MASTER SaaS AND SERVICES AGREEMENT

VERSION 5.9 · NOVEMBER 2026 · STOPLOSSES.AI LLC · SCHOOLS.ASKELIRA.COM/LEGAL

Parties. stoplosses.ai LLC, a Wyoming LLC (formed June 27, 2025; ID 2025-001709747), 3660 Oxford Ave, Bronx, NY 10463, contracts with **`{{school_name}}`** ("Customer" or "School"). "AskElira" and "Company" mean that LLC alone; AskElira is the Platform's name, not another entity. Contact: elira@askelira.com; schools.askelira.com. Signatory: Alvin Kerremans, CEO.

1. DEFINITIONS

Agreement includes this MSA and jointly executed exhibits, Order Forms, addenda and amendments. **Authorized Users** are Customer's designated employees, administrators and staff. **Customer Data** is all information Customer provides for the Services, including enrollment data, guardian contacts, Call Outcome Records, elected Voice Receptionist Records and DPA information; it excludes de-identified or aggregated data incapable of reasonably identifying an individual. **Call Outcome Record, Voice Receptionist Add-On, Voice Receptionist Records and Call Transcript** have the meanings in attached DPA § 1, incorporated unchanged, including outbound/inbound distinctions; Controller means Customer. **Protected Data** has the NY 2-d Addendum's meaning, including FERPA and NY Education Law § 2-d student PII. **DPA** and **NY 2-d Addendum** are the separately executed, incorporated data-processing agreement and NY Education Law § 2-d addendum. **Platform** means schools.askelira.com and its features, APIs, documentation and updates. **Front-Office Services** are the website chat, AI texting and email answers in § 2.2; they exclude the separately elected Voice Receptionist and Absence Alerts. **Services** include Platform access/Front-Office Services, elected add-ons, onboarding, support and other agreed services. **Fees** are amounts payable under this Agreement/Order Form. **Order Form** is Exhibit A; its attached dated **Official Pricing Structure** applies, and later versions require both parties' signatures. **Subscription Package** means the Front-Office Package under Pricing § 1 with any elected add-on; the Order Form controls differing fees. **Term**: § 9.

2. SERVICES

2.1 Provision of Services. During the Term, AskElira uses commercially reasonable efforts to provide access and Front-Office Services, licensing Customer non-exclusively, non-transferably and without sublicensing solely for internal enrollment management.

2.2 Subscription Packages. The **Front-Office Package** includes the family website Q&A widget (with calendar/flyers); elected inbound-only WhatsApp Q&A; AI texting (inbound text Q&A) on the School's own text-enabled main office number, which stays the School's, where AskElira has enabled hosting for it, otherwise on a number AskElira provides; automatic email answers; a daily operations email; the School's knowledge base and dashboard; and English, Spanish and Arabic (others on request). **Email answers:** where the School forwards its front-office inbox, answers are automatic by default (confirmed at go-live; wait 5, 10 or 15 minutes, default 5) unless the School elects staff approval of each. AskElira answers only if the shared answer engine can answer from the School's own facts. It sends nothing if a staff reply reaches the forwarded inbox first (replies elsewhere are unseen), the AI pause is on or the address has opted out. An email it cannot answer is not sent to the family; it goes only to the School's staff contact with a note and a link to teach Elira the answer. **Add-ons**, each needing an Order Form election and AskElira enablement: the **Voice Receptionist** (also an executed amendment, one Customer at a time) and **Absence Alerts** (daily absence voice/text/email alerts). Declining an add-on reduces no fee. Enrollment outreach, IEP notification, SchoolMint integration and tracker autofill are not part of this Version and have no price; AskElira provides them only under a signed Order Form or § 14.2 amendment.

