

# DATA PROCESSING AGREEMENT

Template | Auriga OS, Inc.

**How to use this template:** Fill in every field marked [BRACKET]. Both parties must sign. Return a fully executed copy to [privacy@auriga-os.com](mailto:privacy@auriga-os.com). Questions? Contact our Privacy Team at the same address.

## PARTIES

<b>Auriga OS, Inc.</b> (Data Processor / Service Provider)	[SCHOOL DISTRICT / INSTITUTION NAME] (Data Controller / Educational Agency)
2093 Philadelphia Pike #3824 Clayton, DE 19938 privacy@auriga-os.com	[Address Line 1] [City, State, ZIP] [Contact Email]

This Data Processing Agreement ("DPA") is entered into as of **[EFFECTIVE DATE]** and is incorporated into the Auriga OS Terms of Service and/or any applicable Order Form or Master Services Agreement between the parties (collectively, the "Agreement").

## 1. DEFINITIONS

**1.1 "Student Data"** — means any personally identifiable information (PII) contained in an education record as defined by FERPA (20 U.S.C. § 1232g), including but not limited to names, contact information, academic records, application materials, and college planning data submitted to or processed by the Service.

**1.2 "Service"** — means the Auriga OS college-planning and counseling platform, including all web, API, and AI-assisted features provided to the Educational Agency under the Agreement.

**1.3 "Authorized Users"** — means students, parents/guardians, and school counselors designated by the Educational Agency to access the Service.

**1.4 "Subprocessor"** — means any third-party engaged by Auriga OS to process Student Data on behalf of the Educational Agency. See Schedule A for the current list.

**1.5 "Applicable Law"** — means FERPA, COPPA (where applicable), SOPIPA, and any applicable state student-privacy statutes.

## 2. SCOPE AND PURPOSE OF PROCESSING

Categories of Data	Subject Matter	Duration	Nature of Processing
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Student PII (name, email, grade, school) Academic & test records College application materials AI-generated recommendations Communications & activity logs	Delivery of college planning, essay assistance, task management, and counselor collaboration features	For the term of the Agreement plus any retention period required by Applicable Law or as specified in Section 7	Collection, storage, analysis, AI-assisted processing, display, and deletion as directed by the Educational Agency
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### 3. OBLIGATIONS OF AURIGA OS (DATA PROCESSOR)

**3.1 Lawful Instructions** — Auriga OS shall process Student Data only on documented instructions from the Educational Agency, unless required otherwise by Applicable Law.

**3.2 Confidentiality** — Auriga OS shall ensure that personnel authorized to process Student Data are subject to binding confidentiality obligations.

**3.3 No Sale of Data** — Auriga OS shall not sell, rent, trade, or monetize Student Data. Student Data shall not be used for targeted advertising or to build profiles unrelated to the educational purpose.

**3.4 Security Measures** — Auriga OS shall implement and maintain commercially reasonable technical and organizational security measures, including encryption at rest (AES-256) and in transit (TLS 1.2+), role-based access controls, SOC 2 Type II-aligned controls, and regular vulnerability assessments.

**3.5 Subprocessors** — Auriga OS shall maintain the list of Subprocessors in Schedule A and provide the Educational Agency at least 30 days' prior notice of any addition or replacement of a Subprocessor. The Educational Agency may object in writing within 14 days; if unresolved, either party may terminate the Agreement without penalty.

**3.6 Data Subject Rights** — Auriga OS shall assist the Educational Agency in responding to requests from students or parents to access, correct, or delete Student Data, within 30 days of a verified request.

**3.7 Breach Notification** — In the event of a confirmed breach of Student Data, Auriga OS shall notify the Educational Agency within 72 hours of becoming aware, and shall cooperate fully with any subsequent investigation and remediation.

**3.8 Audits** — Upon reasonable written notice (no less than 10 business days), Auriga OS shall make available information reasonably necessary to demonstrate compliance with this DPA, including results of third-party security assessments.

### 4. OBLIGATIONS OF THE EDUCATIONAL AGENCY (DATA CONTROLLER)

4.1 The Educational Agency warrants that it has all necessary rights and consents (including FERPA annual notice or parental consent where required) to provide Student Data to Auriga OS.

4.2 The Educational Agency shall ensure Authorized Users are informed of and comply with the Auriga OS Terms of Service and acceptable use policies.

