports** Software: N/A Authoring Tool: N/A	Only applicable to the website and support site, both of which are in compliance.

2.4.2 Page Titled (Level A)
Also applies to:
EN 301 549 Criteria
  • 9.2.4.2 (Web)
  • 10.2.4.2 (Non-web document)
  • 11.2.4.2 (Open Functionality Software) - Does not apply
  • 11.2.4.2 (Closed Software) – Does not apply
  • 11.8.2 (Authoring Tool)
  • 12.1.2 (Product Docs)
  • 12.2.4 (Support Docs)
Revised Section 508
  • 501 (Web)(Software)
  • 504.2 (Authoring Tool)
  • 602.3 (Support Docs)
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: N/A
	Authoring Tool: N/A
		Fully supported on the web site and support site. Not applicable in the software since it is not a website based software product.

2.4.3 Focus Order (Level A)
Also applies to:
EN 301 549 Criteria
  • 9.2.4.3 (Web)
  • 10.2.4.3 (Non-web document)
  • 11.2.4.3 (Open Functionality Software)
  • 11.2.4.3 (Closed Software)
  • 11.8.2 (Authoring Tool)
  • 12.1.2 (Product Docs)
  • 12.2.4 (Support Docs)
Revised Section 508
  • 501 (Web)(Software)
  • 504.2 (Authoring Tool)
  • 602.3 (Support Docs)
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: **Supports**
	Authoring Tool: N/A
		Fully supports logical focus order across the website, support documentation and software products.

2.4.4 Link Purpose (In Context) (Level A)
Also applies to:
EN 301 549 Criteria
  • 9.2.4.4 (Web)
  • 10.2.4.4 (Non-web document)
  • 11.2.4.4 (Open Functionality Software)
  • 11.2.4.4 (Closed Software
  • 11.8.2 (Authoring Tool)
  • 12.1.2 (Product Docs)
  • 12.2.4 (Support Docs)
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: **Supports**
	Authoring Tool: N/A
		Fully supported on the web site and support site. Any links to web content within the software also contain text explaining the link.

Revised Section 508
   • 501 (Web)(Software)
   • 504.2 (Authoring Tool)
   • 602.3 (Support Docs)		

2.5.1 Pointer Gestures (Level A 2.1 only)
Also applies to:
EN 301 549 Criteria
   • 9.2.5.1 (Web)
   • 10.2.5.1 (Non-web document)
   • 11.2.5.1 (Open Functionality Software)
   • 11.2.5.1 (Closed Software)
   • 11.8.2 (Authoring Tool)
   • 12.1.2 (Product Docs)
   • 12.2.4 (Support Docs)
Revised Section 508 – Does not apply
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: **Supports**
	Authoring Tool: N/A
		Read&Write does not use multipoint gestures

2.5.2 Pointer Cancellation (Level A 2.1 only)
Also applies to:
EN 301 549 Criteria
   • 9.2.5.2 (Web)
   • 10.2.5.2 (Non-web document)
   • 11.2.5.2 (Open Functionality Software)
   • 11.2.5.2 (Closed Software)
   • 11.8.2 (Authoring Tool)
   • 12.1.2 (Product Docs)
   • 12.2.4 (Support Docs)
Revised Section 508 – Does not apply
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: **Supports**
	Authoring Tool: N/A
		All support pages work using standard click events which trigger on the mouse up event. One feature of the software ScreenShot Reader does use a dragging window that captures an area of the screen and so executes the drag on mouse down but the drag is cancelled on up click.

2.5.3 Label in Name (Level A 2.1 only)
Also applies to:
EN 301 549 Criteria
   • 9.2.5.3 (Web)
   • 10.2.5.3 (Non-web document)
   • 11.2.5.3.1 (Open Functionality Software)
   • 11.2.5.3.2 (Closed Software)
   • 11.8.2 (Authoring Tool)
   • 12.1.2 (Product Docs)
   • 12.2.4 (Support Docs)
Revised Section 508 – Does not apply
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: **Supports**
	Authoring Tool: N/A
		Support pages text and labels are exposed as 'Name' through accessibility tools as are labels within the software.

