

DATA PROCESSING AGREEMENT (FERPA-Compliant Processor Agreement)

VERSION 3.0 · AUGUST 2026 · STOPLOSSES.AI LLC · SCHOOLS.ASKELIRA.COM/LEGAL

No live student data connects until this DPA is fully executed and countersigned.

PARTIES AND GOVERNING LAW

Controller (School)	{{school_name}} (Full Legal Name of School)
Processor	stoplosses.ai LLC ("AskElira"), a Wyoming limited liability company
Platform	schools.askelira.com
Primary Governing Law	FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99
Additional Applicable Law	New York Education Law § 2-d; 8 NYCRR Part 121
Related Agreements	Governed alongside, and co-terminous with, the Master SaaS & Services Agreement and NY Education Law § 2-d Addendum

⚠ **IMPORTANT — READ CAREFULLY BEFORE SIGNING.** This DPA is a legally binding contract governing how AskElira collects, stores, uses, and protects student and guardian information on behalf of your school. Your school remains the data **Controller** at all times; AskElira acts solely as your **Processor** under FERPA and NY Education Law § 2-d. No live student data will be connected to AskElira until this DPA is fully executed by an authorized signatory of the school and a countersigned copy is delivered.

1. DEFINITIONS

"Agreement" means this Data Processing Agreement, including all exhibits and schedules, and any amendments executed in writing by both parties.

"Controller" means the charter school or educational institution identified on the cover page, which determines the purposes and means of processing Personal Data.

"Processor" means stoplosses.ai LLC, which processes Personal Data solely on behalf of and under the instructions of the Controller.

"Personal Data" means any information relating to an identified or identifiable natural person, including Student Records and Guardian Contact Information as defined herein.

"Student Records" / "Education Records" means records containing information directly related to a student and maintained by an educational agency or institution, as defined under FERPA, 20 U.S.C. § 1232g(a) (4).

"Guardian Contact Information" means the name, telephone number, email address, and preferred language of a parent or legal guardian of an enrolled or applicant student.

"Enrollment Data" means seat/application status (offered, accepted, declined, or waitlisted), the school system's student and application record identifiers, waitlist position, enrollment year, grade level, and campus identifier associated with a student applicant.

"Attendance Data" means a student's full name (first and last) and, for a given school day, that student's attendance category, used to generate same-day attendance notifications and the attendance measures described in Section 3.4, as described in Section 3.1. AskElira records the attendance category in a fixed vocabulary of eight values — present, tardy, half day, excused absence, unexcused absence, out-of-school suspension, not enrolled, and no session — and normalizes the Controller's own status text to one of those eight values at the point of upload, discarding that text. **Attendance Data does not include the reason for an absence, medical documentation, or any free-text detail carried in the Controller's export.** Where a Controller's status column states a reason — "Absent — Medical", "Excused — Illness" — the reason is discarded at upload and is never stored. Where the Controller's own export classifies an absence as excused or unexcused, that classification is retained as one of the eight values above; it is a classification the Controller itself made, it is never sought where the Controller does not supply it, and both values score identically in every measure AskElira reports.

"IEP Flag" means a boolean (yes/no) indicator that a student has an active Individualized Education Program, together with a boolean (yes/no) indicator of whether an IEP file was attached. **No IEP document content, disability category or classification, service plan, evaluation data, or protected health information is stored, accessed, or processed by AskElira under any circumstances.**

"Staff Enrollment Notes" means free-text operational notes that Controller staff choose to share with the service, from which Social-Security-number-shaped text is automatically redacted before storage.

"Call Outcome Record" means the disposition of an automated call (for example: accepted, declined, no answer, wrong number) and a brief operational summary of the call and of automated messages. **The Platform's automated voice calls are a deterministic keypad-response IVR and plain text-to-speech announcements; they are not recorded and not transcribed, and no audio recording or verbatim transcript is created, accessed, or retained.**

"Processing" means any operation performed on Personal Data, automated or manual, including collection, recording, organization, storage, retrieval, use, disclosure, transmission, alteration, and deletion.

"Breach" / "Security Incident" means any confirmed or reasonably suspected unauthorized acquisition, access, use, disclosure, modification, or destruction of Personal Data.

"Services" means the enrollment-automation services provided by AskElira through schools.askelira.com, as described in the applicable Order Form or subscription agreement.

"Subprocessor" means any third party engaged by AskElira to process Personal Data in connection with the Services (Section 5.3).

"New York Education Law § 2-d" refers to NY Education Law § 2-d and 8 NYCRR Part 121.

2. ROLES AND LEGAL BASIS

2.1 Controller and Processor Relationship.

The Controller determines the purposes and means of Processing Personal Data. AskElira is the Processor, acting only on documented instructions from the Controller. This Agreement establishes the legal basis for AskElira's Processing under FERPA and NY Education Law § 2-d.

2.2 Legitimate Educational Interest (FERPA) — Conditional.

AskElira is intended to act as a **"school official" with a "legitimate educational interest"** under 34 C.F.R. § 99.31(a)(1)(i)(B). This status is **not automatic**; it applies only when: (a) the Controller includes AskElira (or its function) within the criteria for "school official" and "legitimate educational interest" in its annual FERPA notification (Section 2.3 and 4.5); (b) AskElira performs an institutional service the Controller would otherwise perform itself; (c) AskElira is under the **direct control** of the Controller as to the use and maintenance of education records; and (d) AskElira is prohibited from using education records for any purpose other than the authorized institutional purpose and is subject to 34 C.F.R. § 99.33(a) redisclosure limits. AskElira satisfies (b)–(d) under this Agreement; (a) is the Controller's responsibility. AskElira shall not redisclose Student Records except as expressly authorized herein or required by law.

2.3 Controller Obligations.

The Controller represents, warrants, and agrees to:

- Ensure all Personal Data provided to AskElira has been lawfully collected and that appropriate FERPA notices, Annual Notifications, and any required parental consents have been provided.
- Ensure that sharing Personal Data with AskElira is consistent with the school's FERPA Annual Notification and that AskElira is listed or identifiable as a school official with legitimate educational interest.
- Designate in writing an authorized representative with legal authority to execute this Agreement.
- Provide accurate, complete, and current Personal Data and promptly notify AskElira of corrections.
- Ensure that SchoolMint API credentials, integration keys, tracker files, or other access methods shared with AskElira are authorized for sharing under the school's data-governance policies and charter agreements.
- Immediately notify AskElira at elira@askelira.com of any unauthorized access to credentials, accounts, or systems affecting Personal Data.
- Ensure the IEP Director contact in the dashboard is accurate and has consented to receive automated notifications.
- Ensure consent for automated calls, texts, and emails to guardians has been captured through one of the pathways in AskElira's TCPA Consent & Outreach Scripting Document before activating outreach for any guardian.
- Comply with NY Education Law § 2-d and 8 NYCRR Part 121, including maintaining a Data Privacy and Security Policy and including AskElira in any required Parents' Bill of Rights disclosure.

2.4 Processor Obligations.

AskElira represents, warrants, and agrees to: process Personal Data only on documented, lawful instructions and solely to deliver the Services (and to notify the Controller if it believes an instruction violates law); never sell, rent, license, share, or disclose Personal Data for commercial purposes, advertising, marketing, or data

brokerage; never build profiles for purposes beyond K-12 enrollment services; implement and maintain the security measures in Section 5; assist the Controller with FERPA and § 2-d obligations, including parent-rights requests within required timeframes; notify the Controller of any actual or reasonably suspected Breach within 48 hours of discovery (Section 7); return or securely delete Personal Data on termination (Section 9); ensure every Subprocessor is bound by written data-protection terms covering confidentiality, security, breach notification, and deletion on instruction, and remain liable to the Controller for their acts and omissions, on the terms and with the limitation stated in Section 5.3(a); and maintain records of Processing sufficient to demonstrate compliance.

