

## DATA PROCESSING AGREEMENT

This Data Processing AGREEMENT (the “DPA”) is made on ..... (the “Effective Date”):

### BETWEEN:

- (1) **Modern Management Institute Foundation** - a non-profit legal entity incorporated and existing under the laws of Republic of Bulgaria, registered in the Commercial register and the Register of non-profit legal entities under unified identification code (UIC) 176825305, having its seat and registered office at Sofia, 1784, Mladost District, Mladost 2 Residential Area, buil. 225, entr. 2, app. 29, (“KEDEHub”) and
  - (2) \_\_\_\_\_ - a company incorporated and existing under the laws of \_\_\_\_\_, registered in \_\_\_\_\_, having its seat and registered office at \_\_\_\_\_, (**the “Customer”**)
- each a “party” and together the “parties”.

and for which, in each case, the Customer is the Data Controller and the Personal Data is Processed by KEDEhub in the course of performance of the Services.

### BACKGROUND:

- (A) The Customer has appointed KEDEhub for the provision of services relating allowing Customer to measure performance, identify areas of improvement and better understand their internal software development process to ultimately maximize productivity (the “Services”) pursuant to a Service Agreement executed between the parties (the “Agreement”). All capitalised terms not defined herein shall have the meaning set forth in the Agreement.
- (B) This DPA forms part of the Agreement to reflect the parties’ agreement with regards to the processing of Customer Data, including Personal Data, in accordance with the requirements of the Data Protection Legislation.
- (C) In the course of providing the Services to the Customer pursuant to the Agreement, KEDEhub may Process Personal Data on behalf of the Customer.
- (D) The types of Personal Data and categories of Data Subjects Processed by KEDEhub, when acting as a Processor, under this DPA are further specified in Schedule 1 to this DPA.

“Regulator” means a supervisory authority in relevant jurisdictions with authority under Data Protection Legislation over all or any part of the Processing of Personal Data pursuant to the Agreement.

“Security Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

“Sub-Processor” means any Data Processor engaged by KEDEhub who agrees to Process Personal Data on behalf of the Data Controller.

“Technical and Organisational Measures” means the technical and organisational measures considered by the parties taking into account Article 32 of the GDPR, as set out in Schedule 2 to this DPA.

### AGREED TERMS:

#### 1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement.

“Data Controller”, “Data Processor”, “Data Subject”, “Processing”, “Process” and “Processed” each have the meaning set out in the Data Protection Legislation.

“Data Protection Legislation” and “Data Protection Laws” mean Regulation (EU) 2016/679 (the “GDPR”) and any national implementing legislation; as amended or replaced from time to time or, in the absence of such laws, all legislation, regulation, and mandatory guidance or mandatory codes of practice applicable to the Processing of Personal Data pursuant to the Agreement.

“European Commission’s Standard Contractual Clauses” means an agreement setting out the clauses contained within the standard agreement approved by the European Commission for transfer of Personal Data outside the EEA under the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (as amended and supplemented from time to time).

“Personal Data” has the meaning set out in the Data Protection Legislation and relates only to Personal Data, or any part of such Personal Data:

- (a) supplied to KEDEhub by or on behalf of the Customer; and/or
- (b) obtained by, or created by, KEDEhub on behalf of the Customer in the course of delivery of the Services,

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this DPA.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedules form part of this DPA and shall have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Schedules.

- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.8 A reference to **writing** or **written** includes faxes and email.

- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.10 A reference to this DPA or to any other agreement or document referred to in this DPA is a reference to this DPA or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this DPA) from time to time.

- 1.11 References to clauses and Schedules are to the clauses and Schedules of this DPA and references to paragraphs are to paragraphs of the relevant Schedule.

- 1.12 Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.13 In the case of conflict or ambiguity between any of the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail.

## 2. PROCESSING OF PERSONAL DATA

### 2.1 Roles of the Parties

- (a) The parties acknowledge and agree that with regard to the Processing of Personal Data, the Customer is the Data Controller, KEDEhub is a Data Processor and that KEDEhub may engage any Sub-Processors in accordance with the requirements set out in clause 4 below.
- (b) If, as a consequence of the KEDEhub's provision of the Services, a party considers that the relationship between them no longer corresponds to the intention of the parties stated in clause 2.1(a) above then it shall notify the other party and the parties shall discuss and agree in good faith such steps that may be required to confirm the parties' intention.

