MASTER SaaS AND SERVICES AGREEMENT

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

Contracting party: stoplosses.ai LLC, a Wyoming limited liability company (Articles of Organization filed with the Wyoming Secretary of State on June 27, 2025, Original ID 2025-001709747), principal office 3660 Oxford Ave, Bronx, NY 10463. **"AskElira"** is the name of the Platform and is used throughout these documents as a defined short reference to stoplosses.ai LLC; it is not a separate legal entity and no obligation in these documents is owed by or to any person other than stoplosses.ai LLC. Governing law: New York.

This Master SaaS and Services Agreement (this "Agreement") is entered into by and between **stoplosses.ai LLC** and the Customer identified in the Order Form attached as **Exhibit A**.

- **Vendor:** stoplosses.ai LLC ("Company" or "AskElira") — elira@askelira.com — schools.askelira.com. Authorized signatory: Alvin Kerremans, Chief Executive Officer.
- **Customer:** `{{school_name}}` (the "Customer" or "School"), as further identified in the Order Form.

1. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

"Agreement" means this Master SaaS and Services Agreement, together with all exhibits, order forms, addenda, and amendments executed by both parties.

"Authorized Users" means the Customer's designated employees, administrators, and authorized staff members permitted to access the Platform on behalf of Customer.

"Customer Data" means all data, information, and content provided by Customer to AskElira in connection with the Services, including student enrollment data, guardian contact information, and Call Outcome Records, and all other information described in the separately executed Data Processing Agreement. Customer Data does not include de-identified or aggregated data that cannot reasonably identify any individual.

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

"Data Processing Agreement" or "DPA" means the separately executed FERPA-compliant data processing agreement between the parties, incorporated herein by reference.

"Enrollment Automation Services" means the suite of tools AskElira provides through the Platform, including automated email and SMS outreach sequences, deterministic keypad-IVR and text-to-speech voice outreach, enrollment tracker automation, IEP-director notifications, and daily ops digest communications, as further described in Exhibit A.

"Fees" means all amounts payable by Customer pursuant to this Agreement and the applicable Order Form.

"NY 2-d Addendum" means the separately executed New York Education Law § 2-d Addendum, incorporated herein by reference.

"Order Form" means the order form attached as Exhibit A specifying the Subscription Package, Fees, Term, and other applicable terms.

"Official Pricing Structure" means AskElira's Official Pricing Structure, **version 1.3 dated July 30, 2026**, attached to and incorporated into this Agreement as part of Exhibit A. Only the attached, dated version applies; any later version applies only if executed by both parties.

"Platform" means the AskElira for Schools software application at schools.askelira.com, including all features, functionality, APIs, documentation, and updates.

"Protected Data" has the meaning given in the NY 2-d Addendum and includes all student data and personally identifiable information as defined under FERPA and New York Education Law § 2-d.

"Services" means, collectively, access to the Platform, the Enrollment Automation Services, onboarding, technical support, and all other services provided by AskElira under this Agreement.

"Subscription Package" means Customer's selected tier of Services as specified on the Order Form: Standard Annual (Paid Upfront), Standard Annual (Billed Monthly), or Seasonal, as described in Section 2.2, or a multi-campus package priced under Section 4 of the Official Pricing Structure. Where the Order Form records a fee or a renewal rate that differs from Section 2.2, the Order Form controls.

"Term" means the period during which this Agreement is in effect, as specified in Section 9.

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2. SERVICES

2.1 Provision of Services.

Subject to this Agreement, during the Term AskElira shall use commercially reasonable efforts to provide Customer and Authorized Users access to the Platform and the Enrollment Automation Services. AskElira grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform solely for Customer's internal enrollment-management purposes during the Term.

2.2 Subscription Packages.

All Subscription Packages include the full functionality of the Platform: the AI family-facing chat widget (answering enrollment and general school-day questions such as schedule or closure information), the same family question-and-answer assistant reached by inbound text message and — where Customer enables that channel — by inbound WhatsApp message, automated email and SMS outreach sequences to offered, accepted, declined, and waitlisted applicants, daily attendance alerts (voice, text, and email) to families of absent students, multilingual communications (English, Spanish, and Arabic, with additional languages on request), SchoolMint integration (where authorized), IEP auto-flag and automatic IEP-director notification, daily ops digest email, Google Sheets enrollment tracker autofill, calendar and flyer display in the widget, and full dashboard customization. There is no feature-based gating between packages — packages differ only in commitment length, price, and billing cadence:

DOCUMENT DETAILS

Subscription Package	Price	Commitment	Billing
Standard Annual	$14,400/year	12 months	Paid upfront
Standard Annual	$18,000/year ($1,500/mo)	12 months	Billed monthly
Seasonal	$2,000/month	4-month minimum; does not auto-renew (Section 9.1)	Billed monthly

The figures above match the Official Pricing Structure v1.3 (Exhibit A) and the Order Form; the attached Official Pricing Structure and the Order Form control the fees for Customer's specific engagement.

2.3 Fair Use.

All Subscription Packages include unlimited outbound messages and calls for good-faith enrollment-outreach purposes consistent with the intended use of the Platform. AskElira may contact Customer if usage substantially and repeatedly exceeds the typical volume of a similarly sized school, to discuss the cause. **Any resulting change to Fees may take effect only at the start of a Renewal Term, on the notice required by Section 5.7, and only by a written amendment signed under Section 14.2.** AskElira will not adjust Fees mid-Term, will not suspend the Platform, and will not impose retroactive charges, on account of usage volume.

2.4 Changes to Platform.

AskElira may, in its reasonable discretion, make changes to the Platform to (i) maintain or enhance quality, security, or performance; (ii) comply with applicable law, including FERPA, NY Education Law § 2-d, or COPPA; or (iii) address security vulnerabilities. AskElira will use commercially reasonable efforts to give advance notice of material changes that may affect Customer's use.

2.5 Onboarding and Setup.

AskElira will provide onboarding consisting of: (i) dashboard configuration support; (ii) SchoolMint API connection (where applicable); (iii) website knowledge-base scraping and configuration; and (iv) a test run of the enrollment sequence before go-live. Customer agrees to cooperate with reasonable onboarding requests and to designate a point of contact.