2.5.4 Motion Actuation (Level A 2.1 only) Also applies to: EN 301 549 Criteria ● 9.2.5.4 (Web) ● 10.2.5.4 (Non-web document) ● 11.2.5.4 (Open Functionality Software) ● 11.2.5.4 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Read&Write and supporting web pages have no motion based features or functionality.
3.1.1 Language of Page (Level A) Also applies to: EN 301 549 Criteria ● 9.3.1.1 (Web) ● 10.3.1.1 (Non-web document) ● 11.3.1.1.1 (Open Functionality Software) ● 11.3.1.1.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **N/A** Authoring Tool: N/A	Fully supported on the web site and support site.
3.2.1 On Focus (Level A) Also applies to: EN 301 549 Criteria ● 9.3.2.1 (Web) ● 10.3.2.1 (Non-web document) ● 11.3.2.1 (Open Functionality Software) ● 11.3.2.1 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Fully supported. Changes of focus in Read&Write, the texthelp website and support pages do not change the context of the webpage or the dialogs.

● 602.3 (Support Docs)		
3.2.2 On Input (Level A) Also applies to: EN 301 549 Criteria ● 9.3.2.2 (Web) ● 10.3.2.2 (Non-web document) ● 11.3.2.2 (Open Functionality Software) ● 11.3.2.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Partially Supports** Authoring Tool: N/A	Fully supported on the support website. The only changes of context in the Read&Write software are on the selection of the web dictionary or Fact Finder feature which opens a separate web page to provide a dictionary definition or a search result. This occurs after a user triggered event to use the feature.
3.3.1 Error Identification (Level A) Also applies to: EN 301 549 Criteria ● 9.3.3.1 (Web) ● 10.3.3.1 (Non-web document) ● 11.3.3.1.1 (Open Functionality Software) ● 11.3.3.1.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Any validation errors on use of the website or support pages are displayed in text form. Any errors upon use of the software are displayed in text form.
3.3.2 Labels or Instructions (Level A) Also applies to: EN 301 549 Criteria ● 9.3.3.2 (Web) ● 10.3.3.2 (Non-web document) ● 11.3.3.2 (Open Functionality Software) ● 11.3.3.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Fully supported. Labels are supplied on or alongside controls that require input in the Read&Write software and the support web pages.

● 12.2.4 (Support Docs)
Revised Section 508
    ● 501 (Web)(Software)
    ● 504.2 (Authoring Tool)
    ● 602.3 (Support Docs)		

4.1.1 Parsing (Level A)
Also applies to:
EN 301 549 Criteria
    ● 9.4.1.1 (Web)
    ● 10.4.1.1 (Non-web document)
    ● 11.4.1.1.1 (Open Functionality Software)
    ● 11.4.1.1.2 (Closed Software) – Does not apply
    ● 11.8.2 (Authoring Tool)
    ● 12.1.2 (Product Docs)
    ● 12.2.4 (Support Docs)
Revised Section 508
    ● 501 (Web)(Software)
    ● 504.2 (Authoring Tool)
    ● 602.3 (Support Docs)
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: **Supports**
	Authoring Tool: N/A
		Fully supported. No missing tags or duplicate attributes errors upon validation of support.texthelp.com website.

4.1.2 Name, Role, Value (Level A)
Also applies to:
EN 301 549 Criteria
    ● 9.4.1.2 (Web)
    ● 10.4.1.2 (Non-web document)
    ● 11.4.1.2.1 (Open Functionality Software)
    ● 11.4.1.2.2 (Closed Software) – Not required
    ● 11.8.2 (Authoring Tool)
    ● 12.1.2 (Product Docs)
    ● 12.2.4 (Support Docs)
Revised Section 508
    ● 501 (Web)(Software)
    ● 504.2 (Authoring Tool)
    ● 602.3 (Support Docs)
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: **Supports**
	Authoring Tool: N/A
		Fully supported. Standards compliant html is used in the support website and tests for accessibility for screen readers is part of the Read&Write software test plan.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations

1.2.4 Captions (Live) (Level AA)
Also applies to:
EN 301 549 Criteria
   ● 9.1.2.4 (Web)
   ● 10.1.2.4 (Non-web document)
   ● 11.1.2.4 (Open Functionality Software)
   ● 11.1.2.4 (Closed Software)
   ● 11.8.2 (Authoring Tool)
   ● 12.1.2 (Product Docs)
   ● 12.2.4 (Support Docs)
Revised Section 508
   ● 501 (Web)(Software)
   ● 504.2 (Authoring Tool)
   ● 602.3 (Support Docs)
	Web: **N/A**
	Electronic Docs: **N/A**
	Software: **N/A**
	Authoring Tool: N/A
		Read&Write does not create any live webcasts or music casts which would need captioned.