3. SCOPE OF DATA PROCESSING

3.1 Authorized Data Elements (Complete Enumeration).

AskElira processes only the minimum data necessary to deliver the Services. The elements in **Section 3.1(a)** (family and student data) and **Section 3.1(b)** (Controller staff and account data) are the exclusive scope of authorized Processing. Retention periods are stated per element; the governing matrix is Section 9.

3.1(a) Family and student data

AUTHORIZED FAMILY AND STUDENT DATA ELEMENTS

Data Element	Purpose	Legal Basis	Retention
Guardian name	Address/identify the guardian record	LEI (FERPA)	90 days inactivity; 30 days after termination
Guardian phone number	SMS + keypad-IVR voice outreach	LEI	90 days inactivity; 30 days after termination
Guardian email address	Email sequences + ops digest	LEI	90 days inactivity; 30 days after termination
Guardian preferred language	Bilingual comms (EN/ES; others on request)	LEI	90 days inactivity; 30 days after termination
Student first name	Personalize enrollment outreach (spoken in the call script)	LEI	90 days inactivity; 30 days after termination
Student full name (first + last)	Identify the child in daily attendance text and email alerts only. Attendance voice announcements and enrollment outreach use the first name only	LEI	90 days inactivity; 30 days after termination

Data Element	Purpose	Legal Basis	Retention
Attendance category for a school day (one of the eight values defined in Section 1)	Trigger same-day attendance notices (where enabled), and compute the attendance measures in Section 3.4 for the Controller's own staff	LEI	90 days inactivity; 30 days after termination
Grade level (enrollment grade — not an academic/report-card grade)	Seat-fill routing + tracker accuracy	LEI	90 days inactivity; 30 days after termination
Seat/application status (offered/accepted/declined/waitlisted)	Run the correct enrollment sequence	LEI	90 days inactivity; 30 days after termination
School-system student & application record identifiers (SIS IDs)	Reconcile records with the Controller's SIS; write back seat status	LEI	90 days inactivity; 30 days after termination
Waitlist position	Waitlist-movement outreach	LEI	90 days inactivity; 30 days after termination
Enrollment year	Filter sequences by academic year	LEI	90 days inactivity; 30 days after termination
Campus / site identifier	Route applicants to the correct campus	LEI	90 days inactivity; 30 days after termination
IEP flag (yes/no) + IEP-file-attached flag (yes/no)	Trigger IEP-director notification; no classification, service plan, or document contents	LEI; IDEA (flag only)	90 days inactivity; 30 days after termination
Registration-paperwork checklist status	Track which required documents are in or missing — never their contents	LEI	90 days inactivity; 30 days after termination

Data Element	Purpose	Legal Basis	Retention
Staff Enrollment Notes (SSN-shaped text redacted before storage)	Operational context staff share with the service; reviewed by the AI send/hold gate (Section 3.5)	LEI	90 days inactivity; 30 days after termination
Call/message outcome + brief operational summary (no audio, no transcript)	Record dispositions of automated calls and messages	LEI	90 days inactivity; 30 days after termination
Guardian question text submitted to the family Q&A assistant (website chat widget, inbound SMS question, or inbound WhatsApp question)	Generate a grounded answer from the School's own published content, or flag the question to the School (Section 3.5)	LEI	An answered question is not retained as message content — it is processed in-request, transmitted to the AI model provider for inference (Section 3.5), and only the outcome record is stored. A question the assistant cannot answer is retained: answering it requires showing it to the School, so the text is stored with the flag record, delivered to the School's designated inbox, and displayed to School staff until answered. That record is family-operational data governed by the Section 9 matrix (deleted after 90 days of inactivity; production deletion within 30 days of termination). AskElira does not use a guardian's question text to ground an answer to any other family — only the School's own approved answer is reused
Inbound guardian email, SMS, and WhatsApp metadata (provider message identifier, sender address or last four digits of the sending number, and the classified outcome)	Exactly-once processing of guardian replies; suppression and consent bookkeeping	LEI	Message bodies are not persisted. Metadata retained with the account; deleted on the Section 9 schedule

Data Element	Purpose	Legal Basis	Retention
Consent and revocation record — consent status; the exact wording and version of the consent language shown to the guardian; the guardian's name and stated relationship to the student; every telephone number and email address the consent covers; the subscriber attestation; the capture method and timestamp; and the date, method and channel of any revocation or wrong-number report	Evidence prior express consent and do-not-contact compliance under 47 CFR § 64.1200, and operate the pre-send consent gate in Section 3.6	LEI	Engagement plus four (4) years per Section 9; not subject to the 90-day inactivity purge and not deleted by a Section 8 deletion request, which is reduced under Section 8 rather than erased

Legal basis — applicants versus enrolled students. "LEI" above means the school-official exception with a legitimate educational interest under 34 CFR § 99.31(a)(1)(i)(B). That exception is the basis for elements concerning a student who is or has been in attendance at the School. An applicant who is offered a seat, waitlisted, declined, or who never enrolls is not a "student" under 34 CFR § 99.3, and that applicant's records are not education records; for those pre-enrollment individuals AskElira's authority to process the elements above is the Controller's documented written instruction under this Agreement together with the guardian consent captured under Section 3.6, not the school-official exception. NY Education Law § 2-d and 8 NYCRR Part 121 apply to both populations, because § 2-d defines a "student" as any person attending *or seeking to attend* an educational agency.

Reasonable methods under 34 CFR § 99.31(a)(1)(ii). So that the Controller can satisfy its own obligation to use reasonable methods to ensure a school official accesses only records in which it has a legitimate educational interest, every record in the Platform carries the identifier of the school that supplied it, and every query, export, dashboard view, and outbound send is scoped to a single school account. AskElira personnel reach a school's records only through that scoped path. No cross-school query is available in the product, and no aggregate view spanning schools is exposed to school users.

3.1(b) Controller staff and account data

To operate the Controller's account AskElira also processes limited personal data about the Controller's own staff. This is not student data and is not Protected Data under NY Education Law § 2-d, but it is Personal Data under this Agreement and is disclosed here for completeness.

AUTHORIZED CONTROLLER STAFF AND ACCOUNT DATA ELEMENTS

Data Element	Purpose	Retention
Staff and administrator name, work email address, telephone number, and role	Account provisioning, dashboard access, the daily ops digest, and contract notices	Life of the account; deleted during the 30-day offboarding
IEP director name and email address	Day-1 IEP notification routing	Life of the account; deleted during the 30-day offboarding

Data Element	Purpose	Retention
Staff dashboard password, stored only as a salted cryptographic digest (scrypt, per-user random salt) — never the password itself, and not recoverable from what is stored	First-factor authentication for the staff dashboard	Life of the account; deleted during the 30-day offboarding
Sign-in activity: single-use sign-in tokens, token consumption records, and authentication events (actor, timestamp, coarsened source IP)	Second-factor authentication and security-event logging	Tokens expire in 5 minutes and are single-use; security-event records retained a minimum of 90 days
Support requests and their transcripts, and support feedback submitted by school staff	Deliver technical support under MSA Section 2.6	Life of the account; deleted during the 30-day offboarding
Billing contact name and email address, and payment-method status	Subscription billing through Stripe (Section 5.3(b)). AskElira does not receive or store full payment-card numbers	Life of the account, plus the period required by tax and accounting law
Signer name, email address, signature image, and audit trail for the executed onboarding documents	Electronic execution of this Agreement and the related instruments through eSignatures.com (Section 5.3(b))	Retained for the life of the contract record
School-system credentials supplied by the Controller (for example SchoolMint logins)	Authorized SIS integration; sealed with application-level envelope encryption (Section 5.1)	Life of the account; deleted during the 30-day offboarding; not subject to the 90-day inactivity purge

3.2 Strictly Prohibited Data.

The following are expressly prohibited from being transmitted to, accessed by, or **persistently stored** by AskElira, and the Controller must not include any of them in any data transfer, API connection, or file upload:

- Social Security Numbers or any government-issued identification numbers
- Student grades, GPA, academic performance data, test scores, or academic records
- Full IEP documents, disability category or classification, service plans, evaluation reports, or any data protected under IDEA
- Student medical, health, psychiatric, or behavioral-health records, including Section 504 plans
- Immigration or citizenship status of students or family members
- Financial-aid eligibility, free/reduced-price lunch status, or household-income data
- Student photographs, biometric data, or facial-recognition data
- Disciplinary records, suspension or expulsion data
- Religion, ethnicity, race, or national-origin data
- Any data protected under HIPAA

WARNING: If the Controller transmits any prohibited category, AskElira will notify the Controller, isolate the data, and permanently delete it without Processing. The Controller bears sole responsibility for any FERPA violation resulting from transmission of prohibited categories.

