



Just Right Reader

JUST RIGHT READER, INC.

Data Sharing Agreement

(JRR Version v1.2-P2025)

This Data Sharing Agreement (“**DSA**”) supplements the Product Terms and Conditions found at <https://justrightreader.com/pages/product-terms-and-conditions> (“**Product Terms**”) by and between Marquardt School District 15 (“**Customer**”), and Just Right Reader, Inc., a Delaware corporation (“**JRR**”), and to which this DSA is attached and/or incorporated by reference (“**Product Terms**”) (together with this DSA, any additional terms and conditions, policies, addenda, exhibits, schedules, and other attachments to the Product Terms, the “**Agreement**”). JRR and Customer may be referred to in this Agreement each as a “**Party**” and, together, as the “**Parties**”.

WHEREAS, pursuant to the Product Terms, JRR performs services for Customer whereby JRR may have access to Education Records (defined below) and/or Personally Identifiable Information (defined below) (“**Services**”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **General Rights and Obligations.** JRR shall act as a sub-processor or service provider with respect to Customer and Process Personal Information for or on behalf of Customer for the limited and specified purposes stated in this DSA. As between the Parties, Customer retains all right, title and interest in and to the Education Records. JRR shall ensure that all JRR Personnel who Process Personal Information are subject to appropriate and enforceable contractual or statutory obligations (no less stringent than those contained in the Agreement) to maintain the confidentiality, restrict use of Personal Information, and comply with all relevant obligations and restrictions contained in this DSA.
2. **Customer representations and warranties.** Customer represents and warrants:
 - a. Customer has the authority to provide Personal Information to JRR, to disclose and transfer Personal Information in accordance with Sections 4-6 of this DSA and to otherwise permit JRR to Process Personal Information in accordance with the Product Terms; and
 - b. Customer has obtained and provided the necessary consents, authorizations, and/or disclosures (collectively, “**Consents**”), as required under Applicable Data Protection Law, including without limitation to permit JRR to Process Personal Information as a school official or authorized representative as permitted under FERPA, and as contemplated by this DSA and the Product Terms.



Purposes; (iv) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in the Product Terms, including for any commercial purpose other than the Contracted Purposes or legitimate business purposes; (v) retain, use, or disclose Personal Information outside the direct business relationship with Customer pursuant to the Product Terms; or (vi) combine or commingle Personal Information JRR receives pursuant to the Product Terms with personal information that JRR receives from or on behalf of any third party or collects from its own interaction with an individual.

- b. Transfers.** JRR shall ensure that transfers of Personal Information outside of the territory in which it was collected or which otherwise trigger international or cross-border data transfer restrictions under Applicable Data Protection Laws are carried out in compliance with Applicable Data Protection Laws.
- 6. Subcontracting.** JRR may engage certain sub-Processors to process Personal Information on its behalf in support of JRR's Processing of Personal Information in the Product Terms. JRR shall not disclose Personal Information to, or subcontract the Processing of Personal Information to any third party (or make any changes concerning the addition or replacement of such third parties) without at least thirty (30) days' prior written notice to Customer via email or as otherwise designated by Customer, and a reasonable opportunity for Customer to object to such disclosure. JRR requires sub-Processors to execute written contracts including terms at least as restrictive as this DSA. JRR shall remain responsible and liable for the Processing of Personal Information and for any acts or omissions of sub-Processors(s) to the same extent as if such acts or omissions were those of JRR.
- 7. Data Retention, Return and Destruction.**
 - a. Data Retention and Return.** JRR may retain Personal Information for the period of time required for JRR to perform the Services pursuant to the Product Terms except as permitted by Applicable Law, or as requested in writing by Customer, but in no event longer than two years, unless a longer period is required by applicable law. JRR shall promptly, at Customer's election, either: (i) return Personal Information to Customer in the form provided or in a form as reasonably requested by Customer (and then destroy any remaining copies of Personal Information in accordance with Section 7(b) below); or (ii) destroy Personal Information in accordance with Section 7(b) below.
 - b. Data Destruction.** JRR shall destroy all copies of Personal Information maintained by it within a reasonable time and notify its sub-Processors of Customer's request, except for the limited retention as permitted in this DSA.
- 8. Security Measures.** JRR shall comply in all material respects with any security requirements set forth in the Product Terms, including confidentiality, integrity, and availability requirements, and shall implement appropriate technical and organizational security measures, procedures and practices designed to protect Personal Information from

assessments to comply with Applicable Data Protection Laws. Unless otherwise required by Applicable Data Protection Laws, any audits under this Section 10(b) shall be conducted subject to the applicable audit terms under the Product Terms.

11. Miscellaneous.

- a. **Conflict.** In the event of a direct conflict between this DSA and any provisions of the Product Terms, the DSA will prevail to the extent necessary to resolve such conflict.
- b. **Survival.** The terms in this DSA shall survive for so long as JRR or any JRR Personnel or sub-Processors Processes or has access to any Personal Information.
- c. **Amendments.** Notwithstanding any notice requirements in the Agreement, JRR may update this DSA from time to time. If any update to the DSA constitutes a material change to the ways in which JRR Processes Personal Information, or materially affects the Services or Customer's rights herein, JRR will provide Customer with reasonable notice prior to the changes taking effect. Customer's continued use of the Services thereafter shall constitute acceptance to be bound by the updated DSA.
- d. **Severability.** If any term or provision of this DSA shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this DSA shall not be affected thereby, and each term and provision of this DSA shall be valid and enforceable to the fullest extent permitted by law.

12. Particulars of Processing. The particulars of processing listed below are as directed and controlled by Customers:

- a. **Subject matter and duration of the Processing.** The subject matter of the Processing is: set out in the Product Terms and may include Student Data and other Personal Information. The duration of the Processing is: the duration of the Product Terms.
- b. **Nature and purposes of the Processing.** Personal Information is Processed for the following purposes: to provide the Services, and may include providing customized sets of decodable books based on student reading level in order to support student success in literacy and foundational skills in reading. The nature of the Processing is: set out in the Product Terms, and may include to use Student Data to create customized sets of books for each student.
- c. **Categories of Personal Information.** The categories of Personal Information being Processed are: set out in the Product Terms, and may include Educational Records, Student Data, and Personal Information.