

## LUMIST.AI DATA PROCESSING ADDENDUM (DPA)

**Effective Date:** [Date] **Between:** Lumist.ai ("Vendor") AND [School District/Organization Name] ("District")

This Data Processing Addendum ("DPA") is incorporated into and forms part of the Service Agreement or Terms of Service (the "Agreement") between Lumist.ai and the District.

### 1. DEFINITIONS

- **"Student Data"** means any information (in any format) that is directly related to an identifiable current or former student that is maintained by the School District or by Lumist.ai as part of the provision of the Services. This includes "Education Records" as defined by FERPA.
- **"De-Identified Data"** means data from which all personally identifiable information, including direct and indirect identifiers, has been removed or obscured, such that the remaining information does not reasonably identify an individual.

### 2. FERPA COMPLIANCE & SCHOOL OFFICIAL STATUS

- **2.1 School Official Status.** Lumist.ai acknowledges that for the purposes of the Family Educational Rights and Privacy Act (FERPA), it is acting as a "School Official" with "legitimate educational interests" in the Student Data, as defined in 34 CFR § 99.31(a)(1)(i)(B).
- **2.2 Limitations on Use.** Lumist.ai agrees to use Student Data **solely** for the purpose of providing the Services defined in the Agreement. Lumist.ai shall not use Student Data for any purpose other than to perform the Services.

### 3. PROHIBITIONS ON DATA MINING & MARKETING

- **3.1 No Targeted Advertising.** Notwithstanding any provision in the Vendor's Privacy Policy to the contrary, Lumist.ai is strictly prohibited from using Student Data to engage in behavioral targeting of advertisements to students.
- **3.2 No Profile Building.** Lumist.ai shall not create a profile of a student for any purpose other than providing the educational services (e.g., adaptive learning paths and score predictions) or as authorized by the District.
- **3.3 Marketing Restriction.** Lumist.ai shall not sell, rent, or lease Student Data to any third party.

### 4. DATA OWNERSHIP

- **4.1 District Ownership.** The District continues to own all right, title, and interest in and to all Student Data.
- **4.2 Supremacy Clause.** To the extent that the Vendor's Terms of Service grant Vendor a "perpetual, irrevocable license" to User Content, this DPA supersedes that clause. Regarding Student Data, Vendor's rights are limited to a non-exclusive, revocable license used strictly to provide the Service to the District during the term of the Agreement.

### 5. ARTIFICIAL INTELLIGENCE & DATA USAGE

- **5.1 AI Training.** Lumist.ai warrants that it does **not** use personally identifiable Student Data to train its general, public-facing artificial intelligence models.

- **5.2 De-Identification.** The District acknowledges that Lumist.ai may use De-Identified Data for product improvement and research purposes, provided that Lumist.ai agrees not to attempt to re-identify such data.

**6. DATA SECURITY**

- **6.1 Security Controls.** Lumist.ai agrees to employ administrative, physical, and technical safeguards consistent with industry standards (e.g., NIST Cybersecurity Framework) to secure Student Data from unauthorized access, disclosure, and use.
- **6.2 Encryption.** Student Data shall be encrypted in transit (using TLS 1.2 or higher) and at rest (using AES-256 or equivalent).

**7. DATA BREACH NOTIFICATION**

- **7.1 Notification Timeline.** In the event of an unauthorized release, disclosure, or acquisition of Student Data ("Security Incident"), Lumist.ai shall notify the designated District contact **within forty-eight (48) hours** of confirmation of the breach.
- **7.2 Content of Notice.** The notice shall include the nature of the breach, the types of data affected, and the steps taken to mitigate the incident.

**8. DATA DELETION**

- **8.1 Termination.** Upon termination or expiration of the Agreement, Lumist.ai shall delete or transfer to the District all Student Data within sixty (60) days, unless a student or parent has established a separate, personal consumer account with Lumist.ai.
- **8.2 Right to be Forgotten.** The District may request the deletion of specific student records at any time through the Vendor’s administrative dashboard or by contacting support.

**9. SUB-PROCESSORS**

- **9.1 Approved Vendors.** The District acknowledges that Lumist.ai utilizes third-party sub-processors (e.g., Supabase, Vercel, Stripe, Google Gemini) to provide the Service. Lumist.ai shall enter into written agreements with all sub-processors imposing data protection obligations substantially similar to those in this DPA.

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**IN WITNESS WHEREOF**

The parties have executed this Data Processing Addendum as of the date first above written.

**Lumist.ai** Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

**[School District Name]** Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

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