### 2.2 Customer's Processing of Personal Data

- (a) The Customer shall Process Personal Data in connection with the Services in accordance with the requirements of Data Protection Legislation.
- (b) The Customer's instructions for the Processing of Personal Data shall comply with Data Protection Legislation and will not require KEDEhub to undertake unlawful Processing activity in order to comply.
- (c) The Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and, where the Customer acquired the Personal Data, the means by which the Customer acquired Personal Data.
- (d) The Customer warrants and undertakes that:
  - (i) its disclosure of Personal Data to KEDEhub is limited to what is necessary in order for KEDEhub to perform the Services;
  - (ii) such Personal Data is accurate and up-to-date at the time that it is provided to KEDEhub and the Customer will promptly notify KEDEhub of any necessary corrections, amendments, deletions or restrictions; and
  - (iii) it has and will maintain the legal bases for Processing, including all necessary consents, and notices required to enable KEDEhub to lawfully Process Personal Data for the duration and purposes of the Services.

### 2.3 KEDEhub Processing of Personal Data

- (a) KEDEhub shall Process Personal Data in connection with the Services in accordance with the requirements of the Data Protection Legislation, and only as specified in the Customer's written instruction.
- (b) KEDEhub shall, giving advance notice to the Customer where unable to do so, only Process Personal Data on behalf of, and in accordance with, the Customer's written instructions, in each case to the extent permitted by law.
- (c) The Customer instructs KEDEhub to Process Personal Data for the purposes specified in Schedule 1 as amended or supplemented in writing from time to time, provided the Customer's instructions do not materially increase the scope of the Services.
- (d) The Customer agrees that it will reimburse KEDEhub for any costs incurred or payments paid as a result of any claim brought by a Data Subject arising in connection with KEDEhub's compliance with the Customer's instructions.
- (e) If KEDEhub reasonably believes the instructions provided by the Customer in relation to the Processing contravene Data Protection Laws, then KEDEhub shall notify the Customer, and may suspend the Processing until such time as the Customer provides new written instructions to KEDEhub which do not require KEDEhub to contravene applicable law, and KEDEhub shall be entitled to:

- (i) modify the Services so that they can be performed without requiring the relevant Processing, and without materially detracting from the overall performance of the Services; and/or
- (ii) cease to provide the relevant part of the Services which is dependent on the Processing, and KEDEhub shall not be responsible or liable for any delay in, or failure to provide, any Services dependent on such Processing.

- (f) KEDEhub shall ensure that any persons authorised by it to process Personal Data pursuant to this DPA will maintain the confidentiality of, and shall not disclose Personal Data to, any third parties without the Customer's prior consent, except as required by law or permitted by the Agreement. KEDEhub is permitted to disclose Personal Data to Sub-Processors engaged as described in clause 4.

## 3. RIGHTS OF DATA SUBJECTS

### 3.1 Correction, Blocking and Deletion

- (a) KEDEhub shall, to the extent permitted by law, notify the Customer upon receipt of any complaint or request (other than Data Subject Requests described in clause 3.2 or enquiries of Regulators described in clause 6 relating to (a) the Customer's obligations under Data Protection Legislation; or (b) Personal Data.
- (b) KEDEhub shall, at the Customer's cost, comply with any commercially reasonable written instructions from the Customer to facilitate any actions required pursuant to clause 3.1(a), within agreed timelines and to the extent KEDEhub is legally permitted to do so.

### 3.2 Data Subject Requests

- (a) KEDEhub shall, to the extent permitted by law, promptly notify the Customer if it receives a request from a Data Subject for access to, correction, amendment, restriction or deletion of that person's Personal Data.
- (b) KEDEhub shall provide the Customer with commercially reasonable cooperation and assistance in relation to handling of a Data Subject's request, within agreed timelines, to the extent permitted by law, and to the extent the Customer does not have access to or the ability to correct, amend, restrict or delete such Personal Data itself. The Customer shall be responsible for any costs arising from KEDEhub's provision of such assistance.

## 4. SUB-PROCESSORS

### 4.1 Appointment of Sub-Processors

- (a) The Customer acknowledges and agrees that KEDEhub may engage third-party Sub-Processors in connection with the provision of the Services, and, if requested by the Customer, KEDEhub shall make available to the Customer a current list of Sub-Processors engaged for the respective Services ("**Sub-Processor List**") and KEDEhub shall notify the Customer of any change made to the Sub-Processor list.
- (b) Where KEDEhub engages a Sub-Processor with whom the same terms cannot reasonably be imposed or negotiated (for example, but not limited to, where the Sub-Processor operates on fixed, non-negotiable terms) but where such terms are consistent with the obligations on Processors under Article 28 of the GDPR, provided KEDEhub has notified the Customer of the relevant sub-contractor terms, those sub-contractor terms shall:
  - (i) apply to the Processing carried out by the Sub-Processor;
  - (ii) be deemed to state that entire set of obligations, responsibility and liability of KEDEhub with respect to the relevant Processing, as though KEDEhub were carrying out that Processing under those sub-contractor terms in place of the Sub-Processor; and
  - (iii) be deemed by the Customer to provide sufficient guarantees and adequate safeguards in relation to the Processing.