2.6 Technical Support.

AskElira provides email-based technical support at elira@askelira.com during standard business hours (Monday–Friday, 9:00 AM–6:00 PM Eastern), with commercially reasonable response times: acknowledgment within one (1) business day and resolution of non-critical issues within three (3) business days. **An issue is "critical" if the Platform is substantially unavailable to Customer, or if automated outreach is being sent incorrectly, to the wrong recipient, or outside the permitted windows**; critical issues are addressed on a priority basis and AskElira begins work on them the same business day. Every support request is recorded with its timestamp, and AskElira provides Customer a summary of its own tickets, with acknowledgement and resolution times, on written request.

2.7 Service Availability.

AskElira will use commercially reasonable efforts to maintain Platform availability of at least 99.0% measured monthly, excluding scheduled maintenance (with at least 24 hours' advance notice where practicable) and downtime outside AskElira's reasonable control, including third-party subprocessor outages (e.g., **Twilio, Vercel, Turso, SchoolMint**), Customer's connectivity, or force-majeure events under Section 14.7. Availability is measured monthly as the percentage of minutes in the calendar month in which both the school-facing dashboard and the outbound-send pipeline respond successfully to AskElira's automated health check, which runs at least every five minutes; AskElira provides that figure and the underlying downtime periods to Customer on written request. AskElira's sole obligation for failure to meet this target is to use commercially reasonable efforts to restore the Platform promptly; this Section does not create a right to service credits absent separate written agreement.

2.8 Voice-Call Restrictions.

Automated enrollment-related voice calls are delivered as a **deterministic keypad-response IVR over Twilio** (press 1 to accept the seat, press 2 to decline; where the School has provided a main-office number, press 9 transfers the caller to that office); attendance alerts are delivered as plain text-to-speech announcements. **These calls are not recorded and not transcribed; AskElira retains only the Call Outcome Record (disposition plus a brief operational summary).** Each call:

- (i) identifies itself as an automated call placed on behalf of the School and names the School;
- (ii) **states the School's main office telephone number**, which the recipient may call to make a do-not-call request, as required by 47 CFR § 64.1200(b)(2). AskElira does not place an automated enrollment call for a School that has not provided that number;
- (iii) offers in-call keypad revocation on **every** automated call, enrollment and attendance alike, using one keypad map: **press 7** reports a wrong number and **press 8** stops all automated calls, texts, and emails from the School to that number permanently — each records a permanent, all-channel do-not-contact suppression — and **press 9** reaches the School's main office. On **attendance** calls only, **press 6** additionally stops attendance *telephone calls* to that number while the text and email notices continue; that is a reversible channel preference, not a revocation. **A digit that changes a family's contact status carries exactly one meaning on every call the family receives** — 6, 7 and 8 never mean anything else, and 9 always reaches a person. Digits 1 through 3 select a language, repeat a message, or record a seat decision, and never change contact status. A recipient may also revoke by replying STOP or any comparable request to a text message, by using the unsubscribe link in any email, or by contacting the school office. AskElira honors a revocation received by any reasonable method on any channel; and
- (iv) is placed only Monday through Friday, in escalating attempt windows measured in **Eastern Time (the School's local time zone)** — attempt 1 between 9:00 AM and 12:00 PM, attempt 2 between 5:00 PM and 6:30 PM, and attempt 3 between 1:00 PM and 4:00 PM — one attempt per window, no more than three attempts per enrollment event, and no more than three attempts to any one family in any seven-day period. Each attempt is placed only when the moment falls inside the permitted window **both in Eastern Time and in the recipient's own local time**, determined from the telephone number; where that zone cannot be determined the Eastern window governs alone.

Where Customer enables Daily Attendance Alerts, attendance calls are placed separately on school days, beginning at approximately 9:00 AM Eastern following receipt of that day's absentee data from Customer and completing within that morning, with no more than one attendance call per student absence. **Where**

Customer additionally enables the late-arrival (tardy) notice — a separate switch, off unless Customer turns it on — a student marked late rather than absent generates **one bilingual text message and nothing else**, no automated call and no email, no more than once per student per school day. AskElira will not enable that notice for a Customer whose captured guardian consent language does not disclose it, because a consent to absence notices is not a consent to it. **Attendance announcements played over the telephone identify the student by first name only**, because a voice call plays to whoever answers and to any answering machine within earshot. Attendance text messages and emails, which are addressed to a specific consented endpoint, identify the student by full name so that a household with more than one child knows which child the notice concerns. Attendance announcements carry the same keypad map as enrollment calls, plus one attendance-only option: **press 6** stops attendance *telephone calls* to that number while the text and email notices continue. That is a channel preference, not a revocation, and the announcement says so — it also tells the recipient that texting the word **CALLS** to the same number turns the calls back on. A recipient who wants every channel to stop may press **8** on the call itself, reply STOP to any text, or use the unsubscribe link in any email; each is permanent and all-channel. The request is not confirmed to the recipient unless it has actually been written. AskElira also suppresses any number reported as a wrong number; Customer is responsible for keeping guardian contact data current so that absence information is not delivered to a number that no longer belongs to the family. No automated voice calls are placed on Saturday or Sunday. Automated text messages are sent only Monday through Friday between 8:00 AM and 8:00 PM Eastern — a window enforced by technical controls in the sending pipeline itself, and stricter than the quiet-hours restriction in 47 CFR § 64.1200(c)(1). AskElira will not depart from these restrictions without Customer's prior written authorization. Responsibility for compliance with the Telephone Consumer Protection Act, 47 U.S.C. § 227, and the FCC's implementing regulations is allocated between the parties as set out in **Section 4.5**; neither party bears sole responsibility for the whole of it.

2.9 Accessibility.

AskElira reviews the Platform, including the website chat widget, against the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, consistent with Customer's obligations under Title II of the ADA and Section 504 of the Rehabilitation Act for public-facing digital content, and uses commercially reasonable efforts to conform such content to WCAG 2.1 Level AA, repeating this review periodically and addressing identified barriers within a reasonable timeframe. AskElira completes that review **at least annually** and, on Customer's written request, states the date and scope of the most recent review and the barriers then open. **AskElira will conform the family-facing chat widget to WCAG 2.1 Level AA no later than April 26, 2027**, being the compliance date under 28 CFR Part 35 for public entities serving a population of 50,000 or more, as extended by the Department of Justice interim final rule of April 17, 2026. Failure to do so is a material breach entitling Customer to terminate under Section 9.2 with a pro-rata refund of prepaid, unused Fees. **AskElira has not obtained a third-party accessibility audit and does not represent that the Platform is fully conformant with WCAG 2.1 Level AA.** Upon Customer's written request, AskElira will provide a Voluntary Product Accessibility Template (VPAT) or equivalent Accessibility Conformance Report within thirty (30) to sixty (60) days of the request.

