ASSIA develops and sells software tools for managing DSL equipment and services. ASSIA’s customers are operators of DSL networks and companies that provide data processing and consulting services to those operators. ASSIA’s customers may provide ASSIA with individually identifiable data about a DSL subscriber such as a subscriber’s name, telephone number, address and grade of service. ASSIA uses such data solely for software development, integration, demonstration, test and maintenance on behalf of its customers.

ASSIA subscribes to the Safe Harbor Agreement between the United States and the European Union (http://www.export.gov/safeharbor/) with respect to such individually identifiable data of DSL subscribers as described specifically below.

**Notice and Choice**

When acting as a data processor within the meaning of Directive 95/46/EC of the European Commission regarding the processing of personal data, ASSIA reserves the right to process personal information on behalf of and under the direction of ASSIA’s customers without providing notice to individuals or Data Protection Authorities to the extent permitted by the Safe Harbor Agreement. When independently collecting personal data in the EU, ASSIA collects only data relevant to the DSL equipment and services managed by its software. Individuals and business entities from which ASSIA independently collects data are provided with information regarding the purpose for which data is being collected, how it will be used and the type of non-agent third parties, if any, to which personal information may be disclosed. These individuals and entities are also provided with information about the choices and means offered by ASSIA for limiting the use or disclosure of their personal data.

**Onward Transfer and Disclosure**

ASSIA will not disclose an individual’s personal data to any third party without the consent of ASSIA’s customers unless one or more of the following are true:

- the individual has consented, in writing, to the disclosure; or
- the disclosure is required by law or other professional standards; or
- the personal data is publicly available; or
- the disclosure is reasonably necessary for the establishment or defense of legal claims.

ASSIA will transfer individuals’ personal data only to third party agents who agree to protect such personal data in accordance with the Safe Harbor principles.

**Access**

ASSIA agrees to offer individual citizens of the EU with access to their personal data for purposes of correcting, amending or deleting inaccurate information unless the cost or burden of providing the access and changing or deleting the data proves unreasonable in view of the risk to the individual’s privacy. A reasonable fee compensating ASSIA for resource use related to accessing, changing or deleting the personal information may be imposed.
Security

ASSIA takes reasonable precautions to protect personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction. Our security measures include physical, electronic, workflow and managerial protocols to safeguard and secure the personal data we process.

Data Integrity

ASSIA processes personal information only in ways that are compatible with the purpose for which the data was collected or subsequently authorized by the individual.

Enforcement

Pursuant to the Safe Harbor recognized approach of self-assessment, ASSIA understands and agrees that individuals shall have the opportunity to directly submit written complaints regarding our handling of their personal data. We will review all complaints received in writing for purposes of determining whether our preservation and storage of the individual’s data has been consistent with our Safe Harbor Privacy Policy. If we determine that any actions we have taken are in fact inconsistent with our Policy, we will immediately take appropriate steps to remedy the issue we may have caused. If we are unable to resolve the issue to the satisfaction of the individual concerned, we agree to mediate the issue through the American Arbitration Association’s ICDR/AAA Safe Harbor Program.

Additionally, should we at any time find that an internal process causes us to be in breach of our Privacy Policy, ASSIA will take immediate action to alleviate the issue. Should we determine that any employee of ASSIA has failed to adhere to the terms of this Policy, such employee may be subject to disciplinary action up to and including termination.

Contact Information and Other Matters

This Privacy Policy, which ASSIA may update from time-to-time in writing, is effective as of 15 June 2008, and ASSIA self-certifies itself according to the self-certification principles of the Safe Harbor Agreement. ASSIA may be contacted for copies of this policy and inquiries regarding ASSIA’s compliance thereto as follows.

Privacy Officer
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USA

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