ASKELIRA OBSERVATION WEEK AGREEMENT

(Trial Data Processing Agreement and New York Education Law §2-d Addendum)

VERSION 2.5-T

This Observation Week Agreement (this "**Agreement**") is entered into as of the date of electronic signature below (the "**Effective Date**") by and between:

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**"), and

"AskElira" is the name of the Platform and is used throughout this Agreement as a defined short reference to stoplosses.ai LLC. It is not a separate legal entity: every obligation, warranty and liability under this Agreement is owed by and to stoplosses.ai LLC, and by or to no other person.

[School legal name] ("**School**"), an educational agency as defined in New York Education Law §2-d, whose account for this trial is **[account email]**.

AskElira and School are each a "Party" and together the "Parties."

1. What the Observation Week is

1.1 Purpose. School wishes to see what AskElira's enrollment service would do with School's own applicant data before deciding whether to purchase it. AskElira wishes to show School exactly that, using School's real data, without contacting a single family. This Agreement governs that period and nothing else.

1.2 Trial Term. The "**Observation Week**" begins on the Effective Date and ends seven (7) days later, unless ended earlier under §10.2. There is no fee, no payment method is collected, no invoice is issued, and the Observation Week does not renew and does not convert to a paid engagement automatically.

1.3 What AskElira does during the Observation Week. Using credentials School voluntarily provides for School's student information system ("**SIS**"), AskElira:

(a) reads School's applicant and enrollment records;

(b) reads enrollment notes School's staff share with the service;

(c) computes, and displays to School's own authorized staff in School's dashboard, the messages the service *would* send to families, and the sequence in which it would send them.

1.4 What AskElira does NOT do during the Observation Week. For the avoidance of doubt, and as a material term of this Agreement, during the Observation Week AskElira will not:

(a) send any email, text message, WhatsApp message, or voice call to any guardian, parent, student, or family of School, for any reason;

(b) write, modify, or delete any record in School's SIS;

(c) deploy any chat widget, assistant, or other public-facing component on School's website or any School channel;

(d) operate the attendance product or any other outward-facing function;

(e) contact any third party on School's behalf.

1.5 How §1.4 is enforced. School's account is created in *observe mode*. Observe mode is not a setting a person remembers to check: an account in observe mode is structurally excluded from every process in the AskElira platform capable of contacting a family, and from SIS write-back. The messages described in §1.3(c) are computed and displayed; they are not queued, scheduled, or held for later sending, and no send is deferred to the end of the Observation Week.

1.6 Scope of the grant; the Deletion Window. This Agreement grants School (a) the observation functions described in §1.3, for the Observation Week; and (b) after the Observation Week ends, continued *read-only* access, for School's own authorized staff, to the Protected Data and drafts already produced during the Observation Week, until that data is deleted under §8.1 (that period, the "**Deletion Window**"). It is not a licence to the AskElira platform, which is licensed only under the Master SaaS & Services Agreement.

1.7 What the Deletion Window is not. The Deletion Window adds no processing and no data. During it AskElira does not read School's SIS, receives no new Protected Data, computes no new drafts, and does none of the things §1.4 prohibits — School's SIS credentials have already been destroyed under §8.2. The only processing is the display, to School's own authorized staff in School's dashboard, of data those same staff were shown during the Observation Week, and AskElira's own deletion of it. School may end the Deletion Window at any time by directing deletion under §8.3, and School's access ends when deletion occurs.

2. Roles of the Parties

2.1 School is the **educational agency** under Education Law §2-d and 8 NYCRR Part 121, and the **controller** of the data described in §3. AskElira is a **third-party contractor** under §2-d and the **processor** of that data.

2.2 AskElira acts under the direct control of School and only on School's documented instructions, and is designated a **school official with a legitimate educational interest** in the Protected Data under the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99), performing an institutional service School would otherwise perform itself.

2.3 All Protected Data originates with, and remains the property and under the exclusive control of, School. AskElira acquires no rights in it whatsoever.