### 4.2 Objection Right for new Sub-Processors

- (a) The Customer may (provided it has reasonable grounds for doing so), object to the engagement of a new Sub-Processor following notification in accordance with clause 4.1 above. The Customer

shall notify KEDEhub in writing, stating the reasons for the objection, within 5 business days after receipt of the notification. The Customer's failure to object in writing within such a time period shall constitute approval to use the new Sub-Processor.

- (b) In the event the Customer objects to the notification in accordance with clause 4.2(a) above, the Customer acknowledges that the inability to use a particular Sub-Processor may result in delay in performing the Services, inability to perform the Services and/or increased fees and KEDEhub shall not be responsible or liable for any delay in, or failure to provide, any affected Services. KEDEhub will notify the Customer in writing of any change to the Services or fees that would result from KEDEhub not using a particular Sub-Processor to which the Customer has objected.

## 5. SECURITY AND BREACH NOTIFICATION

- 5.1 KEDEhub implements and maintains Technical and Organizational Measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access. The Technical and Organizational Measures include measures to help ensure ongoing confidentiality, integrity, availability and resilience of KEDEhub's systems and services; to help restore timely access to Personal Data following an incident; and for regular testing of effectiveness. KEDEhub may update or modify the Technical and Organizational Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.
- 5.2 KEDEhub will take appropriate steps to ensure compliance with the Technical and Organizational Measures by its employees, contractors and Sub-processors to the extent applicable to their scope of performance, including ensuring that all persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 5.3 The Customer has assessed the level of security appropriate to the Processing in the context of its obligations under Data Protection Legislation and agrees that the Technical and Organisational Measures are consistent with such assessment.
- 5.4 KEDEhub shall, without undue delay, notify the Customer upon becoming aware of the occurrence of a Security Breach and provide the Customer with the necessary information of such Security Breach.
- 5.5 The parties agree to coordinate in good faith on developing the content of any required notices to the affected Data Subjects and/or the relevant Regulator(s) in connection with a Security Breach. The Customer shall make any notification to the Regulator(s) in accordance with its obligations under the GDPR.
- 5.6 KEDEhub will, at the Customer's cost, and without undue delay, take all reasonable measures to mitigate the consequences of the Security Breach.

## 6. NOTICES

- 6.1 KEDEhub shall promptly notify the Customer of any lawful request KEDEhub receives for disclosure of Personal Data by any Regulator, law enforcement or other government authority which relates to the Processing of Personal Data, the provision or receipt of the Services, or either party's obligations under this DPA, unless prohibited from doing so by law or by the Regulator.
- 6.2 Unless a Regulator requests in writing to engage directly with KEDEhub, or the parties (acting reasonably and taking into account the subject matter of the request) agree that KEDEhub shall, at the Customer's cost, handle a Regulator request itself, the Customer shall: (i) be responsible for all communications or correspondence in relation to the Processing of Personal Data and the provision or receipt of the Services (ii) keep KEDEhub informed of such communications or correspondence to the extent permitted by law; and (iii) fairly represent KEDEhub in all such communications or correspondence.

## 7. RETURN AND DELETION OF CUSTOMER DATA

Upon termination or expiration of the Services, or at the written request of the Customer, KEDEhub shall (at the Customer's selection), anonymize or return all Personal Data, save as necessary to keep it for compliance with legal or regulatory purposes. If Customer chooses anonymization: the Personal Data

shall be anonymized within 180 days from termination or expiration of the Services. Otherwise, KEDEhub shall cease to retain any documents containing Personal Data when it considers that (a) the purpose for which that Personal Data was collected is no longer being served by retention of the Personal Data; and (b) retention is no longer necessary for any business purposes or required by law. The parties agree that a certification of anonymization of Personal Data shall be provided by KEDEhub to the Customer only upon the Customer's request. The Customer acknowledges and agrees that KEDEhub shall have no liability for any losses arising from any inability on KEDEhub's part to provide the Services as a result of a request made by the Customer pursuant to this clause 7 during the course of the Agreement.

## 8. AUDITS AND ASSISTANCE

- 8.1 KEDEhub shall permit the Customer (or its appointed third party auditors) to audit compliance of KEDEhub with this DPA, and shall make available to the Customer information necessary for the Customer to conduct such audit, provided that the Customer gives KEDEhub reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to KEDEhub operations. The Customer will not exercise its audit rights more than once in any twelve (12) calendar month period, except if and when required by instruction of a Regulator.