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3. CUSTOMER OBLIGATIONS

3.1 Account Responsibility.

Customer is solely responsible for (i) maintaining the security of Authorized-User credentials and account access; (ii) all activities under Customer's account; and (iii) immediately notifying AskElira at elira@askelira.com of any unauthorized access. AskElira is not liable for losses resulting from unauthorized access caused by Customer's failure to maintain account security.

3.2 Authorized Users.

Customer may permit only its designated employees and authorized staff to access the Platform. Customer shall ensure Authorized Users comply with this Agreement, is responsible for their acts, and shall promptly revoke access for any Authorized User who no longer requires it or who violates this Agreement.

3.3 Prohibited Uses.

Customer shall not, and shall not permit any Authorized User or third party to: reverse engineer or attempt to derive the source code of the Platform; modify, translate, adapt, or create derivative works; sublicense, resell, rent, lease, or transfer the Platform to any third party other than Authorized Users; use the Platform other than for internal enrollment-management operations; remove proprietary notices; use the Platform in violation of applicable law, including FERPA, COPPA, TCPA, NY Education Law § 2-d, or any anti-spam law; introduce malware; attempt unauthorized access to the Platform or its infrastructure; or send communications that are deceptive, harassing, or in violation of the CAN-SPAM Act or applicable state law.

3.4 Data Accuracy.

Customer is solely responsible for the accuracy, completeness, and lawfulness of all Customer Data, including guardian contact information, seat-status data, and IEP flags. AskElira has no obligation to verify Customer Data and is not liable for errors in Customer Data provided by Customer.

3.5 TCPA Compliance.

Customer represents and warrants that, before activating any SMS or voice-call feature, it has obtained all legally required prior express consent (and, where applicable, prior express written consent) from guardians and other recipients under the TCPA, 47 U.S.C. § 227, and applicable FCC regulations, through one of the consent pathways described in AskElira's TCPA Consent & Outreach Scripting Document: (a) inclusion of AskElira's standard consent language (provided in AskElira's Guardian Consent Language for Enrollment Applications) within Customer's own enrollment application; or (b) execution of AskElira's standalone Guardian Consent Form. AskElira's Platform will not initiate automated outreach to a guardian **on a given channel** until a consent status of "confirmed" is recorded for that guardian **for that channel** through one of these pathways. The consent record carries a separate voice grant, SMS grant, and email grant, each scoped to the School that captured it, and each independently revocable. **Where a guardian grants the text-message permission but not the phone-call permission, no automated voice call is placed to any number on that record**; where a guardian grants neither, no automated outreach of any kind is sent. The three permissions are captured as three independent checkboxes, never as one election covering more than one channel. A consent captured by one school never authorizes outreach by another. AskElira will demonstrate this behavior to Customer during the test run before go-live. Customer shall maintain records of all consents and make them available to AskElira on request. **Customer's warranty and indemnity under this Section are measured solely against the version of the TCPA Consent & Outreach Scripting document and the Guardian Consent Language attached to the Order Form at execution. No revision to either document made after execution imposes any obligation on Customer or expands Customer's indemnity unless signed by both parties under Section 14.2. So that Customer can verify the gate it warrants and indemnifies on:** on written request, and not more often than quarterly, AskElira provides Customer a consent-status report listing, for each guardian record in Customer's account, the consent status, the version of the consent wording shown, the capture method, the capture timestamp, and the date, method and channel of any revocation; AskElira also records every instance in which the pre-send gate blocked an outbound message for want of confirmed consent and provides that exception log to Customer on the same request. Customer may audit either against its own records at any time on 10 business days' notice. **To the extent permitted by applicable law**, Customer shall indemnify, defend, and hold harmless AskElira from any claim, penalty, fine, or liability arising from Customer's failure to comply with the TCPA or any applicable calling or texting law, or to properly implement the consent language described in this Section.

3.6 SchoolMint Authorization.

If Customer connects the Platform to SchoolMint or another enrollment-management system, Customer represents that it has authority under its agreement with that system to authorize AskElira's access for the purposes described in this Agreement and the DPA, shall provide valid credentials, and shall promptly revoke them on termination.

3.7 Cooperation.

Customer shall provide reasonable cooperation as AskElira may request to enable the Services, including timely access to Customer's website, enrollment data, dashboard configuration information, and a designated point of contact.

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4. DATA PRIVACY AND SECURITY

4.1 Governing Documents.

The parties' rights and obligations regarding Customer Data and Protected Data are governed by the separately executed DPA and NY Education Law § 2-d Addendum, each incorporated by reference. In the event of any conflict between this Agreement and the DPA or NY 2-d Addendum with respect to data privacy and security, the DPA and NY 2-d Addendum control.

4.2 FERPA Compliance (School-Official Status is Conditional).

The parties intend that AskElira act as a **"school official" with a "legitimate educational interest"** under FERPA, 20 U.S.C. § 1232g, and 34 C.F.R. § 99.31(a)(1)(i)(B). This status is **not automatic**; it applies only when each of the following conditions is met:

- (a) **Customer** includes in its annual FERPA notification the criteria for determining who constitutes a "school official" and what constitutes a "legitimate educational interest," and identifies AskElira (or its function) as such (Section 4.5 of the DPA);

- (b) AskElira performs an institutional service or function for which Customer would otherwise use its own employees;
- (c) AskElira is under the **direct control** of Customer with respect to the use and maintenance of education records;
- (d) AskElira uses education records only for the authorized purpose and is subject to the requirements of 34 C.F.R. § 99.33(a) governing use and redisclosure of PII from education records.

AskElira satisfies conditions (b)–(d) under this Agreement and the DPA; condition (a) is Customer's responsibility. When these conditions are met, Customer is not required to obtain separate written parental consent under FERPA before disclosing education records to AskElira for the Services. AskElira shall process education records solely as directed by Customer, exclusively to provide the Services, and shall not redisclose them except as expressly authorized in the DPA or required by applicable law.