Package	Price	Commitment/billing
Front-Office Package	$200/month	Monthly in advance; renews monthly (§ 9.1(a)); 2,000 texts/month included
Voice Receptionist add-on	+$400/month ($600/month with the package)	1,500 minutes/month included
Absence Alerts add-on	$150/month up to 1,000 students; $250/month above	Monthly; never in the pilot

Attached Pricing/Order Form govern fees. **Free pilot**, recorded in the package field, is not a package: no Fees or invoice, only the following functions, all others off, including Absence Alerts and, except Pilot voice below, voice. Charter: website chat, AI texting and email answers, without staff approval of answers unless elected under § 2.2. Private/independent edition (Part 3 private-school addendum): admissions assistant, general school front-office answers under Private School Addendum § 10(f), AI texting, email answers and visit booking only. Admissions questions use staff-approved information without AI drafting. Staff open tour/open-house/interview slots; families book, move or cancel by booking page, admissions email, text or link; staff may close slots/cancel visits. Elected Google Calendar gets bookings (DPA § 5.3(a)). **Pilot voice:** a charter or New York private pilot may elect the Voice Receptionist by signing its amendment: at most 500 started minutes per calendar month (New York time), no Fee, overage or invoice; at 500 it stops answering until month-end (a call in progress ends after a short spoken notice); no rollover; ends with the pilot. Private pilots exclude applications/enrollment/deposits, SIS/billing connections and, outside New York, phone/voice. Term: § 9.1(d).

2.3 Usage. The Front-Office Package includes 2,000 texts per calendar month (New York time); each further text is $0.05, invoiced in arrears (Pricing § 3). Included amounts do not roll over. No other usage changes a fee mid-Term, and any other fee change requires renewal, § 5.7 notice and § 14.2 signed amendment.

2.4 Platform Changes. AskElira may reasonably change functionality for quality, security, performance, legal compliance or vulnerabilities, using commercially reasonable advance notice of material changes affecting use.

2.5 Onboarding. Includes dashboard configuration, applicable SchoolMint connection through Customer-created dedicated staff-account credentials, website knowledge scraping/setup and pre-live enrollment test. Customer cooperates and names a contact.

2.6 Support. elira@askelira.com, weekdays 9am–6pm Eastern; commercially reasonable acknowledgment within one business day; non-critical resolution within three business days. Substantial unavailability or incorrect/wrong-recipient/out-of-window outreach is critical: priority, work begins same business day. Requests are timestamped; Customer receives a summary of its ticket acknowledgment and resolution times on written request.

2.7 Availability. Commercially reasonable monthly 99% target, excluding scheduled maintenance (24 hours' notice where practicable), third-party outages, Customer connectivity, § 14.7 events and other downtime outside AskElira's reasonable control. Dashboard and outbound pipeline must both pass automated checks at least every 5 minutes; monthly percentage/downtime periods on written request. Sole target remedy: commercially reasonable prompt restoration; no credit entitlement absent separate written agreement.

2.8 Voice Restrictions. Outbound enrollment uses deterministic Twilio keypad IVR; attendance uses text-to-speech. Neither is recorded/transcribed; only dispositions/brief operational summaries remain. Attached TCPA Consent & Outreach Scripting §§ 5, 8–9, 14–18 govern scripts, school identification/callback, keypad meanings, wrong numbers, permanent all-channel revocation, reversible attendance-call preference and tardy notices. AskElira makes no automated call without the main-office number. Enrollment attempts: weekdays, 9am–noon, 5pm–6pm, then 1pm–4pm Eastern; one per window, maximum three/event and three/family/seven days. Each attempt must satisfy the permitted window in both Eastern and recipient local time; undeterminable recipient zone defaults to Eastern. Attendance: school-day mornings from approximately 9am Eastern, maximum one/student absence. Telephone identifies first name only; consented text/email full name. Tardy requires separate, initially-off election and consent disclosing it: one bilingual SMS/student/school-day, no call/email. No weekend voice; texts AskElira starts go weekdays 8am–6pm Eastern, with recipient-local limits under § 4.5; a reply to a message the guardian sent, including a STOP or HELP response, may go at any hour. Departure requires Customer's prior written authorization. Revocations by any reasonable method are honored; requests are confirmed only after recording. TCPA responsibility: § 4.5. Urgent messages: TCPA Scripting, Emergency notice.