1.2.5 Audio Description (Prerecorded) (Level AA)
Also applies to:
EN 301 549 Criteria
   ● 9.1.2.5 (Web)
   ● 10.1.2.5 (Non-web document)
   ● 11.1.2.5 (Open Functionality Software)
   ● 11.1.2.5 (Closed Software)
   ● 11.8.2 (Authoring Tool)
   ● 12.1.2 (Product Docs)
   ● 12.2.4 (Support Docs)
Revised Section 508
   ● 501 (Web)(Software)
   ● 504.2 (Authoring Tool)
   ● 602.3 (Support Docs)
	Web:
	Partially Supports
	Electronic Docs: **Supports**
	Software: N/A
	Authoring Tool: N/A
		Read&Write training videos do not have audio descriptions, however alternate media (Text or HTML) support articles exist. Transcripts exist. Meeting 1.2.3 (a)

1.3.4 Orientation (Level AA 2.1 only)
Also applies to:
EN 301 549 Criteria
   ● 9.1.3.4 (Web)
   ● 10.1.3.4 (Non-web document)
   ● 11.1.3.4 (Open Functionality Software)
   ● 11.1.3.4 (Closed Software)
   ● 11.8.2 (Authoring Tool)
   ● 12.1.2 (Product Docs)
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: **Supports**
	Authoring Tool: N/A
		Read&Writes features can be resized and the supporting documentation web content reflows to support portrait or landscape orientations.

● 12.2.4 (Support Docs) Revised Section 508 – Does not apply		
1.3.5 Identify Input Purpose (Level AA 2.1 only) Also applies to: EN 301 549 Criteria ● 9.1.3.5 (Web) ● 10.1.3.5 (Non-web document) ● 11.1.3.5.1 (Open Functionality Software) ● 11.1.3.5.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Read&Write and supporting web pages do not have input areas for user input details requiring autocomplete within fields.
1.4.3 Contrast (Minimum) (Level AA) Also applies to: EN 301 549 Criteria ● 9.1.4.3 (Web) ● 10.1.4.3 (Non-web document) ● 11.1.4.3 (Open Functionality Software) ● 11.1.4.3 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Partially Supports** Authoring Tool: N/A	Fully Supported. The software, the website and the font weights and colors that create the required contrast level.
1.4.4 Resize text (Level AA) Also applies to: EN 301 549 Criteria ● 9.1.4.4 (Web) ● 10.1.4.4 (Non-web document) ● 11.1.4.4.1 (Open Functionality Software) ● 11.1.4.4.2 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Fully supported. Html standards are adhered to in the support website allowing text to be zoomed by the browser to 200%. Read&Write PDF viewer also has a feature that allows the text to be zoomed and rendered accurately up to 200%

● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)		
1.4.5 Images of Text (Level AA) Also applies to: EN 301 549 Criteria ● 9.1.4.5 (Web) ● 10.1.4.5 (Non-web document) ● 11.1.4.5.1 (Open Functionality Software) ● 11.1.4.5.2 (Closed Software) – Does not apply ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Fully supported. The only images of text used on the support website and in the Read&Write software are company logos.
1.4.10 Reflow (Level AA 2.1 only) Also applies to: EN 301 549 Criteria ● 9.1.4.10 (Web) ● 10.1.4.10 (Non-web document) ● 11.1.4.10 (Open Functionality Software) ● 11.1.4.10 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: **Partially Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	The application support pages fully support reflow, the Texthelp website doesn't support reflow currently on some pages. The software supports reflow, all functionality can be accessed at specified screen dimensions without non-intuitive scrolling.
1.4.11 Non-text Contrast (Level AA 2.1 only) Also applies to: EN 301 549 Criteria ● 9.1.4.11 (Web) ● 10.1.4.11 (Non-web document) ● 11.1.4.11 (Open Functionality Software) ● 11.1.4.11 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Closed: N/A Authoring Tool: N/A	Support documentation and software creates the required contrast level

Revised Section 508 – Does not apply		

1.4.12 Text Spacing (Level AA 2.1 only)
Also applies to:
EN 301 549 Criteria
    ● 9.1.4.12 (Web)
    ● 10.1.4.12 (Non-web document)
    ● 11.1.4.12 (Open Functionality Software)
    ● 11.1.4.12 (Closed Software)
    ● 11.8.2 (Authoring Tool)
    ● 12.1.2 (Product Docs)
    ● 12.2.4 (Support Docs)
Revised Section 508 – Does not apply
	Web: N/A
	Electronic Docs: N/A
	Software: **Supports**
	Authoring Tool: N/A
		Read&Write web components should not be affected or will dynamically update with scroll bars to text changes.