How minimization is actually enforced, stated plainly. The Platform accepts only the fields enumerated in Section 3.1, through its own intake forms and the SchoolMint integration; it offers no free-form upload of student records. The one document path is the registration document a guardian emails to the School's office, described in Section 3.5: identified, forwarded to School staff, and not stored by AskElira. The Platform has **two** free-text inputs: **Staff Enrollment Notes**, entered by Controller staff, and the **guardian question text** submitted to the family Q&A assistant through the website chat widget, by inbound SMS, or by inbound WhatsApp message. **The channel a guardian uses to reach the assistant does not create an additional input:** the website widget, inbound SMS, and inbound WhatsApp are three delivery paths into the same single guardian-question input, which is why the count above is two and not three. Both are screened for Social-Security-number-shaped strings, which are redacted before storage **and before transmission to the AI model provider.** AskElira **does not scan free text for every prohibited category**, and makes no representation that it detects them automatically. Because the widget is open to the public and the Controller does not control what a guardian types, the Controller's obligation in this Section not to transmit prohibited categories does not extend to guardian-authored text, and AskElira's notify-isolate-delete obligation applies to prohibited-category content discovered in that text. The notify-isolate-delete obligation above therefore operates on discovery — whether AskElira discovers the data, or the Controller reports it — and not on an automated classifier.

3.3 SchoolMint and Tracker Integration.

When the Controller provides SchoolMint API credentials or uploads a Google Sheets tracker, AskElira accesses those systems solely to (a) read the applicant fields authorized in Section 3.1 and (b) write back seat-status updates as directed by guardian responses. AskElira does not access, copy, cache, or store any field beyond those in Section 3.1. The Controller represents it has authority under its SchoolMint agreement to authorize this access.

3.4 Attendance Data Ingestion.

Where the Controller enables daily attendance alerts, Attendance Data is provided by the Controller directly (daily absentee-report upload or paste), **not** through an automated SIS API. AskElira does not connect to or query the Controller's student information system to obtain Attendance Data; the Controller controls exactly what each daily upload contains. AskElira's only automated integration with a school system is the SchoolMint enrollment integration described in Section 3.3, which runs on credentials the Controller supplies and is limited to the fields authorized in Section 3.1; AskElira operates no integration with PowerSchool or any other student information system. AskElira processes uploaded Attendance Data for two purposes and no others: to generate that day's notifications, and to compute the attendance measures described in the next paragraph. **Attendance measures.** Where the Controller's uploads carry present-day records, AskElira computes, for the Controller's own staff and inside the Controller's own dashboard, each student's attendance rate against the days that student was enrolled, the chronic-absence determination that follows from it under the New York definition (absent 10% or more of days enrolled), and an early warning where a student is projected to cross that line. Each figure is displayed with the numerator, the denominator and the threshold that produced it; AskElira produces no risk score and no prediction about a student beyond that stated arithmetic, and takes no automated action on a measure — every action a measure suggests is a recommendation rendered for School staff to take or not take.

Where the Controller's uploads carry absences only, there is no days-enrolled denominator, and AskElira reports absence counts and declines to state a rate or a chronic determination rather than assume one. Attendance Data is retained for these purposes on the same schedule as every other element in Section 3.1 — purged 90 days after the record goes inactive, and deleted or returned on termination under Section 8 — and for no longer. It is never used to train or improve any model, is never disclosed to any recipient outside the schedule in Section 5.3, and is never sent to an AI model provider.

3.5 AI Model Processing.

AskElira may transmit a School Operational Document — material the School itself authors or publishes, describing the School, such as an event flyer, academic calendar, family handbook, school policy, bell schedule, menu, newsletter, or blank form — to an AI model provider at a US Processing Endpoint, so that the Platform can read it and answer that School's families accurately. This is a standing permission covering any document of that character, whether or not the type is named here. It never extends to a document, image, or file submitted by or on behalf of a guardian or student; a registration or enrollment document (including a birth certificate, immunization record, or proof of address); an IEP or any special-education record; any health or medical record; a transcript, report card, or academic record; or any record enumerated in Section 3.1(a). **A document that identifies an individual student is not a School Operational Document however it arrives, and no other document, image, or file is ever transmitted to an AI model provider.** The Platform transmits content to an AI model provider in the functions tabulated below and in no others. A function not listed there does not exist, and adding one requires a written amendment signed under MSA § 14.2. **Registration documents.** A guardian may email a required registration document (for example a birth certificate, immunization record, or proof of address) to the School's office rather than upload it to the School's own system. Where that happens the Platform identifies which required document it is, forwards it to the School's designated staff inbox, records that the document was received, and tells the guardian what remains outstanding. **AskElira does not store the document.** It is held only for the moment needed to forward it, and what persists is the checklist status in Section 3.1(a) — which document is in or missing — never the document itself. **No document is ever opened, read, or sent to an AI model.** AskElira identifies which required document arrived from the file name and the surrounding email text only, never from the contents, and the checklist records that the document was RECEIVED AND FORWARDED — not that it is correct. Confirming that a document is the right one for the right child is a judgement the School's own staff make, in the School's own system. The guardian is told the same thing in plain language, in their own language: that a person at the School checks it, that AskElira cannot open it, and how to upload it to the School's enrollment system themselves. No function ingests, transmits, stores, or analyzes a guardian-submitted or school-submitted document, image, PDF, or file, and AskElira will not operate one without a written amendment signed under MSA § 14.2. **No exhibit, schedule, or plan forming part of the Full Agreement shall be read to authorize an AI function not listed in this Section; any such description is a scrivener's error and confers no authority to Process.** The parties will correct any such description by signed amendment on either party's request.

AskElira transmits Content only to an AI model provider **identified as such in the subprocessor schedule at Section 5.3(a)**, each reached through a **US Processing Endpoint** offered by that provider. **US Processing Endpoint** means a model-inference endpoint that is either (i) a single named United States region, or (ii) a United States-only multi-region or data-zone endpoint, and for which the provider commits that Content at rest and model processing remain within the United States. An endpoint that routes to capacity outside the United States — including any endpoint a provider designates “global” — is not a US Processing

Endpoint, whatever its name. Every AI model provider AskElira engages is named in that schedule, and Section 5.3 governs how that schedule changes. **The Platform functions that transmit content to an AI model provider are the following four:**

CONTENT TRANSMITTED TO THE AI MODEL PROVIDER

Function	What is transmitted	What is not
Family Q&A assistant — website chat widget, inbound guardian SMS, and inbound guardian WhatsApp questions	The guardian's question text as written, together with the School's own published content used to ground the answer. A guardian may include a student's name or other details in the text they type	The enrollment or attendance records in Section 3.1(a) are not attached to the request
Staff-note send/hold review gate	The text of the Staff Enrollment Notes for one applicant and that applicant's seat status	Guardian contact details are not attached to the request
Staff support assistant	The school staff member's support question and the AskElira help content used to answer it	Student data is not attached to the request
School Operational Document reading — flyers, calendars and comparable School-authored material uploaded by School staff	The document as uploaded, together with the School's instruction to extract dates, times, locations and titles from it	No guardian- or student-submitted document, and no enrollment or attendance record in Section 3.1(a), is attached to the request. The extracted result is a draft for School staff to confirm; it is not treated as a fact until they do

Enrollment and attendance *sequences* — the automated calls, texts, and emails and the records that drive them — are generated by deterministic code and do **not** call an AI model. The School's public website content scraped for the assistant knowledge base does not constitute Personal Data.