Inbound Voice Receptionist follows attached TCPA §§ 5a and 14b, incorporated including their complete opening, language/consent and refusal-topic rules: the § 14b opening and press 1 for Version 5.9+ signers (earlier signers: executed opening, language-specific keypad confirmation) before caller audio reaches AI or transcription begins, until recorded written counsel approval permits disclosure-and-continue; same-day switch email; Customer may elect permanent keypad. Forwarding is Customer-controlled (closed office, unanswered rings or busy); stopping it ends those calls immediately without penalty. No staff transfers. Answers come only from the School's own facts: where AskElira has enabled the shared answer engine for a charter School that executed Version 5.0 or later, it drafts each answer from the caller's transcribed question (DPA § 3.5) and OpenAI only listens and speaks it; otherwise approved school facts alone answer. Financial aid, discipline, health, special education/IEP, immigration, legal/safety, admissions decisions, staff conduct and student records become office messages/transcripts. Emergencies receive the office-unavailable/message response. For a message containing an answerable question, answer first, ask whether a message remains wanted, and deliver only requested/unanswered messages. Answers/excerpts go to dashboard/digest review; corrections teach, unconfirmed answers do not. No AskElira audio recording, carrier recording or telephone email collection. Provider processing/retention, including the OpenAI direct-API US-endpoint exception and Fly.io relay, are disclosed in DPA §§ 3.5, 3.7, 5.3(a).

2.9 Accessibility. Commercially reasonable WCAG 2.1 AA efforts, at-least-annual review and reasonable barrier remediation, consistent with ADA Title II/§ 504; latest review date/scope/open barriers on written request. Widget conformance due April 26, 2027 under 28 CFR Part 35 (April 17, 2026 extension); failure is material breach with § 9.2 termination/pro-rata unused-prepayment refund. No third-party accessibility audit or full-conformance representation. Requested VPAT/equivalent report within 30–60 days.

3. CUSTOMER OBLIGATIONS

3.1 Account. Customer secures credentials/access, bears account activities and immediately reports unauthorized access to elira@askelira.com; AskElira excludes losses caused by Customer's security failure.

3.2 Users. Only designated employees/authorized staff; Customer ensures compliance, bears their acts and promptly revokes unnecessary/violating access.

3.3 Prohibitions. Customer shall not, nor permit Authorized Users or third parties to, undertake reverse engineering/source derivation, modification/translation/adaptation/derivatives, third-party sublicensing/resale/rental/lease/transfer, non-internal-enrollment use, proprietary-notice removal, unlawful use, malware, unauthorized access or deceptive/harassing/illegal communications, including CAN-SPAM/state-law violations.

3.4 Accuracy. Customer alone bears Customer Data accuracy, completeness and lawfulness (including contacts, seat status and IEP flags); AskElira need not verify and is not liable for Customer-provided data errors.

3.5 Consent. Before SMS/voice activation Customer warrants legally required prior express/written consent through attached Pathway A application language or Pathway B form, maintains evidence and supplies it on request. Three independent, separately revocable, school-specific voice/SMS/email checkboxes gate each channel on confirmed consent; SMS alone authorizes no voice. Where neither is granted, no automated outreach is sent. One school's consent never covers another. AskElira demonstrates gates pre-live. Warranty/indemnity covers execution-attached wording only; later changes require § 14.2 signatures. On written request, at most quarterly, AskElira supplies per-guardian status, wording version, capture method/time, revocation date/method/channel and blocked-for-consent exception log; Customer may audit either against its records on 10-business-day notice. Customer indemnifies/defends/holds AskElira harmless against claims/penalties/fines/liability from consent/calling-texting-law failures only as law permits and § 4.5 allocates.

3.6 SIS Authorization. Customer warrants connected-system authority, provides valid credentials/access and promptly revokes on termination. PowerSchool is read-only, off absent written Order Form/amendment election; Customer's administrator approves every view-only field and may disable the plugin. DPA § 3.3 governs integration limits.