1.4.13 Content on Hover or Focus (Level AA 2.1 only)
Also applies to:
EN 301 549 Criteria
    ● 9.1.4.13 (Web)
    ● 10.1.4.13 (Non-web document)
    ● 11.1.4.13 (Open Functionality Software)
    ● 11.1.4.13 (Closed Software)
    ● 11.8.2 (Authoring Tool)
    ● 12.1.2 (Product Docs)
    ● 12.2.4 (Support Docs)
Revised Section 508 – Does not apply
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: **Does Not Support**
	Authoring Tool: N/A
		The website and Support website use standard tooltips which do get removed using default browser behaviour when the escape key is pressed. See Read&Write Accessibility Roadmap document for outstanding accessibility issues

2.4.5 Multiple Ways (Level AA)
Also applies to:
EN 301 549 Criteria
    ● 9.2.4.5 (Web)
    ● 10.2.4.5 (Non-web document) – Does not apply
    ● 11.2.4.5 (Open Functionality Software) – Does not apply
    ● 11.2.4.5 (Closed Software) – Does not apply
    ● 11.8.2 (Authoring Tool)
    ● 12.1.2 (Product Docs)
    ● 12.2.4 (Support Docs)
Revised Section 508
    ● 501 (Web)(Software) – Does not apply to non-web software
    ● 504.2 (Authoring Tool)
    ● 602.3 (Support Docs) – Does not apply to non-web docs
	Web: **Supports**
	Electronic Docs: **Supports**
	Software: N/A
	Authoring Tool: N/A
		Fully supported. The Texthelp website and the support website have a search facility displaying links to pages on the sites. This is in addition to navigation via the home pages.

2.4.6 Headings and Labels (Level AA) Also applies to: EN 301 549 Criteria ● 9.2.4.6 (Web) ● 10.2.4.6 (Non-web document) ● 11.2.4.6 (Open Functionality Software) ● 11.2.4.6 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Fully supported. Read&Write provides descriptive labels for features and interactive components. All pages in the support website have descriptive headings related to their content.
2.4.7 Focus Visible (Level AA) Also applies to: EN 301 549 Criteria ● 9.2.4.7 (Web) ● 10.2.4.7 (Non-web document) ● 11.2.4.7 (Open Functionality Software) ● 11.2.4.7 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **Supports** Electronic Docs: **Supports** Software: **Partially Supported** Authoring Tool: N/A	Read&write software visually indicates that keyboard focus is only on one possible location in the software. The Texthelp website indicates focus via a rectangle surrounding the focused element. See Read&Write Accessibility Roadmap document for outstanding accessibility issues
3.1.2 Language of Parts (Level AA) Also applies to: EN 301 549 Criteria ● 9.3.1.2 (Web) ● 10.3.1.2 (Non-web document) ● 11.3.1.2 (Open Functionality Software) – Does not apply ● 11.3.1.2 (Closed Software) – Does not apply ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs)	Web: **Supports** Electronic Docs: **N/A** Software: N/A Authoring Tool: N/A	The language attribute is used in the support web pages and in the main Texthelp website.

Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)		
3.2.3 Consistent Navigation (Level AA) Also applies to: EN 301 549 Criteria ● 9.3.2.3 (Web) ● 10.3.2.3 (Non-web document) – Does not apply ● 11.3.2.3 (Open Functionality Software) – Does not apply ● 11.3.2.3 (Closed Software) – Does not apply ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) – Does not apply to non-web software ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) – Does not apply to non-web docs	Web: **Supports** Electronic Docs: **Supports** Software: N/A Authoring Tool: N/A	Fully supported. The website and Support website use consistent labelling and alternative text for descriptions. This is enforced using a style guide and applying CSS mechanisms on these sites.
3.2.4 Consistent Identification (Level AA) Also applies to: EN 301 549 Criteria ● 9.3.2.4 (Web) ● 10.3.2.4 (Non-web document) – Does not apply ● 11.3.2.4 (Open Functionality Software) – Does not apply ● 11.3.2.4 (Closed Software) – Does not apply ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) – Does not apply to non-web software ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) – Does not apply to non-web docs	Web: **Supports** Electronic Docs: **Supports** Software: N/A Authoring Tool: N/A	Fully supported. The website and Support website use consistent labelling and alternative text for descriptions. This is enforced using a style guide and applying CSS mechanisms on these sites.
3.3.3 Error Suggestion (Level AA) Also applies to: EN 301 549 Criteria ● 9.3.3.3 (Web) ● 10.3.3.3 (Non-web document) ● 11.3.3.3 (Open Functionality Software)	Web: **Supports** Electronic Docs: **Supports** Software: **Supports** Authoring Tool: N/A	Fully supported. In Read&Write in most cases input is controlled via dropdown lists or radio buttons. Where text input is required text error messages indicating the error like "no word definition found" are displayed. In the Support website pages input is via predefined

● 11.3.3.3 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)		menu items or via a text search. A no results found message is the only error message returned here.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: EN 301 549 Criteria ● 9.3.3.4 (Web) ● 10.3.3.4 (Non-web document) ● 11.3.3.4 (Open Functionality Software) ● 11.3.3.4 (Closed Software) ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs)	Web: **N/A** Electronic Docs: **N/A** Software: **N/A** Authoring Tool: N/A	Read&write does not require the user to submit information in this way.
4.1.3 Status Messages (Level AA 2.1 only) Also applies to: EN 301 549 Criteria ● 9.4.1.3 (Web) ● 10.4.1.3 (Non-web document) ● 11.4.1.3 (Open Functionality Software) ● 11.4.1.3 (Closed Software) – Does not apply ● 11.8.2 (Authoring Tool) ● 12.1.2 (Product Docs) ● 12.2.4 (Support Docs) Revised Section 508 – Does not apply	Web: **N/A** Electronic Docs: **N/A** Software: **Does Not Support** Authoring Tool: N/A	Status messages don't apply to the website or the support pages. See Read&Write Accessibility Roadmap document for outstanding accessibility issues

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Notes:

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

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Partially Supports	Read&Write supports screen readers on Windows and Voiceover on Mac. Support web pages are readable by a screen reader. Read&Write training videos do not have audio descriptions, however transcripts exist and alternate media (Text or HTML) support articles exist. See [Read&Write Accessibility Roadmap](#) document for outstanding accessibility issues
302.2 With Limited Vision	Supports	Operating System high contrast can be applied. Browser Zoom and Screen magnification apps are supported. Google supplies a High contrast extension that applies to our application in web pages but not in Google Docs. Our Screen Masking tool provides additional control of contrast and colors of the focused area under the mouse.
302.3 Without Perception of Color	Supports	Read&Write does not require color perception
302.4 Without Hearing	Partially Supports	Read&Write only provides audio from already visible on screen text. All training video content created for Read&Write is captioned on Youtube.

		Occasionally a support team member may create an ad-hoc video and post it to respond to a specific user and it may not be captioned.
302.5 With Limited Hearing	Supports	Read&Write provides options to use different voices with different levels of clarity. Read&Write responds to the system volume.
302.6 Without Speech	Supports	Read&Write can be operated without the need for speech input.
302.7 With Limited Manipulation	Partially Supports	ead & Write, the support site and its documentation are all fully keyboard accessible. The order and removal of any keyboard traps are taken care of by our software quality test plan. See Read&Write Accessibility Roadmap document for outstanding accessibility issues
302.8 With Limited Reach and Strength	Supports	Does not apply
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	Read&Write offers text to speech within itself as well as inside other applications that it integrates with. Its Word Prediction and Picture Dictionary features provide additional support for users with learning difficulties

Chapter 4: Hardware - Not Applicable

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.1 section	See information in WCAG 2.1 section
502 Interoperability with Assistive Technology		