## 9. DATA PROTECTION IMPACT ASSESSMENT

- 9.1 If KEDEhub believes or becomes aware that its Processing of the Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform the Customer and provide reasonable cooperation to the Customer in connection with any data protection impact assessment that may be required under the Data Protection Legislation.
- 9.2 Notwithstanding to the foregoing, KEDEhub shall, at the Customer's cost, provide the Customer with such assistance and information as may be reasonably required in order for the Customer to comply with any obligation to carry out a data protection impact assessment or to consult with a Regulator pursuant to the Data Protection Legislation.

## 10. DATA TRANSFERS OUTSIDE OF THE EEA

- 10.1 KEDEhub shall not process, store or transfer Personal Data outside of the European Economic Area ("EEA") without prior written authorisation from the Customer. KEDEhub is deemed to have authorisation to transfer data to a Sub-Processor if there is an adequacy decision or other valid lawful transfer mechanism in place (such as, but not limited to, the European Commission's Standard Contractual Clauses), as necessary for the provision of the Services.
- 10.2 Where a transfer outside the EEA is made, if the applicable transfer mechanism entered into ceases to be valid, KEDEhub may, at its option:
- enter into, and/or procure that any relevant Sub-Processor enters into, an appropriate alternative data transfer mechanism;
  - modify the Services so that they can be performed without requiring the relevant transfer, without materially detracting from the overall performance of the Services; or
  - cease to provide the relevant part of the Services which is dependent on the transfer,

and KEDEhub shall not be responsible or liable for any delay in, or failure to provide, any Services dependent on such Processing, save to the extent that it is responsible for the failure of the transfer mechanism.

- 10.3 If any Personal Data transferred between the Customer and KEDEhub requires execution of the European Commission's Standard Contractual Clauses in order to comply with the Data Protection Legislation, the parties will complete all relevant details in, and execute, the European Commission's Standard Contractual Clauses, and take all other actions required to legitimise the transfer. The Customer authorizes KEDEhub to enter into the European Commission's Standard Contractual Clauses with Sub-Processors on Customer's behalf and in its name where necessary to account for authorised transfers of, or access to, Personal Data outside the EEA.

**11. LIABILITY AND INDEMNITY**

- 11.1 The parties agree that the provisions of this DPA will not be subject to the limitations and exclusions of liability and other terms of the Agreement applicable to the Services in question.
- 11.2 Nothing in this DPA will exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 11.3 Subject to clause 11.2, neither party will be liable under this DPA for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known. KEDEhub's liability in respect of any breach of this DPA shall amount the direct damage suffered by the Customer but in any case not more than the total amount of the fees actually paid by the Customer.
- 11.4 Subject to Clause 11.3 KEDEhub shall indemnify and hold harmless the Customer against all losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses), fines and sanctions which may be incurred by the Customer as the result of any claim, suit, proceeding or Regulator action brought against the Customer directly arising out of any breach by KEDEhub of this DPA except:
  - (a) where KEDEhub has acted in accordance with the Customer's instructions, this DPA, the Data Protection Laws or other applicable laws; and
  - (b) to the extent that Customer or any third party acting on behalf of the Customer has breached this DPA or any applicable Data Protection Laws.
- 11.5 The Customer shall indemnify and hold harmless KEDEhub against all losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses), fines and sanctions which may be incurred by KEDEhub as the result of any claim, suit, proceeding or Regulator action brought or threatened against KEDEhub directly arising out of or in connection with KEDEhub complying with the Customer's written instructions regarding Personal Data Processing.
- 11.6 To claim under an indemnity set out in this DPA, the claiming party must:

- (a) give written notice of the underlying claim, suit, proceeding or Regulator action to the other as soon as reasonably practicable;
- (b) not making any admission of liability in relation to the underlying claim, suit, proceeding or Regulator action without the prior written consent of the other;
- (c) allow the other to conduct the defence of the underlying claim, suit, proceeding or Regulator action; and
- (d) at the other's expense, co-operate and assist to a reasonable extent with the defence of the underlying claim, suit, proceeding or Regulator action.

**12. LEGAL EFFECT**

This DPA shall only become legally binding between the Customer and KEDEhub on the Effective Date, if and once the Agreement has been executed. The provisions of this DPA shall survive the term of the Agreement perpetually or until KEDEhub has returned or anonymized all Personal Data in accordance with clause 7. This DPA will terminate when KEDEhub ceases to Process Personal Data, unless otherwise agreed in writing between the parties.