A delivery channel is not a Platform function. The family Q&A assistant is *one* of the four functions above however a guardian reaches it — through the School's website chat widget, by inbound text message, or by inbound WhatsApp message. Adding, removing, or disabling a channel changes how the guardian's question arrives; it does not change what is transmitted to the model provider, does not create a further function, and does not enlarge the count in this Section. **Only a function that transmits content to an AI model provider counts against the four, and a new one requires a written amendment signed under MSA § 14.2.** The *subprocessor* that carries a channel is a separate question, disclosed in Section 5.3(a).

Where this content is processed, and what each provider commits. Content is sent only to an AI model provider listed in Section 5.3(a), through a **US Processing Endpoint** (the region is recorded in the Order Form; the schedule states the default, `us-central1` unless stated otherwise). For each such provider AskElira contracts on terms under which (i) Content at rest and model processing remain in the selected United States region, and (ii) the provider does not use Content to train or improve its models. Where a provider retains Content for its own abuse monitoring or security, the schedule states that retention and it is disclosed here. **For Google Cloud Vertex AI:** Google commits that customer data stored at rest remains in the selected region and that ML processing occurs within that region, and does not use the content to train or improve its models. The

residual exception is Google's own abuse monitoring: prompts and responses may be retained **for up to 90 days**, held in the selected region, reviewable by authorized Google personnel, and not protected by customer-managed encryption keys. They are not used for training. An exemption process exists for eligible customers; AskElira has not applied for it. **For Amazon Web Services (Amazon Bedrock):** AWS serves the model for the staff-note send/hold review from a single United States region (us-east-1, us-east-2 or us-west-2); the Geo and Global cross-Region inference profiles are unsupported for that model, so a request cannot leave the selected region even by misconfiguration. AWS operates Bedrock on a zero-data-retention, zero-operator-access basis — nothing is stored, and "no operators of the service can access model input or output" — and the model served is not among those AWS's published abuse-detection documentation excepts from that default. Content is not used to train or improve any AWS model, any model served through Bedrock, or the model developer's own models (AWS Service Terms § 50.3, by exclusion; AWS Data Processing Addendum §§ 2–3), and the model's developer receives no Content (AWS Service Terms § 50.12.5). The no-training commitment is reflected in Section 6 and in MSA Section 4.7, and AskElira contracts for it with every AI model provider it engages. **No AI model provider other than those listed as such in Section 5.3(a) processes Controller data in production.** Three vendors are named here rather than omitted, because each touches AskElira's own engineering systems and none receives Controller, guardian, or student data. **Anthropic PBC** is used only as internal software-development tooling. **Slack Technologies** receives an internal operations channel carrying automated signals about AskElira's own deployments, test suites and safety-switch settings, in which a school appears only as a pseudonym computed from a key held on AskElira's own machine and resolvable nowhere else. **DeepSeek** receives short excerpts of AskElira's own build output — test failures, file paths, stack traces and commit messages — to summarize them for that channel; in that capacity it receives no Protected Data, no message content, and nothing from any Controller record, and it is **not** an AI model provider under this Section. Separately, and the distinction matters: one of the models AskElira runs **was developed by** DeepSeek. That model is served entirely by **Amazon Web Services on Amazon Bedrock** — an AI model provider named in Section 5.3(a) — inside AWS's United States infrastructure, under AWS's terms; DeepSeek the company operates no part of that path and receives no Content from it either. **A model's developer and the AI model provider that serves it are different parties, and this Section binds the provider** — which function each provider performs is stated in its Section 5.3(a) row. Every payload to Slack or to DeepSeek is scanned before transmission and blocked outright — not trimmed and sent — if it matches a family or school identifier. **The particular model AskElira uses within an AI model provider named in Section 5.3(a) is an operational choice and is not a term of this Agreement:** every model runs at that provider's US Processing Endpoint under the commitments of this Section, and changing the provider itself remains a Section 5.3 scheduled change with notice and the opportunity to object.

AI processing can be paused on the School's instruction

The functions above are core Platform functionality — a school that contracts for the Platform contracts for a service that uses an AI model provider — but the School may direct AskElira in writing to pause any or all of them at any time, per Section 3.7(c), and the deterministic enrollment and attendance sequences keep running because they call no model. *Which* provider is a matter for the Section 5.3(a) schedule and the Section 5.3 change process; *that the processing happens in a United States region* is a commitment of this Agreement and does not change with the provider. Since July 27, 2026 all model inference has run through a US Processing Endpoint under enterprise cloud terms, rather than a developer API whose terms permit prompts to be transiently cached in any country in which the provider operates, so the processing location is a commitment rather than a disclosure. **Model developer and model provider are distinct.** Where AskElira uses a model whose developer is organized outside the United States, inference is performed by an AI model provider named

in Section 5.3(a) that is organized in the United States and that serves the model from a US Processing Endpoint under its own terms. **No Content is transmitted to the model's developer.** AskElira will not engage, as an AI model provider under this Section, an entity organized in a country designated a foreign adversary under 15 C.F.R. § 7.4, and will not add any AI model provider to Section 5.3(a) except through the notice and objection process in Section 5.3. The Order Form records the region.

3.6 Voice Calls and Consent.

AskElira's voice outreach is delivered as a **deterministic keypad-response IVR over Twilio** (for example, "press 1 to accept, press 2 to decline") and, for attendance alerts, plain text-to-speech announcements. **Calls are not recorded and not transcribed; AskElira retains only the Call Outcome Record (disposition plus a brief operational summary).** The spoken audio (which includes the student's first name in the enrollment script) is generated by **Twilio-native text-to-speech**; no third-party text-to-speech provider is used. AskElira will not initiate automated voice, SMS, or email outreach to a guardian until the Controller's enrollment system reflects a confirmed consent status for that guardian, obtained through one of the pathways in AskElira's TCPA Consent & Outreach Scripting Document. This Section does not alter the Controller's obligations under Section 2.3.

3.7 Data Storage Location.

(a) Where Personal Data is stored and processed. As required by NY Education Law § 2-d and 8 NYCRR § 121.3(c)(5), AskElira discloses the following. AskElira's own systems are configured to United States regions: the database (Turso) in U.S. data centers, application hosting and the serverless runtime on Vercel, message delivery through Twilio and Amazon SES, all on U.S. settings, with no AskElira-operated store or backup outside the United States. Authorized AskElira personnel may administer the Platform from outside the United States over an encrypted connection to those United States-hosted systems, under enforced multi-factor authentication. Such access creates no store, copy, or backup of Personal Data outside the United States, and all scheduled processing of Personal Data runs on United States-hosted infrastructure. **AskElira does not, however, warrant that no Personal Data ever leaves the United States**, because its providers do not give it that warranty: model inference runs on the AI model provider or providers listed in DPA § 5.3(a) (published at schools.askelira.com/legal/subprocessors), each through a US Processing Endpoint, where the provider commits that data at rest and model processing stay in the selected region, subject only to the abuse-monitoring retention stated for that provider in the schedule (for Google Cloud Vertex AI, up to 90 days in that same region); Vercel states that it may process data globally and replicates some backups globally; Twilio states that selecting a region does not guarantee that every datum remains in that region; and **Meta, which operates the WhatsApp network, gives no United States processing commitment at all** — a channel that exists only because a guardian chose to write from WhatsApp, where they are already Meta's own user under terms Meta presents to them directly, and where AskElira stores no part of the exchange — it carries that traffic over its own global infrastructure, and unlike the other two this exposure is the message *content* a guardian writes and the answer sent back, not only metadata or a replicated backup.