3.7 Cooperation. Customer reasonably supplies timely website/data/configuration access and contact.

4. DATA PRIVACY AND SECURITY

4.1 Governing Documents. Executed DPA/NY 2-d Addendum control data privacy/security conflicts.

4.2 FERPA. DPA §§ 2.2, 2.3 and 4.5 govern conditional school-official/legitimate-educational-interest status, annual notice, institutional function, direct control and 34 CFR § 99.33(a) use/redisclosure limits. AskElira meets conditions other than Customer's annual notice; only when all hold is separate FERPA parental disclosure consent unnecessary. Processing is solely Customer-directed for Services; redisclosure only DPA-authorized or legally required.

4.3 NY 2-d. AskElira complies as covered contractor under § 2-d/8 NYCRR Part 121; Customer publishes its Parents' Bill of Rights and contractor supplement.

4.4 COPPA. Guardian/staff service, not directed/intended for under-13 users; no direct child collection. Schools may authorize educational-only collection for parents; AskElira remains responsible under COPPA, limits collection to necessity, prohibits advertising/commercial uses and unnecessary disclosure conditions.

4.5 TCPA/CAN-SPAM Allocation. Controlling allocation: neither bears the other's duties; each indemnifies only its own: Customer obtains/documents consent before providing contacts, maintains lawful/current contacts and keeps its callback number in service, handles its outside-Platform communications, and records office-received revocations into Platform within one business day. AskElira owns consent gates, automated scripts/identification/callback/opt-outs, technology, frequency/attempt limits, permanent all-channel wrong-contact suppression and revocation processing within two business days; it notifies Customer's contact of every revocation/wrong-number/do-not-contact report within one business day of recording, and retains consent/revocation records under attached TCPA document. Sending-pipeline controls enforce Eastern and recipient-local limits, never before 8am/after 6pm recipient time, except a reply to the recipient's own message. Automated emails identify Customer alone in From, using its controlled/authorized domain, making Customer sole sender under 16 CFR § 316.2(m). Opt-outs remain operational at least 30 days (15 USC § 7704), requiring only email address/preference (16 CFR § 316.4). A **Direct Reply** answers a guardian's message or confirms/changes/reminds/follows up their booked visit: one-to-one in Customer's name, no footer/address/unsubscribe/partner line; STOP, UNSUBSCRIBE or plain stop-request reply permanently opts out for Customer. Other automated guardian emails carry attached TCPA § 16 footer.

4.6 Minimization. DPA §§ 3.1–3.2 exclusively enumerate necessary authorized data and prohibited categories; AskElira collects nothing else.

4.7 AI Restriction. No Customer/Protected Data trains, fine-tunes or improves models beyond Services; equivalent restrictions bind every AI subprocessor.

4.8 Security. DPA/NY Addendum/Plan measures apply, including TLS 1.2+ in transit, US-region storage encryption at rest subject to DPA § 3.7, AES-256-GCM/RSA-OAEP credential encryption, role controls, individual salted password digests plus single-use verified-email links for every administrative account's MFA, infrastructure-console MFA, event logs and NIST-aligned practices.

4.9 Breaches. Actual/reasonably suspected breach or unauthorized Protected Data disclosure: notice without unreasonable delay, within 48 hours of discovery; NY Addendum governs reports/costs.

4.10 Audits. Customer/designee (including NYSED): 30-day written notice, once/calendar year absent reasonable cause; DPA procedures apply. Current third-party certifications, penetration summaries or compliance documentation may satisfy routine requests instead of onsite review, with reasonable confidentiality.

4.11 Personnel. Before access and annually: applicable federal/state privacy-law training (FERPA/§ 2-d/COPPA/PPRA) and formal criminal checks for everyone accessing Protected Data (presently two owner-officers). On written request, officer-signed attestation lists each person's latest check date/provider.