3. The data processed during the Observation Week (exclusive enumeration)

3.1 "**Protected Data**" means personally identifiable information from student records, and personally identifiable information of parents and guardians, as those terms are used in §2-d. During the Observation

Week, AskElira receives, stores and processes only the following:

(a) guardian name, phone number, email address, and preferred language;

(b) student name;

(c) seat status and application status, including School's SIS record identifiers for the student and the application;

(d) grade level and campus;

(e) waitlist position;

(f) registration-paperwork checklist status — which required documents are on file and which are missing, **never the documents themselves**;

(g) an IEP yes/no flag, and a yes/no for whether an IEP file was attached in the SIS;

(h) enrollment notes School's staff share with the service. Text matching the shape of a Social Security number is redacted automatically before storage.

3.2 During the Observation Week AskElira does **not** receive, store or process: attendance or absence data; any question or message text from a guardian (no assistant is deployed under §1.4(c)); the outcome or content of any call or message to a family (none occur); the content of any document, including any IEP document, service plan, or medical documentation; disability category beyond the yes/no flag of §3.1(g); protected health information; academic records, grades, or transcripts; or Social Security numbers.

3.3 Automated processing. The service applies an automated model to the enrollment notes of §3.1(h) in order to decide whether a family should be contacted, and to compose the draft messages of §1.3(c). That processing occurs at a United States regional endpoint of the model provider identified in §5. No document is opened, read, or transmitted to any model. No output of this processing reaches any family during the Observation Week.

4. Exclusive purposes; prohibited uses

4.1 AskElira will use Protected Data for the exclusive purposes of §1.3 — showing School what the service would do with School's data — and for no other purpose.

4.2 AskElira will **not**: sell Protected Data; use or disclose it for any marketing or commercial purpose; use it to advertise to any person; use it to train, fine-tune, or improve any artificial-intelligence or machine-learning model beyond delivering the functions of §1.3; or use it for AskElira's own product development, benchmarking, or research.

4.3 AskElira will not disclose Protected Data to any person or entity except: to the subprocessors listed in §5, to the extent necessary to perform §1.3; to School's own authorized users; where School directs in writing; or where required by law, in which case AskElira will notify School before disclosure unless legally prohibited from doing so.

4.4 Internal access to Protected Data is limited to those AskElira personnel with a legitimate need to perform §1.3.

5. Subprocessors engaged during the Observation Week

5.1 During the Observation Week AskElira engages only: **Turso** (database); **Vercel** (application hosting); **Google Cloud (Vertex AI)** as the AI model provider for the automated processing of §3.3, at a United States regional endpoint; **AgentMail / Amazon SES** for platform email addressed to School's own staff; and **SchoolMint**, School's own SIS, under credentials School provides.

5.2 AskElira does **not** engage Twilio, Meta Platforms, or any other communications provider during the Observation Week, because no message is sent to any family.

5.3 Each subprocessor in §5.1 is bound by written data-protection terms covering confidentiality, security, breach notification, and deletion on AskElira's instruction. As 8 NYCRR §121.9(b) requires, the data-protection obligations imposed on AskElira by state and federal law and by this Agreement apply to each subprocessor, and AskElira remains responsible to School for each subprocessor's acts and omissions as for its own. Where a provider publishes standard terms AskElira cannot negotiate, that allocation is unaffected: AskElira does not represent that the provider's own published terms restate this Agreement, and AskElira answers to School for the difference.

5.4 AskElira will give School not less than 30 days' written notice before engaging any additional subprocessor, and School may object; if School objects, School may terminate under §10.2 with immediate deletion under §8.

6. Data security and privacy plan

6.1 AskElira maintains administrative, technical, and physical safeguards aligned to the NIST Cybersecurity Framework, and to School's own data security and privacy policy where School provides it, including:

(a) encryption of Protected Data in transit (TLS 1.2 or higher) and at rest;

(b) application-level envelope encryption (AES-256-GCM) of School's SIS credentials, which are never stored in plaintext and are never transmitted by email or chat;

(c) multi-factor authentication enforced on every dashboard account, including AskElira's own administrator accounts;

(d) role-based access control and security-event logging;

(e) automated, scheduled security monitoring of the systems holding Protected Data.