4.3 NY Education Law § 2-d.

AskElira acknowledges its status as a covered third-party contractor under NY Education Law § 2-d and 8 NYCRR Part 121 and shall comply with all applicable obligations, including those in the NY 2-d Addendum. Customer acknowledges its obligations as the educational agency, including publishing the required Parents' Bill of Rights and providing supplemental information identifying AskElira as a contractor with access to student data.

4.4 COPPA Compliance.

The Platform is designed for use by guardians and school staff and is **not directed to, and not intended for direct use by, children under 13**. AskElira collects no personal information directly from children. To the extent a student's personal information (such as a first name provided by a guardian or by Customer for enrollment outreach, or a full name where daily attendance alerts are enabled) is provided to AskElira for the limited educational purpose of enrollment and attendance outreach, the parties acknowledge U.S. Federal Trade Commission guidance under the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 *et seq*. and 16 C.F.R. Part 312, that **a school may authorize the collection of students' personal information on a parent's behalf solely for a school-authorized educational purpose and for no commercial purpose, and that the operator remains responsible for COPPA compliance**. AskElira uses such information only to provide the Services, never for advertising or any commercial purpose, does not collect more than is reasonably necessary for the Services, and does not condition a child's participation on disclosing more than is reasonably necessary.

4.5 TCPA and CAN-SPAM — Allocation of Responsibility.

Compliance with the TCPA, 47 U.S.C. § 227, the FCC's implementing regulations at 47 CFR § 64.1200, and the CAN-SPAM Act, 15 U.S.C. § 7701 *et seq*., is divided as follows. Neither party is responsible for the other's allocated obligations, and this Section controls over any contrary statement elsewhere in this Agreement.

ALLOCATION OF TCPA AND CAN-SPAM RESPONSIBILITY

Customer (the School) is responsible for	AskElira is responsible for

Customer (the School) is responsible for	AskElira is responsible for
Obtaining and documenting each recipient's prior express consent (and, where applicable, prior express written consent) before the recipient's contact details are provided to AskElira, through one of the pathways in Section 3.5	Refusing to initiate automated outreach to any recipient whose consent status is not recorded as confirmed
The lawfulness, accuracy, and currency of every telephone number and email address it supplies, including promptly correcting or removing numbers it learns are reassigned or incorrect	Suppressing any number or address reported as a wrong number, permanently and across all channels
Ensuring that its own staff-initiated communications, outside the Platform, comply with applicable law	The content of the automated scripts, the sender identification and callback number spoken or written in them, and the opt-out disclosures they carry. **Sending every automated guardian email with Customer identified alone in the "from" line, from a domain Customer controls or has authorized, so that Customer is the sole "sender" under 16 CFR § 316.2(m) and the postal address in the footer is correctly Customer's; AskElira does not send automated guardian email from a "from" address identifying AskElira.** Keeping the opt-out mechanism in every email operational for at least thirty (30) days after the message is sent, as 15 U.S.C. § 7704(a)(3)(A)(ii) requires, and requiring nothing from a recipient to opt out beyond an email address and an opt-out preference, as 16 CFR § 316.4 requires
Providing the main office telephone number used as the required callback number, and keeping it in service	Calling and texting only within the permitted day and time windows — **enforced in the sending pipeline both in Eastern Time and in the recipient's own local time**, so that no automated call or text is placed before 8:00 AM or after 8:00 PM where the recipient actually is (47 CFR § 64.1200(c)(1) keys its restriction to the called party's local time)
Notifying AskElira of any consent revocation or do-not-contact request the School receives directly, including a request made to the school office, by recording it in the consent field that feeds the Platform **no later than one (1) business day after receipt**, so that the School's intake and AskElira's two-business-day processing together remain inside the ten-business-day maximum in 47 CFR § 64.1200(a)(10)	**Transmitting to Customer, no later than one (1) business day after it is recorded, every consent revocation, wrong-number report, and do-not-contact request AskElira receives on any channel — including a texted STOP, an email unsubscribe, and a keypad 7 or 8 — by notice to Customer's designated contact, so that Customer, as the sender, can honor the revocation across its own systems and staff.** The dialing and messaging technology, frequency and attempt caps, processing of revocations received on any channel within two business days, and retention of the consent and revocation records described in AskElira's TCPA Consent & Outreach Scripting document

Each party's indemnity under Section 10 extends only to claims arising from that party's own allocated obligations under this Section.

4.6 Data Minimization.

AskElira collects and processes only the minimum data necessary to deliver the Services, as enumerated in **Section 3.1 of the DPA** (the authoritative data schedule). AskElira shall not collect Social Security Numbers, student grades or academic records, full IEP documents, disability classifications, medical or behavioral-health records, immigration status, financial data, student photographs, biometric data, disciplinary records, or any other data not expressly authorized in the DPA.

4.7 AI and Machine-Learning Restriction.

AskElira shall not use Customer Data or Protected Data to train, fine-tune, or improve any AI or machine-learning model beyond the scope of the Services. This restriction applies to AskElira's proprietary systems and to any third-party AI provider engaged as a subprocessor, and AskElira shall include equivalent restrictions in its agreements with all AI subprocessors.

4.8 Security Measures.

AskElira shall maintain the technical and organizational measures described in the DPA and NY 2-d Addendum and the Data Security & Privacy Plan, including encryption in transit (TLS 1.2+) and storage-level encryption at rest on U.S.-region managed infrastructure (subject to the provider limitations disclosed in DPA Section 3.7), application-level envelope encryption (AES-256-GCM with RSA-OAEP key wrapping) for school-system credentials, role-based access controls, multi-factor authentication enforced on every administrative account of the Platform — a password belonging to that one person, held only as a salted cryptographic digest, followed by a single-use sign-in link to that person's verified email address — and additionally maintained on the underlying infrastructure-provider consoles, security-event logging, and security practices aligned with the NIST Cybersecurity Framework.

4.9 Breach Notification.

On any actual or reasonably suspected breach or unauthorized disclosure of Protected Data, AskElira shall notify Customer without unreasonable delay and no more than forty-eight (48) hours after discovery. AskElira's full breach-notification obligations, including the written incident report and cost-reimbursement obligations, are set forth in the NY 2-d Addendum.

4.10 Audit Rights.

Customer, or its authorized designee including the New York State Education Department, may audit AskElira's compliance upon thirty (30) days' written notice, no more than once per calendar year absent reasonable cause. AskElira's full audit procedures are in the DPA. AskElira may satisfy routine audit requests with current third-party security certifications, penetration-test summaries, or compliance documentation in lieu of an on-site audit, subject to reasonable confidentiality protections.