5. FEES AND PAYMENT

5.1 Fees. Order Form/attached Pricing apply; one monthly Stripe invoice per School (Pricing § 6) covers fixed Fees for the service month and usage in arrears, payable under § 5.3.

5.2 Setup. None unless Order Form states otherwise.

5.3 Payment. Net 30 unless Order Form differs; amounts unpaid after invoice day 30 accrue the lesser of 1.5%/month or legal maximum. Unpaid undisputed Fees permit suspension on 30-day written notice.

5.4 Taxes. Customer pays applicable taxes except AskElira net-income taxes; valid exemption relieves collected taxes.

5.5 Disputes. Written invoice dispute within 15 days of receipt; undisputed balance still due; good-faith resolution in 30 days.

5.6 Deductions. No setoff, recoupment, counterclaim, deduction or withholding except legally required.

5.7 Changes. At a renewal only, on at least 60 days' written notice; Customer may decline renewal under § 9.1. Order Form-fixed renewal rates prevail for their stated term.

6. INTELLECTUAL PROPERTY

6.1 AskElira IP. AskElira retains Platform/Services/software/algorithms/models/methods/documentation IP; Customer receives only § 2.1 license.

6.2 Customer Data. Customer retains ownership; necessary Services-use license ends with Term, subject to DPA retention.

6.3 Feedback. Suggestions/recommendations/input excluding Protected/Personal Data and Customer Confidential Information: perpetual, irrevocable, royalty-free worldwide improvement license, excluding PII.

6.4 Anonymous Data. Product improvement/research/benchmarking may use only aggregated usage telemetry incapable of reasonably identifying Customer or individuals (counts/timings/dispositions/errors), never Protected Data or derivatives; no sale or disclosure for advertising/profiling. NY Addendum Exhibit B controls exclusive Protected Data purposes.

6.5 Reserved Rights. No implied license; ungranted AskElira rights reserved.

7. CONFIDENTIALITY

7.1 Definition. Nonpublic information designated/reasonably understood confidential, including AskElira Platform/pricing/technology/algorithms/methods and Customer Data/Protected Data/nonpublic operations/finances.

7.2 Duties. At least reasonable protection; Agreement purposes only; no unconsented disclosure except need-to-know employees/contractors/advisors bound no less restrictively.

7.3 Exceptions. Public without receiving-party fault, previously rightfully known, unrestricted lawful third-party receipt or independently developed without reference.

7.4 Compulsion. Legally permitted prompt prior written notice, protective-order cooperation, minimum required disclosure.

7.5 Relief. Breach may cause irreparable harm; injunction available without bond/actual-damages proof.

8. WARRANTIES AND DISCLAIMERS

8.1 AskElira. Authority; no knowing third-party IP infringement; professional/workmanlike industry-standard Services; DPA commercially reasonable security; no malware/malicious code to its knowledge.

8.2 Customer. Authority; lawful data/all consents; FERPA/§ 2-d/COPPA/TCPA-compliant use; no DPA-prohibited data; connected-system contractual authority to share credentials.

8.3 Disclaimer. EXCEPT § 8.1, SERVICES ARE AS IS/AVAILABLE; ALL OTHER EXPRESS/IMPLIED WARRANTIES DISCLAIMED, INCLUDING MERCHANTABILITY, FITNESS, NON-INFRINGEMENT, ACCURACY, UNINTERRUPTED/ERROR-FREE/COMPLETE SECURITY AND THIRD-PARTY SUBPROCESSOR WARRANTIES.

8.4 Outcomes. NO ENROLLMENT, SEAT-FILL OR RESPONSE GUARANTEE; RESULTS DEPEND ON EXTERNAL FACTORS INCLUDING DATA/FAMILY RESPONSIVENESS.

