

## Data Processor Addendum (DPA)

For educational institutions including schools, districts, and municipalities in the EU

**This DPA has been pre-signed on behalf of WriteReader ApS. You, as the Customer, must complete the information in the signature block of this DPA and have an authorized representative sign. When we receive the completed and signed DPA, this DPA will become legally binding.**

### Scope

The parties agree that the Customer is the data controller and WriteReader is the data processor in relation to the personal data that WriteReader processes on behalf of the Customer.

The purpose of the DPA is to ensure such processing is conducted in accordance with applicable laws, including EU Data Protection Legislation (GDPR), and with due respect for the rights and freedoms of individuals whose personal data is processed.

Personal data may include text, images, and audio files used and/or generated by the end user to create books and tasks in WriteReader's educational tools.

The processing will be carried out until the date that WriteReader ceases to provide services to Customer.

### Responsibility of WriteReader

WriteReader as the data processor agrees:

- To process personal data for the sole purpose of providing tools for educational purposes.
- Not to divulge data to third parties except to those of its employees, agents, and subcontractors who are engaged in the processing of the data and are subject to the binding obligations, or except as may be required by any law or regulation.
- To implement and maintain appropriate technical and organisational measures designed to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration, or disclosure. Data is encrypted during transmission and at rest.
- To ensure that any persons we use to process personal data are required to comply with our measures that relate to personal data confidentiality.
- To ensure that personal data is protected against accidental destruction or loss: back-ups are taken on a regular basis; back-ups are encrypted and are secured.
- To help fulfill the Customer's obligations with regards to the rights of the data subject, including responding to requests from citizens about access to own data, the handing over of the citizen's data, rectification and erasure of data, restrictions to processing the citizen's data, and the customer's obligations relating to notification of the data subject in case of personal data breaches.
- To delete personal data upon termination of services for the Customer, after being given 60 days notice.
- To notify the Customer as soon as possible if WriteReader suffers a breach of security leading to alteration, destruction, loss, or disclosure of personal data in a way that is not in compliance with the terms of this DPA.

### Responsibility of the Customer

- The Customer, as the data controller, must accept responsibility for abiding by the applicable data protection legislation.
- The Customer is responsible for compliance with its obligations as the data controller under the applicable data protection law, in particular for justification of any transmission of personal data to WriteReader (including providing any required notices and obtaining any required consents), and for its decisions concerning the processing and use of the data.
- The control of personal data remains with the Customer; and as between the Customer and WriteReader, the Customer will at all times remain the data controller for the purposes of this DPA.

### Amazon as the Sub-processor

A sub-processor is defined as to whom WriteReader has entrusted the processing, in whole or in part, that WriteReader carries out on behalf of the customer. WriteReader has entered into a sub-processor agreement with Amazon. Secure cloud service platform for database storage are placed in Ireland.

<https://aws.amazon.com/compliance/eu-data-protection/>

Customer

On behalf of  
WriteReader ApS  
Ulriksholmvej 16  
5230 Odense M  
Denmark

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Signature

 

\_\_\_\_\_  
Printed name

Babar Baig  
CEO, co-founder

Janus Madsen  
COO, founder

Date:

Date: May 14th, 2018