4.11 Personnel Vetting and Training.

AskElira shall ensure that all personnel with access to Protected Data complete training on applicable federal and state data-privacy law (including FERPA, NY Education Law § 2-d, COPPA, and PPRA) before receiving access and at least annually thereafter, and have completed a criminal background check before receiving access, renewed at least annually, consistent with the DPA. AskElira confirms that a formal criminal background check is performed on all personnel with access to Protected Data before access is granted and is renewed at least annually. **The population subject to this requirement is presently AskElira's two owner-officers**, as disclosed in Exhibit A § 7 to the § 2-d Addendum. On Customer's written request AskElira provides an attestation signed by an authorized officer stating, for each person with access, the date of the most recent check and the name of the provider that performed it.

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5. FEES AND PAYMENT

5.1 Subscription Fees.

Customer shall pay the fee for the Subscription Package selected on the Order Form, per Section 2.2 and the Official Pricing Structure v1.3 (Exhibit A). Monthly-billed fees are invoiced in advance of each monthly service period and are payable on the terms in Section 5.3. Upfront fees are invoiced at the start of the Term and are likewise payable on the terms in Section 5.3.

5.2 Setup Fee.

There is no setup fee under any Subscription Package unless otherwise specified on the Order Form.

5.3 Payment Terms.

All Fees are due within thirty (30) days of the invoice date unless otherwise specified on the Order Form. Amounts unpaid past thirty (30) days accrue a late fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. AskElira may suspend access on thirty (30) days' written notice if undisputed Fees remain unpaid.

5.4 Taxes.

Customer is responsible for applicable taxes, excluding taxes on AskElira's net income; a valid tax-exemption certificate relieves Customer of the collected-tax obligation.

5.5 Fee Disputes.

Customer must notify AskElira in writing of any disputed invoice within fifteen (15) days of receipt; undisputed portions must be paid by the due date; the parties will resolve billing disputes in good faith within thirty (30) days.

5.6 No Deductions.

All amounts are payable without setoff, recoupment, counterclaim, deduction, or withholding, except as required by law.

5.7 Price Adjustments.

AskElira may adjust Fees only upon renewal of the Term, on at least sixty (60) days' written notice before the end of the then-current Term. If Customer does not agree to the adjusted Fees, Customer may decline to renew under Section 9.1. This Section does not apply to any fee or renewal rate the Order Form expressly fixes for a stated renewal term; that rate governs for the term stated.

6. INTELLECTUAL PROPERTY

6.1 AskElira IP.

AskElira retains all right, title, and interest in the Platform, Services, software, algorithms, AI models, methodologies, documentation, and all IP therein ("AskElira IP"). Customer's rights are limited to the license in Section 2.1.

6.2 Customer Data Ownership.

Customer retains all right, title, and interest in Customer Data, including Protected Data. AskElira's license to use Customer Data is limited to what is necessary to provide the Services during the Term and terminates on expiration or termination, subject to AskElira's retention obligations under the DPA.

6.3 Feedback.

"Feedback" means any suggestion, enhancement request, recommendation, or other input Customer or its staff provide about the Platform, excluding any Protected Data, Personal Data, or Customer Confidential Information.

Customer grants AskElira a perpetual, irrevocable, royalty-free, worldwide license to use Feedback (excluding any Protected Data or PII) to improve the Platform.

6.4 Anonymized Data.

AskElira may use anonymized, de-identified, and aggregated data derived from Platform use for product improvement, research, and benchmarking, provided it cannot reasonably identify Customer, any student, guardian, or other individual, and shall not sell or disclose it for advertising or profiling. **This Section does not authorize any use of Protected Data.** Anonymized data under this Section is derived from Platform usage telemetry — counts, timings, dispositions, and error rates — and never from Protected Data, and nothing in this Section permits AskElira to use, retain, or derive anything from Protected Data for product improvement, research, or benchmarking. Exhibit B to the NY Education Law § 2-d Addendum states the exclusive purposes for which Protected Data is used, and it controls.

6.5 No Implied License.

No rights are granted except as expressly set forth. All rights not expressly granted are reserved by AskElira.

7. CONFIDENTIALITY

7.1 Definition.

"Confidential Information" means non-public information disclosed by one party to the other that is designated confidential or reasonably understood to be confidential. AskElira's includes the Platform, pricing, technology, algorithms, and business methods. Customer's includes Customer Data, Protected Data, and non-public operational and financial information.

7.2 Obligations.

Each Receiving Party shall (i) use at least reasonable care to protect the other's Confidential Information; (ii) use it only to exercise rights or perform obligations under this Agreement; and (iii) not disclose it to any third party without consent, except to employees, contractors, or advisors with a need to know bound by no-less-restrictive obligations.

7.3 Exceptions.

Obligations do not apply to information that is or becomes public through no fault of the Receiving Party, was rightfully known before disclosure, is rightfully received from a third party without restriction, or is independently developed without reference to the Confidential Information.

7.4 Compelled Disclosure.

If required by law or court order to disclose, the Receiving Party shall give prompt prior written notice (to the extent permitted), cooperate in seeking a protective order, and disclose only the minimum required.

7.5 Injunctive Relief.

Each party acknowledges that breach of this Section may cause irreparable harm and that the Disclosing Party may seek injunctive relief without posting bond or proving actual damages.

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8. WARRANTIES AND DISCLAIMERS

8.1 AskElira Warranties.

AskElira represents and warrants that (i) it has authority to enter this Agreement; (ii) the Platform, as provided, will not knowingly infringe third-party IP; (iii) it will perform the Services in a professional, workmanlike manner consistent with industry standards; (iv) it will maintain commercially reasonable security measures as described in the DPA; and (v) to its knowledge the Platform contains no malware or malicious code.

8.2 Customer Warranties.

Customer represents and warrants that (i) it has authority to enter this Agreement; (ii) all Customer Data has been lawfully collected with all required consents; (iii) its use of the Services will comply with FERPA, NY Education Law § 2-d, COPPA, and TCPA; (iv) it will not provide any Social Security Numbers, student grades, full IEP documents, medical records, or other prohibited categories under the DPA; and (v) it is authorized under its agreement with SchoolMint (or other connected platform) to share credentials with AskElira.