(b) What that means in practice. Personal Data at rest in AskElira's database, and the backups of that database, are held in United States regions. **AI inference is also in-region:** Content is sent to an AI model provider listed in DPA § 5.3(a) through a US Processing Endpoint (the region is recorded in the Order Form; us-central1 unless stated otherwise). For Google Cloud Vertex AI — which carries the family Q&A assistant, the staff support assistant and School Operational Document reading — Google commits that customer data stored at rest remains in the selected region and that ML processing occurs within that region, and Google does not use

the content to train or improve its models. The residual exception is Google's own abuse monitoring: prompts and responses may be retained **for up to 90 days**, held in the selected region, reviewable by authorized Google personnel, and not protected by customer-managed encryption keys. They are not used for training. An exemption process exists for eligible customers; AskElira has not applied for it. Google does not receive the enrollment or attendance records in Section 3.1(a) other than as described in Section 3.5. For Amazon Web Services (Amazon Bedrock) — which carries the staff-note send/hold review — retention is zero by default with zero operator access, nothing is stored, and the Geo and Global cross-Region inference profiles are unsupported for the model served, so the request stays in the selected United States region. The residual out-of-region exposure is therefore confined to three providers that are not AI providers at all: (i) hosting-provider backup replication and global processing performed by **Vercel** under its own controls; (ii) message-delivery metadata handled by **Twilio** outside a selected region; and (iii) where the Controller enables the WhatsApp channel for the family Q&A assistant, the guardian's question text and the assistant's answer carried over the WhatsApp network operated by **Meta**. **The third is the widest of the three**, because it is message content rather than metadata or a backup copy, and because Meta commits to no region at all; a Controller that does not enable the WhatsApp channel does not incur it.

(c) The Controller may pause the AI functions. The functions in Section 3.5 are core Platform functionality and the Services are not sold without them — but the Controller may direct AskElira in writing, at any time and for any reason, to **pause** any or all of them for its own families, and AskElira will do so promptly and confirm in writing. While paused, the family question-and-answer assistant hands every question to School staff instead of answering it, and the staff-note review gate releases nothing automatically; the deterministic enrollment and attendance sequences continue unaffected, because they call no model. The Controller may resume the same way. There is no fee for pausing and no notice period. This is the Controller's instruction right under Section 2.1 applied to the one processing activity a school is most likely to want to stop, and it is exercised by emailing the address in Section 14.

Data at rest is protected by storage-level encryption; data in transit by TLS 1.2 or higher.

4. FERPA AND NY EDUCATION LAW § 2-d COMPLIANCE

4.1 FERPA Compliance Framework.

This Agreement is structured to satisfy FERPA, 20 U.S.C. § 1232g, and 34 C.F.R. Part 99. Student Records remain the property of the Controller; AskElira has no independent rights and processes them solely as directed for legitimate educational purposes. AskElira also acknowledges, to the extent applicable, its obligations under (a) COPPA, 15 U.S.C. § 6501 *et seq.* and 16 C.F.R. Part 312; (b) PPRA, 20 U.S.C. § 1232h; and (c) IDEA, 20 U.S.C. § 1400 *et seq.*, with respect to the limited IEP-flag data in Section 3.1. Consistent with FTC guidance, where a student's personal information is provided for a school-authorized educational purpose, AskElira uses it only to provide the Services and for no commercial purpose, and remains responsible for its own COPPA compliance.

4.2 NY Education Law § 2-d Compliance.

AskElira acknowledges its obligations as an "Educational Agency Contractor," including: implementing commercially reasonable administrative, technical, and physical safeguards; not selling student data or using/disclosing it for marketing or commercial purposes; not disclosing PII except to the Controller without prior written consent (except as required by law); supporting the Controller's Parents' Bill of Rights obligations,

including identifying AskElira as an operator with access to student data; cooperating with the Controller and NYSED in any Breach or non-compliance investigation; and complying with NYSED guidance for contractors under § 2-d.

4.3 Parents' Bill of Rights.

The Controller is responsible for publishing and providing a Parents' Bill of Rights for Data Privacy and Security under § 2-d and 8 NYCRR § 121.3, and for ensuring AskElira is identified in any required disclosure of third-party contractors. AskElira provides its § 121.3 supplemental information (Exhibit B to the NY 2-d Addendum) to assist. The Controller is responsible for the § 121.4 complaint process; upon a verified parent challenge from the Controller, AskElira will correct or flag disputed data within 3 business days. The Controller designates a Data Protection Officer under 8 NYCRR § 121.8, with whom AskElira cooperates.

4.4 Parent Rights Under FERPA.

The Controller retains sole responsibility for parent rights under FERPA (inspect/review, request amendment, consent to disclosures, file complaints with the U.S. DoE). Upon written request, AskElira will provide a complete export of all Personal Data for a specific school or student within 5 business days.

4.5 Annual FERPA Notification.

The Controller is responsible for including AskElira in its Annual FERPA Notification, identifying AskElira (or its function) as a school official with a legitimate educational interest that routinely receives education records for enrollment-automation purposes.

5. SECURITY MEASURES

The technical, administrative, and physical safeguards are set out in AskElira's **Data Security & Privacy Plan (DSPP)** under 8 NYCRR § 121.6, attached to and incorporated by the NY 2-d Addendum as Exhibit A and provided to the Controller on request before go-live. In summary:

5.1 Technical Safeguards.

- Personal Data in transit is encrypted using TLS 1.2 or higher (TLS 1.3 at the public edge).
- Personal Data at rest is protected by provider-managed storage/volume-level encryption on U.S.-based managed infrastructure (Turso). (*AskElira does not represent that Turso database pages use BYOK page-level AES-256-GCM; encryption at rest is the provider's managed volume-level encryption.*)
- School-system credentials submitted through the dashboard (e.g., SchoolMint logins) are sealed with application-level envelope encryption (AES-256-GCM payload encryption with RSA-OAEP key wrapping); cloud systems store ciphertext, and the wrapping key material is held as a protected runtime secret available to the authorized application/operations runtime — **not** as cleartext in the database. (*The envelope protects database contents and backups; it is not represented as opaque to an authorized application runtime.*)

- **Multi-factor authentication is enforced on every account of the AskElira dashboard, including every administrator account, with no exemption.** A sign-in requires two independent factors, in sequence: a password belonging to that one person, verified first and stored only as a salted cryptographic digest (scrypt, per-user random salt) — never as the password itself, never in a recoverable form, never logged and never emailed; and then a single-use sign-in link sent to that person's verified email address (5-minute expiry, single-use). **A correct password alone never establishes a session; the emailed link is always required**, so neither a compromised mailbox nor a compromised password is sufficient by itself. Each named user sets their own password before the dashboard renders anything, so a seat cannot be shared behind a single factor, and password attempts are rate-limited per account and per source. Multi-factor authentication is additionally maintained on the underlying infrastructure-provider consoles.
- Access to Personal Data is restricted to AskElira personnel with a documented, role-based need.
- Security-relevant events (authentication attempts/failures, credential retrievals, anomalous data-volume changes, outbound-send anomalies) are logged with actor, timestamp, and coarsened source IP, retained for a minimum of 90 days, and swept by automated scans every 30–60 minutes.
- Third-party integration keys are stored in access-controlled secret storage (encrypted platform environment variables; a full-disk-encrypted operations workstation locally), never committed to source control, and never logged.
- The security program is aligned with the NIST Cybersecurity Framework (8 NYCRR § 121.5/121.9).