502.2.1 User Control of Accessibility Features	Supports	The Read&write Text to speech accessibility feature can be controlled through the speech options panels. The screen masking feature also has setting for adjusting its operation
502.2.2 No Disruption of Accessibility Features	Partially Supports	OS Accessibility features supported in Read&Write for Windows and Mac. The High contrast extension in Google Chrome only applies to web pages and not Google Docs, however the software's Screen Masking feature can create a similar effect. See Read&Write Accessibility Roadmap document for outstanding accessibility issues
502.3 Accessibility Services		
502.3.1 Object Information	Supports	Read&Write provides this information to the platforms accessible interfaces.
502.3.2 Modification of Object Information	Supports	Where the platform accessibility frameworks provide the option Read&Write UI states and properties can be set programmatically
502.3.3 Row, Column, and Headers	Supports	Read&Write UI table components have the proper association of header cells and data cells and those relationships can be determined programmatically.
502.3.4 Values	Supports	Read&Write UI values and range of values can be determined programmatically.
502.3.5 Modification of Values	Supports	Read&Write values of UI that users can adjust can also be set through assistive technology.
502.3.6 Label Relationships	Supports	Read&Write label relationships can be programmatically determined.
502.3.7 Hierarchical Relationships	Supports	Read&Write provides hierarchical relationships that can be programmatically determined.

502.3.8 Text	Supports	Read&Write text components provide programmatically determinable details.
502.3.9 Modification of Text	Supports	Read&Write text components can be set programmatically through assistive technology.
502.3.10 List of Actions	Supports	All actions that can be set on a Read&Write component can be determined programmatically.
502.3.11 Actions on Objects	Supports	Read&Write supports the ability for assistive technology to programmatically execute available actions.
502.3.12 Focus Cursor	Supports	Read&Write relies on the operating system or the browser's capabilities to provide an on-screen indication of current focus and exposes the information and mechanisms needed.
502.3.13 Modification of Focus Cursor	Supports	Read&Write either conforms to these standards where the capability exists or does not support the capability for any user.
502.3.14 Event Notification	Supports	Read&Write events relevant to the user's interaction are also available to assistive technology.
502.4 Platform Accessibility Features	Supports	Read&Write conforms to these standards where the capability exists.
503 Applications		
503.2 User Preferences	Supports	Read&Write honors the user settings from a user's browser and/or operating system.
503.3 Alternative User Interfaces	Supports	Read&Write supports assistive technology and has no known conflicts with accessibility features provided by the operating system or the browser
503.4 User Controls for Captions and Audio Description		
503.4.1 Caption Controls	Supports	Read&Write software does not contain audio or video content.
503.4.2 Audio Description Controls	Supports	Read&Write software does not contain audio or video content.

504 Authoring Tools		
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	See WCAG 2.1 section	See information in WCAG 2.1 section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	N/A	Read&Write is not an authoring tool
504.2.2 PDF Export	N/A	
504.3 Prompts	N/A	
504.4 Templates	N/A	

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope		
602 Support Documentation		
602.2 Accessibility and Compatibility Features	Supports	Read&Write's accessibility features are documented in our support pages. Support of other accessibility tools such as JAWS and Mac Voice Over are also mentioned in the support pages.
602.3 Electronic Support Documentation	See WCAG 2.1 section	See information in WCAG 2.1 section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	Documentation will be provided in alternate formats upon request with no additional charge.
603 Support Services		
603.2 Information on Accessibility and Compatibility Features	Supports	Texthelp support will provide this information upon request at no additional charge.
603.3 Accommodation of Communication Needs	Supports	Texthelp support provides multiple channels for user communication as needed. E.G. Email, telephone and video conference and remote access support.

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Notes:

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

Notes:

Criteria	Conformance Level	Remarks and Explanations
4.2.1 Usage without vision	Partially Supports	Read&Write supports screen readers on Windows and Voiceover on Mac. Support web pages are readable by a screen reader. Read&Write training videos do not have audio descriptions, however transcripts exist and alternate media (Text or HTML) support articles exist. See [Read&Write Accessibility Roadmap](#) document for outstanding accessibility issues
4.2.2 Usage with limited vision	Supports	Operating System high contrast can be applied. Browser Zoom and Screen magnification apps are supported. Google supplies a High contrast extension that applies to our application in web pages but not in Google Docs. Our Screen Masking tool provides additional control of contrast and colors of the focused area under the mouse.
4.2.3 Usage without perception of colour	Supports	Read&Write does not require color perception
4.2.4 Usage without hearing	Partially Supports	Read&Write only provides audio from already visible on screen text.