6.2 Training and confidentiality. Every AskElira officer, employee, and assignee with access to Protected Data receives training on the federal and state laws governing the confidentiality of that data prior to receiving access, and is bound by written confidentiality obligations that survive the end of their engagement.

6.3 Compliance with School's policy. AskElira will comply with School's data security and privacy policy and, where School is a New York public school or charter school, with §2-d and Part 121.

7. Breach notification

7.1 AskElira will notify School of any breach or unauthorized release, access, or disclosure of Protected Data **promptly, and as AskElira's operational standard within 48 hours of discovery**, in the most expedient way possible and without unreasonable delay, and in no case later than the seven calendar days after discovery that 8 NYCRR §121.10(a) allows.

7.2 The notice will state what happened, when, which categories of Protected Data are involved, what AskElira has done in response, and a named contact — so that School can meet its own obligations to notify affected parents and the NYSED Chief Privacy Officer under §2-d and Part 121.

7.3 AskElira will cooperate with School and law enforcement in investigating any such incident. Where a breach or unauthorized release is attributed to AskElira, AskElira will pay for or promptly reimburse School the full cost of the notifications School must make, as 8 NYCRR §121.10(f) requires — without regard to fault.

7.4 Insurance. AskElira maintains, at its own expense:

(a) **Cyber Liability** insurance with a $1,000,000 policy aggregate, including $1,000,000 each for network-security liability, privacy liability, privacy-regulatory liability and breach-response costs;

(b) **Technology Errors & Omissions** (Professional Liability) insurance at $1,000,000 each claim and $1,000,000 aggregate; and

(c) **Commercial General Liability** insurance at $1,000,000 each occurrence and $1,000,000 general aggregate.

The liability coverages in (a) and (b) are written on a claims-made basis. AskElira will furnish certificates of insurance evidencing the above on School's request, and will not permit this coverage to lapse for so long as it holds Protected Data received under this Agreement — which includes the Deletion Window described in §1.7 and §8.1.

8. Deletion at the end of the Observation Week

8.1 Automatic deletion. Unless School executes the full AskElira onboarding packet under §10.3, AskElira will delete all Protected Data received under this Agreement **within 14 days after the end of the Observation Week**. Deletion is automatic and is not conditioned on any request from School. Until deletion occurs the Protected Data remains visible to School's own authorized staff under §1.6, and School's dashboard states the date on which the deletion will occur.

8.2 Credentials. AskElira will destroy School's SIS credentials at the end of the Observation Week. School may, and is encouraged to, disable the account it created for AskElira in its SIS at any time.

8.3 On demand. School may direct deletion at any time, in writing to privacy@askelira.com or by reply to any AskElira email; AskElira will delete within 5 business days and confirm.

8.4 Certificate. AskElira will provide written confirmation of deletion on School's request.

8.5 Return. Before deletion, School may request a copy of the Protected Data held, in a commonly readable electronic format, at no charge.

8.6 Backups. Protected Data persisting in routine encrypted backups is deleted on the normal backup expiry cycle and remains subject to every obligation of this Agreement until it is.

9. Parents' Bill of Rights and supplemental information

9.1 Under 8 NYCRR §121.3 the Parents' Bill of Rights for Data Privacy and Security, and the supplemental information that accompanies each third-party contractor agreement, are developed and published by School as the educational agency. AskElira supports that obligation by supplying the following, for School to adopt and publish with this Agreement. It is written for this Agreement and **supersedes, for this Agreement only**, the platform-wide supplemental information published at https://schools.askelira.com/legal/parents-bill-of-rights, which describes the full paid service and is broader in every respect than the Observation Week:

(a) **Exclusive purposes.** Protected Data will be used only for the purposes in §1.3 and §4.1.

(b) **Subcontractors.** AskElira will ensure that the subprocessors in §5.1 abide by all applicable data protection and security requirements, by the written terms of §5.3.