5.2 Organizational Safeguards.

Personnel with access to Personal Data are bound by written confidentiality obligations and receive data-privacy training before access and annually. Access privileges are reviewed and revoked promptly on termination of engagement. AskElira maintains the written DSPP (8 NYCRR § 121.6) and a written incident-response plan, provided on request before go-live. AskElira completes a criminal background check on personnel with access to Personal Data before granting access, renewed at least annually. A formal criminal background check has been performed on personnel with access to Personal Data.

5.3 Subprocessors (Single Authoritative Schedule).

Where this schedule lives. The current subprocessor schedule — both the Section 5.3(a) schedule below and the Section 5.3(b) schedule that follows it — is published at schools.askelira.com/legal/subprocessors, which is incorporated into and forms part of this Agreement and carries its own version number and date. **The tables printed below are that schedule as it stood on the date of this version of the Agreement** (Version 3.0 · August 2026), reproduced in full so the Controller can read the whole schedule without leaving the document. AskElira changes the published schedule only through the notice and objection process stated at the end of this Section 5.3 — not less than 30 days' advance written notice and a reasonable opportunity to object, with the termination right stated there. **The published schedule accordingly governs only to the extent that every change it carries has been noticed under this Section 5.3; as to any change that has not been, the tables printed below control.** Publishing a change is not an amendment of this Agreement and requires no re-execution by either party, and nothing in this paragraph permits AskElira to add or replace a Subprocessor without the notice this Section requires.

(a) Subprocessors with access to family and student data (Section 3.1(a)). Each is bound by written data-protection terms covering confidentiality, security, breach notification, and deletion on AskElira's instruction, and AskElira remains liable to the Controller for their acts and omissions. Where a provider publishes standard terms AskElira cannot negotiate, AskElira imposes on each subprocessor, by written

agreement, data-protection obligations no less protective than those AskElira owes the Controller, as **8 NYCRR § 121.9(b)** requires. Where a provider publishes standard terms AskElira cannot negotiate, AskElira selects only providers whose published terms meet that standard, and configures each service to United States regions where the provider offers that control. **One exception, named rather than disclaimed: Meta Platforms.** Meta operates the WhatsApp network on its own published terms, gives no United States processing commitment, and does not accept deletion instructions from AskElira for message content crossing its network. That is why the WhatsApp channel is **off unless the Controller switches it on**, and why leaving it off costs the Controller nothing else in the Services. Rows marked AI model provider are the providers referred to in DPA § 3.5; where more than one is listed, each is engaged only for the functions stated in its row. **The table below is the Section 5.3(a) schedule as of Version 3.0 · August 2026**; the current schedule is the published one identified above, at schools.askelira.com/legal/subprocessors.

SUBPROCESSORS — FAMILY AND STUDENT DATA (AS OF VERSION 3.0 · AUGUST 2026; CURRENT SCHEDULE AT [SCHOOLS.ASKELIRA.COM/LEGAL/SUBPROCESSORS](https://schools.askelira.com/legal/subprocessors))

Subprocessor	Role	Personal Data Accessed	Location
Twilio, Inc.	SMS delivery (A2P 10DLC registered); outbound keypad-IVR voice + plain-TTS attendance calls	Guardian phone number; student first name (spoken in both the enrollment and attendance call scripts); student full name (attendance text and email only); seat/attendance status; call outcome	U.S. region selected; Twilio states that selecting a region does not guarantee every datum remains in it
Meta Platforms, Inc. <i>WhatsApp Business Platform</i>	Carries family Q&A assistant messages over WhatsApp, where the Controller enables that channel. Twilio remains the provider of record — the channel is reached through Twilio's WhatsApp Business API and no separate AskElira agreement with Meta is interposed — but Meta operates the WhatsApp network and receives the message content in the clear on its own platform, so it is disclosed here in its own right rather than folded into the Twilio row	Guardian WhatsApp telephone number and WhatsApp display name; the guardian's question text as written; the assistant's answer text. The enrollment and attendance records in Section 3.1(a) are not sent over this channel	Global. Meta gives AskElira no United States processing commitment of any kind , and AskElira passes on no residency warranty for this channel — see Section 3.7(a)

Subprocessor	Role	Personal Data Accessed	Location
Google Cloud — Vertex AI	AI model provider (DPA § 3.5): family Q&A assistant, staff support assistant, School Operational Document reading. Content is not used to train or improve Google's models	Guardian question text; School Operational Documents the School uploads (flyers, calendars)	US Processing Endpoint (recorded in the Order Form; us-central1 unless stated otherwise). Data at rest and ML processing in-region; abuse-monitoring retention up to 90 days, held in the selected region, not used for training
Amazon Web Services — Amazon Bedrock	AI model provider (DPA § 3.5): staff-note send/hold review. The model served was developed by DeepSeek and is operated entirely by AWS; the developer receives no Content (AWS Service Terms § 50.12.5), and content is not used to train or improve any model	Staff Enrollment Notes (review only) — free text School staff wrote, SSN-shaped text redacted before transmission	US Processing Endpoint — a single US region (us-east-1, us-east-2 or us-west-2); cross-Region routing unsupported for this model. Zero data retention and zero operator access: nothing is stored
Google LLC — Sheets API	Enrollment tracker autofill (school-authorized)	Enrollment Data per Section 3.1(a)	United States
Turso (ChiselStrike)	Primary encrypted database hosting (provider-managed volume encryption at rest)	All persisted Personal Data in Section 3.1	United States
Vercel, Inc.	Application hosting and the serverless runtime that processes Personal Data	All Section 3.1 Personal Data processed in-runtime	U.S. regions selected; Vercel states it may process data globally and replicates some backups globally
AgentMail (Amazon SES)	Transactional email delivery + inbound guardian-mail receipt and sender authentication	Guardian email; student first name; student full name (attendance emails only)	United States

Subprocessor	Role	Personal Data Accessed	Location
Resend, Inc.	Standby outbound email delivery. A message is sent through Resend only where the primary email provider will not accept it for transport — a provider outage, an authentication or throttling failure. A rejection that belongs to the RECIPIENT, such as a suppression or block-list entry, is never retried here. Inbound guardian mail and its sender authentication remain with AgentMail	Guardian email; student first name; student full name (attendance emails only)	United States
SchoolMint	School-authorized SIS/enrollment integration	Guardian phone/email; student first name; grade; seat status; campus; enrollment year; SIS record identifiers	United States

(b) Processors of Controller staff and account data only (Section 3.1(b)). These providers support billing and contract execution. **None of them receives student data, guardian data, or any Protected Data under NY Education Law § 2-d. The table below is the Section 5.3(b) schedule as of Version 3.0 · August 2026;** it is published, and changes the same way, as the Section 5.3(a) schedule above.

PROCESSORS — CONTROLLER STAFF AND ACCOUNT DATA ONLY (AS OF VERSION 3.0 · AUGUST 2026; CURRENT SCHEDULE AT [SCHOOLS.ASKELIRA.COM/LEGAL/SUBPROCESSORS](https://schools.askelira.com/legal/subprocessors))

Processor	Role	Personal Data Accessed	Location
Stripe, Inc.	Subscription billing and payment processing	Billing contact name and email address; payment-method and subscription status. AskElira does not receive or store full payment-card numbers	United States
eSignatures.com	Electronic execution of the onboarding instruments	Signer name, email address, signature image, and execution audit trail	United States

Not a Subprocessor of Controller data: Anthropic PBC is used only as internal software-development tooling and **never** processes Controller student, guardian, or staff data in production. The former conversational-voice path (VAPI, with OpenAI as its model provider) was **retired** on July 24, 2026 and processes no Controller data. A provider's appearance in the schedule above is independent of that retired path.