		All training video content created for Read&Write is captioned on Youtube. Occasionally a support team member may create an ad-hoc video and post it to respond to a specific user and it may not be captioned.
4.2.5 Usage with limited hearing	Supports	Read&Write provides options to use different voices with different levels of clarity. Read&Write responds to the system volume.
4.2.6 Usage with no or limited vocal capability	Supports	Read&Write can be operated without the need for speech input.
4.2.7 Usage with limited manipulation or strength	Supports	Does not apply
4.2.8 Usage with limited reach	Supports	Does not apply
4.2.9 Minimize photosensitive seizure triggers	Supports	Read&Write does not use flashing on and off within any of its features
4.2.10 Usage with limited cognition, language or learning	Supports	Read&Write offers text to speech within itself as well as inside other applications that it integrates with. Its Word Prediction and Picture Dictionary features provide additional support for users with learning difficulties
4.2.11 Privacy	Supports	Read&Write offers control of speech feedback and volume which allows users to use the software with improved privacy. Read&Write does not read out characters that have been masked.

Chapter 5: Generic Requirements

Notes:

Criteria	Conformance Level	Remarks and Explanations
5.1 Closed functionality		
5.1.2 General		
5.1.2.1 Closed functionality	See 5.2 through 13	See information in 5.2 through 13

5.1.2.2 Assistive technology	See 5.1.3 through 5.1.6	See information in 5.1.3 through 5.1.6
5.1.3 Non-visual access		
5.1.3.1 Audio output of visual information	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.2 Auditory output delivery including speech	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.3 Auditory output correlation	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.4 Speech output user control	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.5 Speech output automatic interruption	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.6 Speech output for non-text content	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.7 Speech output for video information	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.8 Masked entry	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.9 Private access to personal data	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings

5.1.3.10 Non-interfering audio output	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.11 Private listening volume	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.12 Speaker volume	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.13 Volume reset	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.14 Spoken languages	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.15 Non-visual error identification	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.3.16 Receipts, tickets, and transactional outputs	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.4 Functionality closed to text enlargement	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.5 Visual output for auditory information	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.6 Operation without keyboard interface		
5.1.6.1 Closed functionality	See 5.1.3.1 through 5.1.3.16	See information in 5.1.3.1 through 5.1.3.16

5.1.6.2 Input focus	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.1.7 Access without speech	Not Applicable	Read&Write is not a closed application. It exposes its contents to assistive technologies and responds to operating system settings
5.2 Activation of accessibility features	Supports	Read&Write's Text to Speech features can be triggered using either mouse or keyboard.
5.3 Biometrics	Not Applicable	Read&Write does not use uses biological characteristics
5.4 Preservation of accessibility information during conversion	Not Applicable	Read&Write is not an authoring tool.
5.5 Operable parts		
5.5.1 Means of operation	Not Applicable	Read&Write does not require grasping, pinching, or twisting of the wrist to operate.
5.5.2 Operable parts discernibility	Not Applicable	Read&Write does not require grasping, pinching, or twisting of the wrist to operate.
5.6 Locking or toggle controls		
5.6.1 Tactile or auditory status	Not Applicable	Read&Write is not a Keyboard.
5.6.2 Visual status	Not Applicable	Read&Write is not a Keyboard.
5.7 Key repeat	Not Applicable	Read&Write is not a Keyboard.
5.8 Double-strike key acceptance	Not Applicable	Read&Write is not a Keyboard.
5.9 Simultaneous user actions	Supports	Read&Write has feature Keyboard shortcuts that require multiple keys to be pressed but the user can simply use the mouse to operate the feature.