9. TERM AND TERMINATION

9.1 Term/Renewal. (a) Front-Office Package and add-ons: Effective Date start, one-month Initial Term; automatic successive one-month Renewal Terms absent either party's written non-renewal 30 days before end. (b) Negotiated commitment (including multi-campus): as the Order Form states. (c) Order Form states Initial Term expiry, also the contract-expiration date disclosed in the charter agency's 8 NYCRR § 121.3(c) supplement. (d) Free pilot: three (3) calendar months from Customer's completed signing, no Fees, no renewal; only written extension/new paid Order Form before expiry continues it. Customer may end early by written notice. At expiry family messaging (and pilot voice) stops; § 9.4/DPA § 9 govern data.

9.2 Cause. Immediate written termination for material breach uncured 30 days after written notice (15 for DPA §§ 5–7 under DPA § 11.3), insolvency/general-creditor assignment/bankruptcy petition, or final AskElira FERPA/§ 2-d regulatory violation materially impairing Customer compliance.

9.3 Convenience. None during committed Term except pilot § 9.1(d). DPA/Addendum co-terminate, except DPA §§ 5.3, 11.2, 15.2, NY Addendum § 4 or MSA § 14.2 permits earlier termination. Either's earlier termination automatically ends MSA same date, with pro-rata unused-prepayment refund within 30 days; processing requires all three executed instruments.

9.4 Effect. Licenses end; Customer ceases use; both return/destroy Confidential Information; AskElira returns/deletes Customer/Protected Data on DPA/Addendum timelines.

9.5 Refund. Customer's § 9.2 termination for AskElira's uncured material breach earns pro-rata prepaid unused post-termination Fees.

9.6 Survival. §§ 1, 4, 6, 7, 8.3–8.4, 9.3–9.5, 10–12, 13 (stated period), 14; DPA/Addendum data-handling/deletion/prohibited-use duties survive.

10. INDEMNIFICATION

10.1 AskElira. Defend/indemnify/hold Customer and officers/directors/employees/agents harmless against third-party claims/damages/losses/liabilities/costs, reasonable attorneys' fees included, from AskElira's material MSA/DPA breach, Platform-as-provided IP infringement, own FERPA/§ 2-d violation, or Protected Data gross negligence/willful misconduct.

10.2 Customer. Same defense/indemnity/protection for AskElira and officers/directors/employees/agents, only as law permits, for Customer's material breach, FERPA/§ 2-d/COPPA/TCPA violation, prohibited data, missing guardian SMS/voice consent or § 3.5 language implementation, or unauthorized use. Legal inability to indemnify leaves §§ 3, 8.2 warranties/consent duties intact.

10.3 IP Remedy. At own option/expense, AskElira may cure an actual/likely IP claim by equivalent-function modification, continued-use license or affected-access termination/pro-rata unused-prepayment refund; exclusive IP remedy.

10.4 Procedure. Prompt notice, indemnifier's sole defense/settlement control, reasonable cooperation; no settlement imposing indemnitee obligations without prior written consent.

11. LIABILITY

TO THE MAXIMUM EXTENT LAWFUL:

(a) NEITHER PARTY OWES INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS/REVENUE/DATA/GOODWILL/OPPORTUNITIES, HOWEVER CAUSED, EVEN IF ADVISED.

(b) EXCEPT (c)–(d), EACH PARTY'S TOTAL CUMULATIVE AGREEMENT LIABILITY, IN CONTRACT/TORT/STATUTE/OTHERWISE, IS CAPPED AT FEES ACTUALLY PAID IN THE 12 MONTHS BEFORE THE CLAIM-GIVING EVENT.

(c) CAPS (b)/(d) EXCLUDE CONFIDENTIALITY BREACH (§ 7), GROSS NEGLIGENCE/WILLFUL MISCONDUCT, ASKELIRA'S INTENTIONAL DATA-PRIVACY-LAW VIOLATION, LEGALLY UNLIMITABLE LIABILITY AND ASKELIRA'S FULL STATUTORY NOTIFICATION-COST PAYMENT/PROMPT REIMBURSEMENT UNDER § 2-d/ADDENDUM § 6(c) FOR INCIDENTS ATTRIBUTABLE TO ITS ACTS/OMISSIONS.