8.3 Disclaimer of Warranties.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, ASKELIRA PROVIDES THE PLATFORM AND SERVICES "AS IS" AND "AS AVAILABLE," AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. ASKELIRA DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, AND MAKES NO WARRANTY REGARDING THIRD-PARTY SUBPROCESSORS, INCLUDING TWILIO, META, VERCEL, TURSO, GOOGLE, AGENTMAIL, OR SCHOOLMINT.

8.4 Enrollment-Outcome Disclaimer.

ASKELIRA DOES NOT WARRANT ANY SPECIFIC ENROLLMENT OUTCOME, SEAT-FILL RATE, OR RESPONSE RATE. THE SERVICES ARE TOOLS; RESULTS DEPEND ON FACTORS OUTSIDE ASKELIRA'S CONTROL, INCLUDING CUSTOMER DATA QUALITY AND FAMILY RESPONSIVENESS.

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9. TERM AND TERMINATION

9.1 Term and Renewal.

(a) Annual packages. For both Standard Annual packages, for a multi-campus package, and for any other annual package recorded on the Order Form, this Agreement commences on the Effective Date in the Order Form and continues for twelve (12) months (the "Initial Term"). Unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term, it automatically renews for successive twelve-month terms (each a "Renewal Term," together with the Initial Term, the "Term").

(b) Seasonal package. The Seasonal package runs for the committed period stated on the Order Form (minimum four (4) months) and **expires at the end of that period without renewing**. It continues only if the parties execute a written renewal or a new Order Form before expiration. No notice of non-renewal is required from either party.

(c) Expiration date. The expiration date of the Initial Term is stated on the Order Form. Where the school is an educational agency subject to 8 NYCRR § 121.3(c), that date is the contract expiration date the agency must disclose in its supplement to the Parents' Bill of Rights.

9.2 Termination for Cause.

Either party may terminate immediately on written notice if the other: (i) materially breaches and fails to cure within thirty (30) days of written notice, except that a breach of Sections 5, 6, or 7 of the DPA (security measures, prohibited uses, and breach notification) carries the fifteen (15) day cure period stated in DPA Section 11.3; (ii) becomes insolvent, makes a general assignment for creditors, or has a bankruptcy petition filed against it; or (iii) in AskElira's case, receives a final regulatory determination that it violated FERPA or NY Education Law § 2-d in a manner that materially impairs Customer's compliance.

9.3 No Termination for Convenience.

Neither party may terminate this Agreement for convenience during a Term. The committed Term runs to its end and renews or lapses only under Section 9.1 (non-renewal) or terminates only for cause under Section 9.2. The DPA and NY 2-d Addendum are **co-terminous with this Agreement**, except that each may be terminated earlier in the circumstances expressly stated in DPA § 5.3, DPA § 11.2, DPA § 15.2, NY 2-d Addendum § 4, and Section 14.2 of this Agreement. **If the DPA or the NY 2-d Addendum terminates while this Agreement remains in force, this Agreement terminates automatically on the same date and AskElira shall refund all prepaid, unused Fees on a pro-rata basis within thirty (30) days —** because no Protected Data may be Processed absent all three executed instruments, a school left holding this Agreement alone would be paying for a platform it is contractually barred from using.

9.4 Effect of Termination.

On termination or expiration: (i) all licenses terminate; (ii) Customer shall cease using the Platform; (iii) each party shall return or destroy the other's Confidential Information; and (iv) AskElira shall delete or return all Customer Data and Protected Data per the DPA and NY 2-d Addendum within the timeframes specified therein.

9.5 Refund on AskElira's Uncured Breach.

If Customer terminates under Section 9.2 for AskElira's material, uncured breach, AskElira shall refund any prepaid, unused Fees for periods after the effective termination date on a pro-rata basis.

9.6 Survival.

Sections 1, 4, 6, 7, 8.3–8.4, **9.3 through 9.5**, 10, 11, 12, 13 (for its stated survival period), 14, and the DPA and NY 2-d Addendum (as to data handling, deletion, and prohibited uses) survive termination. Sections 9.4 and 9.5 are listed expressly because their only trigger is the termination that would otherwise extinguish them.

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10. INDEMNIFICATION

10.1 Indemnification by AskElira.

AskElira shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, and agents from third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (i) AskElira's material breach of this Agreement or the DPA; (ii) AskElira's infringement of third-party IP by the Platform as provided; (iii) AskElira's violation of FERPA or NY Education Law § 2-d due to AskElira's own acts or omissions; or (iv) AskElira's gross negligence or willful misconduct in handling Protected Data.

10.2 Indemnification by Customer.

To the extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless AskElira and its officers, directors, employees, and agents from third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (i) Customer's material breach of this Agreement; (ii) Customer's violation of FERPA, NY Education Law § 2-d, COPPA, or TCPA; (iii) Customer's transmission of prohibited data categories in violation of the DPA; (iv) Customer's failure to obtain required guardian consents before activating SMS or voice features, including failure to implement the consent language in Section 3.5; or (v) Customer's unauthorized use of the Platform. Where applicable law does not permit Customer to indemnify AskElira, this Section is unenforceable only to that extent, and Customer's representations and warranties in Sections 3 and 8.2 and its responsibility for consent under Section 3.5 remain in full force.

10.3 IP-Infringement Remedy.

If the Platform becomes, or is likely to become, subject to an IP-infringement claim, AskElira may, at its option and expense: (i) modify it to be non-infringing while preserving equivalent functionality; (ii) obtain a license for Customer to continue; or (iii) terminate access to the affected portion and refund prepaid, unused Fees pro-rata. This states Customer's sole and exclusive remedy for IP-infringement claims.

10.4 Indemnification Procedure.

The indemnified party shall promptly notify the indemnifying party, grant it sole control of defense and settlement, and provide reasonable cooperation. The indemnifying party shall not settle in a manner imposing obligations on the indemnified party without prior written consent.

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11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) No Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY.