4.3 The Educational Agency shall promptly notify Auriga OS of any changes to Authorized User lists or access permissions.

4.4 The Educational Agency shall designate a privacy contact for communications under this DPA: Name: [PRIVACY CONTACT NAME] | Email: [PRIVACY CONTACT EMAIL]

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## 5. DATA OWNERSHIP

Student Data remains the exclusive property of the Educational Agency and the applicable students/families. This DPA does not transfer any ownership rights to Auriga OS. Auriga OS acquires no rights in Student Data beyond those strictly necessary to provide the Service.

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## 6. FERPA AND APPLICABLE LAW COMPLIANCE

6.1 The Educational Agency designates Auriga OS as a "school official" with a "legitimate educational interest" as those terms are used in FERPA (34 C.F.R. § 99.31(a)(1)), solely for purposes of providing the Service.

6.2 Auriga OS agrees to comply with FERPA restrictions applicable to school officials, including the prohibition on re-disclosure of Student Data without prior written consent except as permitted by FERPA.

6.3 To the extent Student Data includes information about children under 13, Auriga OS shall not collect such data without prior verifiable parental consent obtained by the Educational Agency in accordance with COPPA.

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## 7. DATA RETENTION AND DELETION

7.1 Auriga OS shall retain Student Data only as long as necessary to provide the Service or as required by law.

7.2 Upon termination or expiration of the Agreement, Auriga OS shall, within 60 days and upon written request, securely delete or return all Student Data in a portable format. Auriga OS shall provide written certification of deletion upon request.

7.3 The Educational Agency may request deletion of specific Student Data at any time by contacting [privacy@auriga-os.com](mailto:privacy@auriga-os.com). Auriga OS shall complete such deletion within 30 days.

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## 8. INTERNATIONAL DATA TRANSFERS

Auriga OS processes Student Data in the United States. To the extent any processing occurs outside the U.S., Auriga OS shall ensure adequate safeguards (including Standard Contractual Clauses or equivalent mechanisms) are in place in accordance with Applicable Law.

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## 9. TERM, RENEWAL, AND ANNUAL REVIEW

9.1 This DPA is effective as of the Effective Date and remains in force for the duration of the Agreement.

9.2 The parties agree to review this DPA annually and update it as needed to reflect changes in Applicable Law, the Service, or the parties' practices. Either party may propose amendments in writing; amendments take effect upon mutual written agreement.

## **10. LIMITATION OF LIABILITY**

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Each party's total cumulative liability arising out of or related to this DPA shall not exceed the amounts paid or payable by the Educational Agency to Auriga OS in the twelve (12) months immediately preceding the claim, except to the extent such limitation is prohibited by Applicable Law.

## **11. GOVERNING LAW**

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This DPA shall be governed by the laws of the State of Delaware, without regard to its conflict-of-law provisions, except where superseded by Applicable Law.

## SIGNATURES

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By signing below, the parties agree to be bound by the terms of this Data Processing Agreement.

<b>AURIGA OS, INC.</b> (Data Processor)	<b>[EDUCATIONAL AGENCY NAME]</b> (Data Controller)
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: <a href="mailto:privacy@auriga-os.com">privacy@auriga-os.com</a>	Email: _____

## SCHEDULE A — APPROVED SUBPROCESSORS

The following third-party Subprocessors may process Student Data in connection with the Service. Auriga OS will update this list and notify the Educational Agency at least 30 days before adding or replacing any Subprocessor.

Subprocessor	Country	Purpose	Data Categories
Google Cloud Platform (Firebase / Firestore)	USA	Infrastructure, authentication, database hosting	All Student Data
Google Vertex AI / Gemini	USA	AI-assisted college planning features	Student inputs, application materials
Anthropic (Claude API)	USA	AI essay and writing assistance	Essay drafts, student inputs
Stripe, Inc.	USA	Payment processing (counselor/school billing)	Billing data only — no Student Data
Calendly	USA	Counselor appointment scheduling	Name, email, scheduling preferences

SendGrid (Twilio)	USA	Transactional email notifications	Name, email address
LangSmith (LangChain)	USA	LLM trace logging and evaluation	Anonymized model I/O logs

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Auriga OS, Inc. · 2093 Philadelphia Pike #3824, Clayton, DE 19938 · [privacy@auriga-os.com](mailto:privacy@auriga-os.com) · [auriga-os.com](http://auriga-os.com) | Template version 1.0 · June 2026