(d) EXCEPT (c), ASKELIRA'S TOTAL CUMULATIVE DPA/ADDENDUM-BREACH LIABILITY, INCLUDING THEIR INDEMNITIES, IS CAPPED AT GREATER OF FIVE TIMES FEES PAID IN THE 12 MONTHS BEFORE THE EVENT OR $100,000; (c)'S NOTIFICATION COSTS REMAIN UNCAPPED. § 13 INSURANCE SUPPORTS THIS DUTY. DPA § 12.3 CONFORMS.

12. LAW AND DISPUTES

12.1 Law. Customer's state, without conflicts rules; UN Convention on Contracts for the International Sale of Goods excluded.

12.2 Negotiation. Good-faith direct negotiation for 30 days after written dispute notice.

12.3 Venue. Thereafter exclusive state/federal courts for Customer's county; irrevocable jurisdiction submission.

12.4 Injunctions. Emergency relief in any competent court without negotiation, including threatened §§ 3.3, 7, 4 breaches.

13. INSURANCE

Coverage is in force at signing; § 13.1 governs duration. Hiscox CGL/Tech E&O; United Specialty (AM Best A), through Vouch, Cyber. COI on request. Notify Customer within 10 business days of lapse/cancellation/nonrenewal/replacement below A-.

13.1 Coverage. At AskElira's expense, before live-data connection through Term/two years afterward: AM Best A- or better (or unavailable to early-stage company: reputable Customer-reasonably-acceptable carrier); CGL $1m/occurrence and aggregate; Tech E&O/Cyber (combined permitted) $1m/claim-occurrence and aggregate covering performance failures, breach response, insurable regulatory fines, notification costs and security/unauthorized-disclosure third-party claims. Legally required workers' compensation wherever W-2 employees, except owner-officers-only periods.

13.2 COI. On written request: COI, commercially available Customer CGL additional-insured status for performance claims/subrogation waiver. Cancellation/material reduction: 30-day advance written notice.

13.3 Liability. Insurance is minimum, not liability/indemnity limit.

14. GENERAL

14.1 Entire Agreement. MSA/Order Form/DPA/Addendum/attached Pricing supersede prior negotiations/understandings.

14.2 Amendments. Before Effective Date/through Term, publish Version-History-identified instruments at schools.askelira.com/legal, never superseded versions or standalone versions of consolidated documents; failure is material breach, 10-business-day written-notice cure. MSA/DPA/Addendum/Pricing amendments require a writing signed by each party's authorized representative, except AskElira may make law/regulatory-guidance-required changes on 30-day advance written notice; Customer's reasonable material/data-protection objection permits affected-document termination without penalty/pro-rata unused-prepayment refund. Continued use is no material-change acceptance.

14.3 Severability. Minimum enforceability modification; remainder survives.

14.4 Waiver. Signed writing only; nonenforcement waives no future right.

14.5 Assignment. Other party's prior written consent, except AskElira merger/acquisition/reorganization/substantially-all-assets transfer with all duties assumed; violations void.

14.6 Notices. Written, confirmed-delivery email or certified return-receipt mail to Order Form addresses; effective on confirmed delivery.

14.7 Force Majeure. Beyond-control failure/delay excused with prompt notice/reasonable resumption; either party may terminate without penalty after 60 days by written notice.

14.8 Relationship. No agency/partnership/joint venture/employment.

14.9 Execution. Counterparts/electronic signatures (including eSignatures.com/DocuSign/PDF) equal ink.

14.10 Publicity. Identifying press releases require prior written consent; AskElira may list public Customer name as client, removing within 30 days of written request.

14.11 Laws. Both comply with applicable laws, including FERPA/COPPA/TCPA/CAN-SPAM/§ 2-d/NY SHIELD/data protection.

14.12 Precedence. Conflict ranking: (1) NY Addendum/its Security Plan and Supplemental Information exhibits; (2) DPA; (3) Order Form/attached Pricing; (4) execution-attached, Version-History-identified TCPA Consent & Outreach Scripting and Guardian Consent Language; (5) MSA. Rank (4) amendments require § 14.2. Privacy Policy is not contractual; other operational templates modify none.