**13. GENERAL**

- 13.1 Neither party may assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this DPA without the prior written consent of the other party or as stated in this DPA.
- 13.2 This DPA, together with the Agreement into which it is incorporated, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.3 Except as expressly provided in this DPA, no variation of this DPA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.4 This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Bulgaria.
- 13.5 Each party irrevocably agrees that the Bulgarian courts shall have jurisdiction to settle any dispute or claim arising out of or in connection with this DPA or its subject matter or formation (including non-contractual disputes or claims).

**THIS DPA IS EXECUTED AS AN AGREEMENT** by the parties on the date set out above.

Signed by Dimitar Bakardzhiev Authorised signatory for and on behalf of KEDEhub	..... Signature
Signed by _____ Authorised signatory for and on behalf of [INSERT CUSTOMER NAME]	..... Signature

**SCHEDULE 1 – Description of the Processing of Personal Data**

1. **Subject Matter**

Provision of Services which include KEDEHub’s hosted services allowing Subscriber to measure performance, identify areas of improvement and better understand their internal software development process to ultimately maximize productivity pursuant to the **Service Agreement** executed between the parties.

2. **Nature**

By using the Services the Customer has granted KEDEhub a right to collect, record, store, organize, structure, adapt, retrieve, use, disclose Personal Data received from the Customer.

3. **Purpose**

- Provision of the Services.
- Utilizing statistics, data science, machine learning, and artificial intelligence using software systems and projects data from source control systems, defect tracking systems, code review repositories, archived communications between project personnel, question-and-answer sites, CI build servers, and run-time telemetry with the goal to:
  - improve software engineering practices;
  - understand software development and evolution;
  - empirically validate novel ideas and techniques;
  - support predictions about software development;
  - model and measure concepts such as human capital and learning organization
  - develop a system of indicators for human capital management

4. **Categories of Personal Data**

- Full names;
- Nickname;
- Email;
- Working and programming productivity

5. **Categories of Data Subjects**

- Software developers who are working and/or has been working over a software development projects of the Customer

6. **Recipients of the Personal Data and Data Transfers**

- Sub-contractors as specified in the table below;
- Authorized employees and contractors of KEDEhub.

Name	Service	Country
Amazon	Cloud Services and other IT services	Germany
SuperHosting	Hosting Services	Bulgaria

7. **Duration of the processing**

Until termination or expiration of the Service Agreement.

8. **Parties’ contact details regarding Personal Data**

**For the Customer:**

Names:

Email:

**For KEDEhub:**

Name: Dimitar Bakardzhiev

Email: [legal@modernmanagement.bg](mailto:legal@modernmanagement.bg)



## **SCHEDULE 2 – TECHNICAL AND ORGANISATIONAL MEASURES**

This Schedule sets out the particular Technical and Organisational Measures that KEDEhub shall apply to the Processing of Personal Data under this DPA, which the Customer agrees constitute sufficient guarantees for the purposes of Data Protection Legislation:

<b>Task / Measure type</b>	<b>Description of the measure</b>
Training & Awareness	Conducting regular training to all employees/contractors and new joiners regarding data protection and privacy.
Third Party Sub-Processors	Conducting Due diligence before entering into any relationship which includes processing of personal data.
Restricted Building Access	Locked Doors, restricted access to office premises for employees, access cancelled on employment termination.
Restricted Department Access	Restricted access to personal data in the separate departments.
Firewalls & Internet Gateways	Well configured software based firewall is installed and functional, annual Firewall rule validation, no access to untrustworthy sites, warning messages, intrusion detection, authorized user only - access and management security devices such as routers, switches, firewalls, intrusion detection system, intrusion prevention system, content filtering solution, anti-spam devices.
Anonymization process	Measures for personal data anonymization implemented.
Secure Configuration	Regular vulnerability scans and penetration tests run, regular software updates.
Access Control	Restricted access to drives, servers and desktops, Password protected – username and complex user ID passwords, user accounts permissions, stricter requirements for admin rights, regular password changes enforced, passwords and access cancelled on employment termination.
Malware Protection	Anti-virus/Anti malware software installed and functional on all workstations, software to prohibit high risk malware sites, security software messages, virus definition files automatically updated daily.
Patch Management & Software Update	Regular computer equipment and software maintenance, virus definition files automatically updated daily.
Mobile Phones	Password protected
Laptops (Remote Access)	Password protected – complex user ID passwords, authorized user access only; Anti-virus/Anti malware software installed and functional on all workstations, software to prohibit high risk malware sites, security software messages, virus definition files automatically updated daily.