



AI Master Scheduling for Schools

Data Processing Agreement

FERPA-Aligned · Student Data Protection

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") is entered into between **nOS LLC**, a limited liability company organized under the laws of the State of North Carolina ("nOS"), and the educational institution identified on the signature page ("School"). It is incorporated into and forms part of the Master Services Agreement ("MSA") and governs nOS's processing of Student Data on behalf of the School. In the event of a conflict regarding Student Data, this DPA controls. Capitalized terms not defined here have the meanings given in the MSA.

1. FERPA DESIGNATION

1.1 School Official Status. The School designates nOS as a "school official" with a "legitimate educational interest" under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and 34 C.F.R. Part 99 ("FERPA"). nOS accesses Student Data only as necessary to perform the Service and under the direct control and instruction of the School.

1.2 Compliance with FERPA. nOS complies with all applicable FERPA requirements in connection with its access to Student Data, including maintaining confidentiality of education records and using Student Data only for authorized purposes.

2. SCOPE OF DATA PROCESSING

2.1 Categories of Data. nOS may process the following categories of Student Data as directed by the School: student identifiers (names, student IDs, grade levels, enrollment status, and, where the School provides it for scheduling, gender); scheduling data (course requests, block assignments, section placements); academic history used for scheduling (completed courses, credits); and teacher/staff information (IDs, names, scheduling assignments).

2.2 Purposes of Processing. nOS processes Student Data solely to generate and optimize the School's master schedule, provide scheduling reports to authorized School staff, and support School-directed scheduling functions within the Service.

2.3 Student Information System (SIS) Integrations. Where the School directs nOS to integrate with the School's Student Information System (for example PowerSchool, Blackbaud, Aeries, Veracross, or a comparable platform), nOS will import from and/or export to that system using credentials supplied by the School, solely as directed by the School. Such credentials are encrypted at rest using AES-256-GCM. The School's SIS provider is operated by the School or its own vendor and is not a nOS subprocessor.

3. RESTRICTIONS ON USE OF STUDENT DATA

3.1 No Sale of Student Data. nOS shall not sell, rent, trade, or otherwise transfer Student Data to any third party for commercial purposes.

3.2 No Advertising. nOS shall not use Student Data to target students or School staff with advertising or to create advertising profiles.

3.3 No Unrelated AI Training. nOS shall not use Student Data to train, fine-tune, or improve any artificial-intelligence or machine-learning model that is not solely dedicated to providing the Service to the School that provided the data. Student Data shall not be aggregated with other schools' data for AI-model training without express written consent.

3.4 AI Processing of Student Data. To provide optional AI-assistant features, nOS transmits limited Student Data (such as student names and schedule/roster context) to its AI subprocessor, **Anthropic PBC**, through the Anthropic

API, solely to generate responses for Authorized Users at the School's direction. This processing is governed by nOS's commercial agreement and Data Processing Addendum with the subprocessor, which (a) prohibit use of nOS's inputs or outputs to train the subprocessor's models and (b) require limited retention (generally deletion within thirty (30) days, or zero retention where enabled). nOS remains responsible for the subprocessor's compliance with obligations at least as protective as this DPA.

3.5 Processing Only Under School Direction. nOS processes Student Data only in accordance with the School's documented instructions, as reflected in this DPA and the MSA, unless required by applicable law (in which case nOS informs the School before processing, to the extent permitted by law).

4. DATA SECURITY

nOS implements and maintains commercially reasonable administrative, technical, and physical security measures appropriate to the nature of Student Data, including: encryption in transit using TLS 1.2 or higher; encryption at rest; AES-256-GCM encryption of stored third-party integration credentials; access controls limited to authorized personnel with a need to know; regular security reviews; and personnel training on data privacy and security.

5. SUBPROCESSORS

nOS may engage third-party subprocessors to assist in providing the Service. All subprocessors are bound by data-protection obligations at least as protective as those in this DPA. nOS maintains a current, itemized Subprocessor List (provided with these documents and available on request at bennettmiller@nosplanner.com), which identifies each subprocessor, the service it provides, the data it processes, and its location. nOS provides advance notice of material changes to the subprocessor list and allows the School to object as set out below.

5.1 Objection. If nOS adds a new subprocessor that processes Student Data, nOS will provide at least thirty (30) days' advance notice. If the School has a legitimate objection it cannot resolve with nOS in good faith, the School may terminate the affected Order Form without penalty.

6. DATA RETENTION AND DELETION

6.1 Retention. nOS retains Student Data only for the duration of the applicable subscription term plus the post-termination export window below.

6.2 Export Window. For sixty (60) days following expiration or termination, nOS makes Student Data available for export in a commonly used, machine-readable format upon written request.

6.3 Production Deletion. Upon conclusion of the 60-day export window, nOS deletes or permanently de-identifies all Student Data from production systems within thirty (30) days, unless retention is required by law.

6.4 Backup Overwrite. Student Data in encrypted backups is overwritten in the ordinary course within thirty (30) days after production deletion. nOS does not restore backups to access deleted Student Data.

6.5 AI Subprocessor Data. Prompt content transmitted to the AI subprocessor to provide AI features is subject to that provider's limited-retention terms and is not used for model training; nOS does not retain a separate copy of AI prompt content beyond what is necessary to display the conversation to the Authorized User.

7. BREACH NOTIFICATION

7.1 Notification. Upon discovering or reasonably suspecting a confirmed security incident involving unauthorized access to or disclosure of Student Data ("Data Breach"), nOS notifies the School without undue delay and within seventy-two (72) hours of discovery, to the extent permitted by law.

7.2 Content. Notification includes, to the extent known: the nature of the incident; the categories and approximate number of individuals and records affected; likely consequences; and measures taken or proposed. nOS supplements as more information becomes available.

7.3 Cooperation. nOS cooperates with the School's investigation and, at the School's reasonable request and expense, assists with notifications to affected individuals or regulators.

8. DATA SUBJECT RIGHTS

Where Student Data is subject to privacy laws granting rights of access, correction, or deletion, nOS assists the School in fulfilling such requests consistent with the Service's functionality. The School remains responsible for responding within applicable timeframes.

9. AUDITS

Upon reasonable written request, no more than once per year, nOS provides documentation or completes a reasonable security questionnaire to allow the School to verify compliance. nOS may satisfy audit requests with third-party audit reports or certifications where available.

10. DATA HOSTING

All Student Data is hosted on servers located within the United States. Subprocessors that process Student Data (see the Subprocessor List) are likewise United States-based. nOS will not transfer Student Data outside the United States without the School's prior written consent.

11. LIMITATION OF LIABILITY

Each party's liability under this DPA is subject to the limitation-of-liability provisions in the MSA. nOS's aggregate liability under this DPA shall not exceed the total fees paid by the School in the twelve (12) months preceding the event giving rise to the claim, except for willful misconduct or gross negligence.

12. TERM

This DPA remains in effect for the duration of the MSA and any applicable subscriptions and survives with respect to data-deletion obligations until all Student Data has been deleted or returned.

SIGNATURE

IN WITNESS WHEREOF, the parties have executed this Data Processing Agreement as of the Effective Date. nOS LLC: _____ School: _____ Printed Name / Title / Date on file. Notices to nOS LLC: bennettmiller@nosplanner.com · nOS LLC, State of North Carolina.