Chapter [6: ICT with Two-Way Voice Communication](#) - Not Applicable

Chapter [7: ICT with Video Capabilities](#) - Not Applicable

Chapter [8: Hardware](#) - Not Applicable

Chapter [9: Web](#) *(see [WCAG 2.1 section](#))*

Chapter [10: Non-Web Software](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
10.0 General (informative)		
10.1.1.1 through 10.4.1.3	See [WCAG 2.](#)1 section	See information in WCAG 2.1 section
10.5 Caption positioning	Not Applicable	Read&Write does not create non-web documents that contains synchronized media with captions
10.6 Audio description timing	Not Applicable	Read&Write does not create non-web documents that contains synchronized media with captions

Chapter [11: Software](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
11.0 General (informative)		
11.1.1.1 through 11.4.1.3	See [WCAG 2.](#)1 section	See information in WCAG 2.1 section
11.5 Interoperability with assistive technology		
11.5.1 Closed functionality		
11.5.2 Accessibility services		
11.5.2.1 Platform accessibility service support for software that provides a user interface	See 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17
11.5.2.2 Platform accessibility service support for assistive technologies	See 11.5.2.5 through 11.5.2.17	See information in 11.5.2.5 through 11.5.2.17

11.5.2.3 Use of accessibility services	Supports	Read&Write is written using frameworks created for the operating system. The accessibility provisions in these frameworks are used to expose the softwares content to accessibility frameworks of the operating system being used.
11.5.2.4 Assistive technology	Supports	Read&Write uses embedded OS APIs to provide assistive technology features
11.5.2.5 Object information	Supports	Read&Write provides this information to the platforms accessible interfaces.
11.5.2.6 Row, column, and headers	Supports	Read&Write UI table components have the proper association of header cells and data cells and those relationships can be determined programmatically.
11.5.2.7 Values	Supports	Read&Write UI values and range of values can be determined programmatically.
11.5.2.8 Label relationships	Supports	Read&Write label relationships can be programmatically determined.
11.5.2.9 Parent-child relationships	Supports	Read&Write allows parent-child relationships to be programmatically determined.
11.5.2.10 Text	Supports	Read&Write text components provide programmatically determinable details.
11.5.2.11 List of available actions	Supports	All actions that can be set on a Read&Write component can be determined programmatically.
11.5.2.12 Execution of available actions	Supports	Read&Write supports the ability for assistive technology to programmatically execute available actions.
11.5.2.13 Tracking of focus and selection attributes	Supports	Read&Write relies on the operating system or the browser's capabilities to provide an on-screen indication of current focus and exposes the information and mechanisms needed.

11.5.2.14 Modification of focus and selection attributes	Supports	Read&Write either conforms to these standards where the capability exists or does not support the capability for any user.
11.5.2.15 Change notification	Supports	Read&Write change events relevant to the user's interaction are also available to assistive technology.
11.5.2.16 Modifications of states and properties	Supports	Read&Write's user interface elements can be change by assistive technologies to programmatically modify states and properties
11.5.2.17 Modifications of values and text	Supports	Read&Write's user interface elements can be change by assistive technologies to programmatically modify values and text
11.6 Documented accessibility usage		
11.6.1 User control of accessibility features	Not Applicable	Read&Write is not a platform
11.6.2 No disruption of accessibility features	Not Applicable	Read&Write does not disrupt accessibility features defined in he platform
11.7 User preferences	Supports	Read&Write follow the values of the user preferences for platform settings
11.8 Authoring tools		
11.8.1 Content technology		
11.8.2 Accessible content creation	See WCAG 2.1 section (If not authoring tool, enter "Not Applicable")	See information in WCAG 2.1 section
11.8.3 Preservation of accessibility information in transformations	Not Applicable	Read&Write is not an authoring tool
11.8.4 Repair assistance	Not Applicable	Read&Write is not an authoring tool
11.8.5 Templates	Not Applicable	Read&Write is not an authoring tool

Chapter 12: Documentation and Support Services

Notes:

Criteria	Conformance Level	Remarks and Explanations

12.1 Product documentation		
12.1.1 Accessibility and compatibility features	Supports	Read&Write's accessibility features are documented in our support pages. Support of other accessibility tools such as JAWS and Mac Voice Over are also mentioned in the support pages.
12.1.2 Accessible documentation	See [WCAG 2.]1 section	See information in WCAG 2.1 section
12.2 Support Services		
12.2.2 Information on accessibility and compatibility features	Supports	Texthelp support will provide this information upon request at no additional charge.
12.2.3 Effective communication	Supports	Texthelp support provides multiple channels for user communication as needed. E.G. Email, telephone and video conference and remote access support.
12.2.4 Accessible documentation	See [WCAG 2.]1 section	See information in WCAG 2.1 section

Chapter [13: ICT Providing Relay or Emergency Service Access](#) - Not Applicable

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