AskElira will notify the Controller at least **30 days** before adding or replacing any Subprocessor with access to Personal Data, giving the Controller a reasonable opportunity to object. **Notice is given by email to the Controller's authorized representative and to its designated Data Protection Officer at the addresses recorded in the Order Form, and is simultaneously published at schools.askelira.com/legal.** AskElira will not add or replace a Subprocessor with access to Personal Data until 30 days after both have occurred, and the Controller may update either notice address in writing at any

time. **An out-of-date address does not excuse notice:** where notice to a recorded address fails or the address is known to be stale, AskElira must also give it to the Controller's authorized representative and to the School's head of school or general counsel. Because this notice is the trigger for the Controller's only termination right outside cause, a failure to give it is a material breach of this Agreement. If the Controller reasonably objects on data-protection grounds and AskElira cannot accommodate the objection, the Controller may terminate this Agreement without penalty on 30 days' written notice.

6. PURPOSE LIMITATION AND PROHIBITED USES

AskElira is expressly and permanently prohibited from using Personal Data for any of the following, regardless of any Controller instruction to the contrary: advertising, behavioral targeting, retargeting, or commercial marketing; sale, rental, licensing, or transfer to any third party for any commercial purpose; building individual student profiles beyond K-12 enrollment services; using student data to influence instruction or services at any other institution; disclosing student data to law enforcement except pursuant to a valid court order, subpoena, or as required by law (with prompt Controller notice unless legally prohibited); retaining Personal Data beyond the Section 9 periods; or using Personal Data to train, fine-tune, or improve any AI/ML model beyond the scope of the Services. These prohibitions survive termination indefinitely as to any Personal Data processed during the term.

7. SECURITY BREACH NOTIFICATION

7.1 Discovery and Initial Notification.

On discovering or reasonably suspecting a Breach, AskElira will notify the Controller's designated representative within **48 hours** of discovery by email, take immediate containment/mitigation steps, and preserve evidence for forensic investigation.

7.2 Written Incident Report.

Within 5 business days of discovery, AskElira will provide a written incident report describing the nature of the Breach and categories of Personal Data affected, the approximate number of individuals/records, likely consequences, measures taken/proposed, and the responsible AskElira contact.

7.3 Controller Notification Responsibility & Cost Reimbursement.

The Controller is solely responsible for determining whether the Breach triggers notification duties to students, parents, NYSED, the NY Attorney General, or others under FERPA, § 2-d, the SHIELD Act, or other law. AskElira will cooperate fully. To the extent required under § 2-d and 8 NYCRR § 121.10, AskElira shall promptly reimburse the Controller for the reasonable, documented cost of notifying affected parents, eligible students, teachers, or principals of an unauthorized release caused by AskElira's acts or omissions, including required regulatory reporting to NYSED. **This reimbursement obligation is not subject to the Section 12.3 caps,** which expressly exclude it, and it is not subject to any cap, limitation, or exclusion in the Master SaaS & Services Agreement or the NY § 2-d Addendum.

7.4 New York SHIELD Act.

AskElira acknowledges its obligations under the NY SHIELD Act (GBL § 899-aa *et seq.*) and will maintain reasonable safeguards. Where a Security Incident involves data outside § 2-d Protected Data (such as School Staff Data), AskElira will separately assess and comply with any resulting SHIELD Act notification obligations.

8. DATA SUBJECT RIGHTS AND CONTROLLER ASSISTANCE

Upon written request from the Controller, AskElira will: provide a complete export of all Personal Data for a specific student, guardian, or school within 5 business days in machine-readable (CSV) format; correct/update/amend inaccurate Personal Data within 3 business days; delete all Personal Data for a specific student or guardian within 5 business days of a verified written deletion request (active systems immediately, backups within 90 days); provide written confirmation of completed deletion within 5 business days; and restrict Processing of specific records pending resolution of an accuracy dispute.

Suppression carve-out. A deletion request under this Section does not delete the consent, revocation, and wrong-number suppression record for that guardian. That record is retained under Section 9 and is **reduced**, at the time the deletion is executed, to the telephone number, the email address, the suppression status, and the date — every other field is erased — so that honoring a deletion request never restores a number or address to contactable status. AskElira states this carve-out in its written confirmation of deletion.

9. DATA RETENTION AND DELETION (Record-Class Matrix)

Retention is governed by the following matrix. These periods match the platform's running purge job (90-day inactivity) and the 30-day offboarding runbook (backups within 90 days).

DOCUMENT DETAILS

Record class	While the subscription is active	On termination/expiration	Backups
Family-operational Personal Data (Section 3.1 enrollment, staff-note, flagged-question, and call/message-outcome records)	Retained while active; each family's data is deleted after 90 days of inactivity	Production deletion within 30 days ; CSV export offered within 10 business days	Deleted within 90 days
Audio recordings / call transcripts	Not applicable — none are created (keypad IVR)	—	—
Consent / opt-out records and STOP/"WRONG"-suppression records	Retained while active plus four (4) years , to evidence TCPA and do-not-contact compliance (47 CFR § 64.1200) past the limitations period applied to TCPA claims	Consent and suppression records retained for four (4) years after the engagement ends, then deleted	Deleted within 90 days

Record class	While the subscription is active	On termination/expiration	Backups
Sealed SchoolMint credentials	Retained while active (not auto-purged)	Deleted during the 30-day offboarding	Deleted within 90 days
Security-event logs	Retained a minimum of 90 days	Deleted with the account per offboarding	Deleted within 90 days
Controller staff and account data (Section 3.1(b)), including support requests and transcripts	Retained for the life of the account (not subject to the 90-day inactivity purge, which applies to family data)	Deleted during the 30-day offboarding, except billing records retained as required by tax and accounting law and the executed contract record	Deleted within 90 days
Sign-in tokens	Single-use; expire 5 minutes after issue	n/a	Deleted within 90 days
Content transmitted to the AI model provider (Section 3.5)	Not retained by AskElira. A registration document a guardian emails is never sent to the model at all; it is held only for the moment needed to forward it to School staff and is not written to storage, and only the checklist status persists. The AI model provider may log prompts and responses for a limited period for abuse detection and security, under provider-controlled retention (Section 3.7(b) and the Section 5.3(a) schedule)	AskElira holds no copy to delete, with one stated exception: the staff support assistant exchange is retained as a support transcript under Section 3.1(b), which is Controller staff and account data, not family or student data. AskElira issues the deletion instruction in writing, records the date it was issued, requests written confirmation, and provides the instruction and any confirmation received to the Controller on request. AskElira cannot and does not warrant that the provider has completed deletion	Provider-controlled
Other subprocessor/provider-held logs	Provider-controlled retention	AskElira instructs deletion within 90 days	Provider-controlled
Legal hold	As required by law (overrides deletion; minimized)	Overrides deletion until released, then promptly deleted	—

9.1 Deletion Procedure.

Within 30 calendar days of termination, cancellation, or expiration, AskElira will cease all Processing, provide a CSV export within 10 business days, permanently delete all Personal Data from active production systems, and, at the Controller's option and direction, transition Personal Data to a successor contractor (with data-protection agreements no less protective) in lieu of deletion. Backup and disaster-recovery copies are permanently deleted within 90 calendar days. **Redaction is not an acceptable means of destruction; destruction must render Personal Data permanently unreadable and unrecoverable.** AskElira provides written certification of deletion or transition upon request.

9.2 Legal Hold.

AskElira may retain Personal Data beyond these periods only to the extent required by applicable federal or NY law, valid court order, or regulatory obligation, will notify the Controller promptly, will limit retained data to the minimum required, and will delete it promptly on expiration of the hold.

10. AUDIT RIGHTS AND COMPLIANCE VERIFICATION

The Controller (or its authorized designee, including NYSED) may audit AskElira's compliance upon 30 days' written notice, no more than once per calendar year absent reasonable cause. AskElira will cooperate fully and may satisfy audit requests with current third-party security certifications, penetration-test summaries, or compliance reports in lieu of on-site audits, subject to reasonable confidentiality protections.

11. TERM AND TERMINATION

11.1 Term.

This Agreement is effective on execution by both parties and remains in force for the duration of the Controller's active subscription. It is **co-terminous with the Master SaaS & Services Agreement** and automatically renews concurrently with subscription renewal.