14.13 Headings. Convenience only.

SIGNATURES

Authorized representatives execute effective Exhibit A's date.

stoplosses.ai LLC, Wyoming LLC

SIGNATURE	DATE

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

Customer — `{{school_name}}`

SIGNATURE	DATE
PRINTED NAME	TITLE

Effective only when both parties sign, with executed DPA and NY Addendum; no student-data connection before all three. Countersignature returned within two business days. Executed copies: elira@askelira.com; subject "MSA — [School Name] — Executed."

EXHIBIT A — ORDER FORM

For `{{school_name}}`; incorporated into this MSA.

Field	Details
School legal name	`{{school_name}}`
Address/borough	_____
Authorized representative	_____
Representative email	`{{account_email}}`

Field	Details
Data Protection Officer — name/title/email; charter § 121.8 officer; DPA § 5.3/Addendum § 6(a) notices. Stale address also requires notice to representative and head/general counsel	_____
Main-office callback — required for enrollment/attendance calls under 47 CFR § 64.1200(b)(2); otherwise text/email	_____
School valid physical postal address — non-Direct-Reply guardian email footer	_____
School From name/controlled-authorized domain — sole sender, 16 CFR § 316.2(m)	_____
Consent	□ Pathway A application □ Pathway B form; wording version: _____
Charter Annex 1 adopted Parents' Bill of Rights — Addendum § 7(a) prerequisite	□ Attached □ Missing: service barred □ Private edition: inapplicable
Charter § 121.5 adopted data-security/privacy policy — Plan consistency/§ 121.9(a)(2) compliance	□ Supplied □ Missing: service barred □ Private edition: inapplicable
IEP director/name/email	_____
Effective date / Initial Term expiry (charter § 121.3(c)(3) disclosure)	_____ / _____
Package	`{{plan_label}}` — `{{plan_price}}`
Term	Front-Office: one month/auto-renewal (§ 9.1(a)); negotiated: Order Form (§ 9.1(b)); pilot: three calendar months from signing/free/no renewal, edition scope (§§ 2.2, 9.1(d))
Usage/setup	2,000 texts/month, then $0.05 (§ 2.3); $0 setup
AI texting number (§ 2.2)	□ School's own text-enabled main office number: _____ □ AskElira-provided number
Payment	Monthly Stripe invoice, net 30, any method Stripe accepts (Pricing § 6)
SchoolMint	□ Yes □ No
Google Sheets tracker	□ Yes □ No
Absence Alerts add-on — never in pilot (Pricing § 5)	□ No □ Up to 1,000 students □ Over 1,000
PowerSchool read-only — written election; School plugin/approved view-only fields; no writeback (DPA § 3.3)	□ Not elected □ Elected; server: _____
Attendance source if enabled	□ CSV □ Dashboard paste □ Elected PowerSchool; else School-supplied (DPA § 3.4)
Languages	□ English/Spanish □ +Arabic □ Other: _____
AI region (disclosure, not election)	`us-central1`; DPA §§ 3.5/3.7/5.3(a) govern provider/function routing, US commitments, Voice Receptionist direct-OpenAI exception, retention/notices. DPA § 3.7(c) pauses family Q&A, notes, support, AI sorting and staff dictation; deterministic sorting/enrollment/attendance continue without model-sort transmission.
Voice Receptionist add-on (pilot: § 2.2; §§ 1, 2.8; Pricing § 4)	□ Not ordered □ Ordered

NOTES AND SPECIAL TERMS: _____

Attached **Official Pricing Structure v2.0 (November 2026)** forms Exhibit A; signing confirms these details.

stoplosses.ai LLC · 3660 Oxford Ave, Bronx, NY 10463 · akerremans@askelira.com · AskElira Schools onboarding packet.