(b) General Cap. EXCEPT AS PROVIDED IN (c) AND (d), EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STATUTE, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO ASKELIRA DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(c) Uncapped Categories. THE LIMITATIONS IN (b) AND (d) SHALL NOT APPLY TO: (i) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (ii) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (iii) ASKELIRA'S INTENTIONAL VIOLATION OF APPLICABLE DATA-PRIVACY LAW; (iv) ANY LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (v) ASKELIRA'S OBLIGATION UNDER NY EDUCATION LAW § 2-d AND SECTION 6(c) OF THE NY EDUCATION LAW § 2-d ADDENDUM TO PAY OR PROMPTLY REIMBURSE THE EDUCATIONAL AGENCY FOR THE FULL COST OF NOTIFICATION WHERE AN INCIDENT IS ATTRIBUTABLE TO ASKELIRA'S ACTS OR OMISSIONS, WHICH IS A STATUTORY OBLIGATION AND IS NOT SUBJECT TO ANY CAP IN THIS AGREEMENT.

(d) Data/Privacy Super-Cap. EXCEPT FOR THE UNCAPPED CATEGORIES IN (c), ASKELIRA'S TOTAL CUMULATIVE LIABILITY ARISING FROM A BREACH OF THE DATA PROCESSING AGREEMENT OR THE NY EDUCATION LAW § 2-d ADDENDUM — **INCLUDING ASKELIRA'S INDEMNIFICATION OBLIGATIONS THEREUNDER, BUT EXCLUDING THE STATUTORY NOTIFICATION-COST REIMBURSEMENT IN (c)(v), WHICH IS UNCAPPED** — SHALL NOT EXCEED THE GREATER OF (i) FIVE (5) TIMES THE TOTAL FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT, OR (ii) ONE HUNDRED THOUSAND DOLLARS ($100,000). ASKELIRA SHALL MAINTAIN INSURANCE CONSISTENT WITH SECTION 13 TO SUPPORT THIS COMMITMENT.

The limitation-of-liability provision in DPA Section 12.3 is conformed to this same tiered structure.

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12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law.

This Agreement is governed by the laws of the State of New York, without conflict-of-law principles, consistent with NY Education Law § 2-d. The UN Convention on Contracts for the International Sale of Goods does not apply.

12.2 Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute through direct negotiation for thirty (30) days after written notice (the "Negotiation Period").

12.3 Jurisdiction and Venue.

If unresolved, any proceeding shall be brought exclusively in the state or federal courts in New York County, New York, to whose jurisdiction each party irrevocably submits.

12.4 Injunctive Relief.

Notwithstanding Section 12.2, either party may seek emergency injunctive relief from any court of competent jurisdiction without first completing negotiation, including for any threatened breach of Sections 3.3, 7, or 4.

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13. INSURANCE

AskElira covenants that the coverage described below is in force as of the date of this Agreement and **will be maintained** through the Term and the two-year tail, and that AskElira will notify Customer in writing within ten (10) business days if any required policy lapses, is cancelled, is not renewed, or is replaced by a carrier rated below A- by A.M. Best. General Liability and Technology Errors & Omissions are underwritten by Hiscox; Cyber Liability by United Specialty Insurance Company (A.M. Best rating A), placed through Vouch. The Certificate of Insurance is on file and is provided on request.

13.1 Required Coverage.

AskElira shall obtain and maintain, before connecting any live Customer Data and continuing through the Term and for two (2) years thereafter, at its own expense, with insurers rated A- or better by A.M. Best (or, where unavailable to an early-stage technology company, a reputable carrier reasonably acceptable to Customer):

- Commercial General Liability of not less than $1,000,000 per occurrence and $1,000,000 aggregate;
- Technology Errors & Omissions and Cyber Liability / Network Security and Privacy Liability (which may be a single combined Tech E&O/Cyber policy) of not less than $1,000,000 per claim/occurrence and $1,000,000 aggregate, covering claims arising from AskElira's performance or failure to perform, data-breach response costs, insurable regulatory fines, notification costs, and third-party claims arising from a security breach or unauthorized disclosure of Protected Data; and
- Workers' Compensation as required by law in any jurisdiction where AskElira maintains W-2 employees (inapplicable during any period AskElira has no employees other than its owner-officers).

13.2 Certificate of Insurance and Additional Insured.

On Customer's written request, AskElira shall provide a Certificate of Insurance and shall name Customer as an additional insured on its CGL policy for claims arising from AskElira's performance, and provide a waiver of subrogation, in each case to the extent commercially available from the carrier. AskElira shall give at least thirty (30) days' advance written notice before cancellation or material reduction of coverage.

13.3 No Limitation of Liability.

The required insurance does not limit AskElira's liability or indemnification obligations and is a minimum requirement.

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14. GENERAL PROVISIONS

14.1 Entire Agreement.

This Agreement, together with the Order Form (Exhibit A), the DPA, the NY Education Law § 2-d Addendum, and the attached Official Pricing Structure v1.3, is the entire agreement and supersedes all prior negotiations and understandings on its subject matter.

14.2 Amendments (Signed Instrument Required).

Publication covenant. AskElira shall, before the Effective Date and continuously through the Term, publish at schools.askelira.com/legal the version of each instrument identified in the Version History at the end of the onboarding packet, and shall not publish any superseded version, or any standalone version of a document the packet states has been consolidated into another instrument. This matters because that URL is printed in every automated text message and email to guardians and is the address at which subprocessor notice under DPA § 5.3 is published. Failure to maintain it is a material breach curable within ten (10) business days of written notice.

This Agreement, the DPA, the NY 2-d Addendum, and the attached Official Pricing Structure may be modified only by a **written instrument signed by an authorized representative of each party**. Where a change is required by applicable law or regulatory guidance, AskElira may amend the affected document on thirty (30) days' advance written notice; if Customer reasonably objects on data-protection or other material-term grounds, Customer may terminate the affected document(s) without penalty and receive a pro-rata refund of prepaid, unused Fees. **Continued use of the Platform does not constitute acceptance of any material change to these documents.**

14.3 Severability.

If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary to be enforceable, and the remainder continues in effect.

14.4 Waiver.

No waiver is effective unless in writing signed by the waiving party; failure to enforce is not a waiver of future enforcement.

14.5 Assignment.

Neither party may assign without the other's prior written consent; provided AskElira may assign without consent in connection with a merger, acquisition, reorganization, or sale of all or substantially all assets, if the assignee assumes all obligations. Any purported assignment in violation is void.

14.6 Notices.

Notices shall be in writing and delivered by (i) email with delivery confirmation or (ii) certified mail, return receipt requested, to the addresses on the Order Form. Notices are effective on confirmed delivery.