11.2 No Independent Termination for Convenience.

This Agreement does **not** create any independent right to terminate for convenience. It terminates only (a) together with the Master SaaS & Services Agreement, (b) for cause under Section 11.3, or (c) on the Controller's reasonable Subprocessor objection under Section 5.3.

11.3 Termination for Cause.

Either party may terminate immediately on written notice if the other: (a) materially breaches and fails to cure within thirty (30) days of written notice, provided that a breach of Section 5 (Security Measures), Section 6 (Purpose Limitation and Prohibited Uses), or Section 7 (Security Breach Notification) carries a fifteen (15) day cure period; (b) becomes insolvent or files for bankruptcy; or (c) in AskElira's case, receives a final regulatory determination that it violated FERPA or § 2-d in a manner materially impairing the Controller's compliance.

11.4 Survival.

Sections 6, 7, 9, 12, and 13 survive termination.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

12.1 AskElira Indemnification.

AskElira will defend, indemnify, and hold harmless the Controller and its officers, directors, employees, and agents from and against **third-party** claims, and from damages, penalties, fines, or expenses (including reasonable attorneys' fees) awarded against the Controller or agreed in settlement of such third-party claims, arising from AskElira's (a) material breach of this Agreement; (b) violation of FERPA or § 2-d due to AskElira's own acts or omissions; or (c) gross negligence or willful misconduct in handling Personal Data. For the avoidance of doubt, a regulatory penalty assessed against the Controller by NYSED, the New York Attorney General, or a federal regulator, and the cost of a notification the Controller must issue, are within this Section notwithstanding that the regulator is not a private claimant; AskElira's separate statutory obligation to reimburse notification costs is in Section 6(c) of the NY § 2-d Addendum and is uncapped. This Section does not create a first-party fee-shifting remedy for a dispute between the Controller and AskElira about this Agreement itself.

12.2 Controller Indemnification.

To the extent permitted by applicable law, the Controller will defend, indemnify, and hold harmless AskElira from claims arising from (a) the Controller's violation of FERPA or § 2-d; (b) the Controller's transmission of prohibited data categories under Section 3.2; or (c) the Controller's provision of inaccurate or unauthorized credentials or data.

12.3 Limitation of Liability (Conformed to MSA § 11).

This Section conforms to Section 11 of the Master SaaS & Services Agreement:

- **(a)** Neither party is liable for indirect, incidental, special, consequential, exemplary, or punitive damages.
- **(b) General cap.** Except as provided in (c) and (d), each party's total aggregate liability shall not exceed the total fees paid by the Controller to AskElira in the 12 months preceding the claim.
- **(c) Uncapped.** The caps in (b) and (d) do not apply to a party's breach of confidentiality obligations, a party's gross negligence or willful misconduct, AskElira's intentional violation of applicable data-privacy law, any liability that cannot be limited by law, or AskElira's obligation under NY Education Law § 2-d and Section 6(c) of the NY § 2-d Addendum to pay or promptly reimburse the educational agency for the full cost of notification where an Incident is attributable to AskElira.
- **(d) Data/privacy super-cap.** Except for the (c) categories, AskElira's total cumulative liability arising from a breach of this Agreement or the NY § 2-d Addendum — **including AskElira's indemnification obligations, but excluding the statutory notification-cost reimbursement in (c), which is uncapped** — shall not exceed the **greater of (i) five (5) times the fees paid in the preceding 12 months, or (ii) \$100,000.**

13. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of New York, without conflict-of-law provisions, consistent with NY Education Law § 2-d. The parties consent to the exclusive jurisdiction of the state and federal courts in New York County, New York. The parties will attempt to resolve any dispute through good-faith negotiation for

30 days before litigation; either party may seek injunctive relief to prevent irreparable harm without first exhausting negotiation.

NY EDUCATION LAW § 2-d NOTICE. In accordance with 8 NYCRR § 121.6, this Agreement constitutes the written contract required between the educational agency and its contractor. The Controller acknowledges its obligations under 8 NYCRR § 121.3 to include its Parents' Bill of Rights with this contract (§ 121.3(b)), to develop and publish the supplemental information required for this contract (§ 121.3(c) and (d)), and to designate a Data Protection Officer (§ 121.8). AskElira supplies the vendor-side content for that supplement as Exhibit B to the NY § 2-d Addendum.

14. NOTICES AND DESIGNATED CONTACTS

Notices shall be in writing and delivered by email with delivery confirmation or certified mail, return receipt requested, effective on confirmed delivery.

DOCUMENT DETAILS

Party	Contact for Notices	Data Privacy Contact
AskElira (Processor)	stoplosses.ai LLC — elira@askelira.com	elira@askelira.com — Attn: Data Privacy
Controller (School)	As specified in the signature block below	As specified in the dashboard

15. GENERAL PROVISIONS

15.1 Entire Agreement. This Agreement, together with the Master SaaS & Services Agreement, the NY Education Law § 2-d Addendum and its Exhibits and Annex 1, and any executed Order Form, is the entire agreement between the parties on data processing and supersedes all prior agreements and understandings on that subject. In the event of conflict, the order of precedence in MSA Section 14.12 applies.

15.2 Amendments. This Agreement may be amended only by a written instrument signed by an authorized representative of each party. **One narrow exception applies:** where an amendment is required by a change in applicable law or binding regulatory guidance, and is limited to what that change requires, AskElira may amend this Agreement on thirty (30) days' advance written notice describing the legal change and the amendment it compels. Such an amendment does not take effect if the Controller objects in writing within that period on data-protection grounds; in that case the parties will negotiate in good faith, and if they cannot agree the Controller may terminate without penalty and receive a pro-rata refund of prepaid, unused Fees. No other unilateral amendment is permitted, and **continued use of the Services never constitutes acceptance of any amendment.**

15.3 Severability. Invalid provisions are modified to the minimum extent necessary; the remainder continues in effect.

15.4 Waiver. No waiver is effective unless in writing; failure to enforce is not a waiver of future enforcement.

15.5 Counterparts and Electronic Signatures. May be executed in counterparts; electronic signatures (eSignatures.com, DocuSign, or PDF) are valid and binding.

15.6 Force Majeure. Neither party is liable for delays from causes beyond its reasonable control, provided it notifies the other promptly and takes reasonable steps to resume.

15.7 No Third-Party Beneficiaries. This Agreement is for the parties and their permitted successors and assigns; it creates no right in any third party, including students or parents.

16. EXECUTION AND SIGNATURES

By signing below, each authorized representative confirms they are duly authorized to bind their organization, have read and understood this Agreement, and agree to comply with all obligations herein. This Agreement is effective as of the date of the last signature.

For the Controller (School / Educational Institution)

SIGNATURE

DATE

PRINTED NAME

TITLE / POSITION

For AskElira (Processor) — stoplosses.ai LLC, a Wyoming limited liability company

SIGNATURE

DATE

ALVIN KERREMANS · CHIEF EXECUTIVE OFFICER AND SOLE MEMBER · AUTHORIZED TO BIND STOPLOSSES.AI LLC

Complete for the Controller: School Full Legal Name {{school_name}} · School Address _____ · City, State, ZIP _____ · Borough _____ · Authorized Representative Email {{account_email}} · IEP Director Name & Email _____ · Main Office Phone _____ · SchoolMint Campus ID (if applicable) _____

NOTE: Return the executed agreement to elira@askelira.com — Subject: "DPA — [School Name] — Executed." A countersigned copy will be returned within 2 business days. **Live student data will not be connected to AskElira until both parties have executed this Agreement and a countersigned copy has been delivered.**

stoplosses.ai LLC · 3660 Oxford Ave, Bronx, NY 10463 · akerremans@askelira.com · Part of the AskElira Schools onboarding packet (v2.7, August 2026). The executed MSA, DPA, and NY Ed Law § 2-d Addendum control over any summary of them.