(c) **Duration.** The Observation Week lasts seven (7) days from the Effective Date. This Agreement ends when AskElira has deleted the Protected Data under §8: deletion happens automatically within 14 days after the Observation Week ends, School's SIS credentials are destroyed when the Week ends, and School may direct deletion at any time under §8.3. School keeps read-only access to its own data until deletion (§1.6).

(d) **Challenging accuracy.** Parents and eligible students may challenge the accuracy of Protected Data by contacting School, which may direct AskElira to correct it; AskElira will make the correction within 5 business days of School's instruction.

(e) **Storage and protection.** Protected Data is stored in encrypted form on systems AskElira configures to United States regions, and is protected by the safeguards in §6. AskElira does not warrant that no Protected Data ever leaves the United States: its application host (Vercel) may process and replicate backups outside the country, and does not warrant otherwise to AskElira. Model inference under §3.3 runs at a United States regional endpoint.

(f) **Encryption.** Protected Data is encrypted in transit and at rest.

9.2 AskElira will provide School with a signed copy of School's Parents' Bill of Rights on School's request.

10. Term, termination, and conversion

10.1 Term. This Agreement begins on the Effective Date and ends when AskElira has deleted the Protected Data under §8. The observation functions of §1.3 are available for the Observation Week only; the read-only access of §1.6(b) continues through the Deletion Window and ends on deletion. §§4, 6, 7, 8, 9, 11

and 12 survive until deletion is complete and, as to §§7 and 12, for so long as any related claim may be brought.

10.2 Termination. Either Party may end the Observation Week at any time, for any reason or none, by written notice (email suffices), effective immediately. Deletion under §8 follows, and the read-only access of §1.6(b) runs to that deletion unless School directs otherwise.

10.3 Conversion. School may convert to a paid engagement only by executing AskElira's full onboarding packet — the Master SaaS & Services Agreement (v2.5), the Data Processing Agreement (v2.5), and the New York Education Law §2-d Addendum (v2.5). On execution, that packet governs the engagement in its entirety, this Agreement terminates, and Protected Data already received continues to be held under the packet rather than deleted under §8. **No outward-facing function of the service — no message, call, text, or SIS write-back — is enabled at any time under this Agreement, whether or not School converts.**

10.4 No obligation. School is under no obligation to convert, and AskElira is under no obligation to offer conversion.

11. Conflicts and controlling terms

11.1 Where any term of this Agreement conflicts with Education Law §2-d or 8 NYCRR Part 121, those provisions control, and this Agreement is deemed amended to conform.

11.2 Where any term of this Agreement conflicts with School's own data security and privacy policy as to the protection of Protected Data, the more protective term controls.

11.3 This Agreement is the entire agreement of the Parties as to the Observation Week and supersedes any prior proposal or representation about it. It is governed by the laws of the State of New York, without regard to conflict-of-law rules.

12. Warranty and liability

12.1 The observation functions of §1.3, and the read-only access of §1.6(b), are provided **as is**, without warranty of any kind as to fitness, availability, or the accuracy of the draft messages displayed under §1.3(c). Nothing displayed is a recommendation School is obliged to act on, and AskElira does not warrant that the read-only access of §1.6(b) will be available for any particular period before deletion.

12.2 §12.1 does not limit anything else. AskElira's obligations under §§4, 5, 6, 7, 8 and 9 — the protection, non-use, security, breach notification, and deletion of Protected Data — are not disclaimed, not qualified by §12.1, and are not affected by the Observation Week being provided at no charge.

12.3 Neither Party limits liability for its own gross negligence, willful misconduct, or breach of confidentiality obligations, or for AskElira's obligations under §2-d.

13. Signature

School represents that the person signing below is authorized to accept agreements on School's behalf and to authorize the disclosure of Protected Data to AskElira for the purposes of §1.3.

[School legal name]

SIGNATURE	PRINTED NAME
TITLE	DATE

stoplosses.ai LLC

SIGNATURE	PRINTED NAME
TITLE	DATE