14.7 Force Majeure.

Neither party is liable for failure or delay due to causes beyond its reasonable control, provided it promptly notifies the other and takes reasonable steps to resume. Sustained force-majeure exceeding sixty (60) days lets either party terminate without penalty on written notice.

14.8 No Agency.

Nothing creates any agency, partnership, joint venture, or employment relationship.

14.9 Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts. Electronic signatures (including via eSignatures.com, DocuSign, or PDF signature) are valid and binding to the same extent as ink signatures.

14.10 Publicity.

Neither party shall issue any press release identifying the other without prior written consent; provided AskElira may identify Customer as a client using Customer's publicly available name, subject to removal within thirty (30) days of Customer's written request.

14.11 Compliance with Law.

Each party shall comply with all applicable laws in its performance, including FERPA, COPPA, TCPA, CAN-SPAM, NY Education Law § 2-d, the New York SHIELD Act, and applicable data-protection law.

14.12 Order of Precedence.

On any conflict, the following order controls: (1) NY Education Law § 2-d Addendum, together with its Exhibit A (Data Security & Privacy Plan) and Exhibit B (Supplemental Information); (2) Data Processing Agreement; (3) Order Form (Exhibit A to this Agreement, which includes the Official Pricing Structure v1.3 attached to it); (4) the **TCPA Consent & Outreach Scripting** document and the **Guardian Consent Language for Enrollment Applications**, each in the version identified in the Version History and attached to the Order Form at execution; (5) this Master SaaS and Services Agreement. **The documents in rank (4) are contract documents and may be amended only in accordance with Section 14.2.** The Privacy Policy is not a contract document. No other operational template in the onboarding packet modifies any of the foregoing.

14.13 Headings.

Headings are for convenience only.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Master SaaS and Services Agreement to be executed by their duly authorized representatives as of the Effective Date in Exhibit A.

stoplosses.ai LLC, a Wyoming limited liability company

SIGNATURE	DATE

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

Customer — `{{school_name}}`

SIGNATURE	DATE
PRINTED NAME	TITLE

NOTE: This Agreement is not effective until executed by both parties. It must be accompanied by (1) the executed Data Processing Agreement and (2) the executed NY Education Law § 2-d Addendum. No student data will be connected to the Platform until all three are fully executed. A countersigned copy will be returned within 2 business days. Send executed copies to elira@askelira.com — Subject: "MSA — [School Name] — Executed."

EXHIBIT A — ORDER FORM

Incorporated into and part of the Master SaaS and Services Agreement between stoplosses.ai LLC and `{{school_name}}`. Capitalized terms have the meanings given in the Agreement.

ORDER FORM — SCHOOL AND SUBSCRIPTION DETAILS

Field	Details
School Full Legal Name	`{{school_name}}`
School Address / Borough	______________________________
Authorized Representative	______________________________
Authorized Representative Email	`{{account_email}}`

Field	Details
Data Protection Officer (8 NYCRR § 121.8) — name, title, email *This is the address for subprocessor notice under DPA § 5.3 and for breach notice under § 2-d Addendum § 6(a). Notice to a stale address does not excuse notice: it must then also go to the Authorized Representative and to the School's head of school or general counsel.*	______________________________
Main office telephone number *The callback number required by 47 CFR § 64.1200(b)(2). AskElira will not place an automated call — enrollment or attendance — without it; those families receive the text and email instead.*	______________________________
School's valid physical postal address for the email footer *The School is the sender under 15 U.S.C. § 7704(a)(5)(A)(iii); this address is printed in every automated guardian email.*	______________________________
Email "from" display name and sending domain *Required so the School is the sole sender under 16 CFR § 316.2(m).*	______________________________
Consent pathway elected	☐ Pathway A — consent language added to the School's own enrollment application ☐ Pathway B — standalone guardian consent form Version of the consent wording in use: ______________________________
Annex 1 — the School's adopted Parents' Bill of Rights *Condition precedent to the § 2-d Addendum taking effect (§ 7(a)).*	☐ Attached ☐ Not yet supplied — **service cannot begin**
The School's data security and privacy policy adopted under 8 NYCRR § 121.5 *Exhibit A to the Addendum must be consistent with it; § 121.9(a)(2) obliges AskElira to comply with it.*	☐ Supplied ☐ Not yet supplied — **service cannot begin**
IEP Director Name & Email	______________________________
MSA Effective Date	______________________________
Subscription Package	`{{plan_label}}` — `{{plan_price}}`

Field	Details
Initial Term expiration date *(disclosed by the school under 8 NYCRR § 121.3(c)(3))*	______________________________
Subscription Term	Annual packages: 12 months, auto-renewing in 12-month terms under Section 9.1(a). Seasonal: the committed period above (4-month minimum), **expiring without renewal** under Section 9.1(b).
Included Usage	Unlimited, subject to Fair Use (Section 2.3)
Setup Fee	$0
Payment Method	☐ Credit Card ☐ ACH/Bank Transfer ☐ Invoice
SchoolMint Integration	☐ Yes ☐ No
Google Sheets Tracker	☐ Yes ☐ No
Daily Attendance Alerts	☐ Yes ☐ No
Attendance Export Method (if Yes)	☐ Manual CSV upload ☐ Paste into the dashboard *(AskElira operates no student-information-system integration for attendance; the School supplies each day's absentee data directly — see DPA § 3.4)*
Primary Language	☐ English/Spanish ☐ + Arabic ☐ Other: ______________________________
AI processing region *(US Processing Endpoint — DPA § 3.5; provider per DPA § 5.3(a))*	The deployment region serving this Order Form: `us-central1`. This is a disclosure, not a per-school election — AskElira processes Content only at a US Processing Endpoint, may engage one or more AI model providers concurrently, and may route different Platform functions to different providers; each provider and each endpoint is recorded in the DPA § 5.3(a) schedule, and a change to that schedule is notified under § 5.3

NOTES AND SPECIAL TERMS: ______________________________

The attached **Official Pricing Structure v1.3 (July 30, 2026)** is incorporated into this Exhibit A. By signing the Agreement, the parties confirm this Order Form is incorporated and agree to the subscription details above.

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stoplosses.ai LLC · 3660 Oxford Ave, Bronx, NY 10463 · akerremans@askelira.com · This document is part of the AskElira Schools onboarding packet (v2.7, August 2026). The executed Master SaaS & Services Agreement, DPA, and NY Education Law § 2-d Addendum control over any summary of them.