

# Data Processing Agreement

*Between Future Me, Answered and [School District / Institution Name]*

Effective Date: [\_\_\_\_\_], 2026 • Version 1.0 — March 2026

## DATA CONTROLLER (“DISTRICT”)

**[Full Legal Name of School District]**  
[State]  
Represented by its duly authorized signatory.

## DATA PROCESSOR (“FMA”)

**Future Me, Answered LLC**  
A [INSERT STATE OF FORMATION] limited liability company  
Operating at futme.app

## RECITALS

District uses FMA’s career-planning platform to support students in exploring strengths, interests, and post-secondary pathways. In connection with that use, FMA processes Student Personal Information on behalf of the District.

This Data Processing Agreement (“DPA”) governs FMA’s processing of Student Personal Information as required by applicable law, including the Family Educational Rights and Privacy Act (FERPA), the Children’s Online Privacy Protection Act (COPPA), and applicable state student privacy statutes, including Colorado SB 16-133, California AB 1584, Texas SB 820, and New York Education Law § 2-d.

## SECTION 1 — DEFINITIONS

For purposes of this DPA:

- **“Student Personal Information” (SPI)** means any information directly related to an identifiable student that is collected, generated, or maintained through the FMA platform, including assessment responses, career preference data, profile summaries, and any other data associated with a student account.
- **“Processing”** means any operation performed on SPI, including collection, storage, use, disclosure, transfer, deletion, or any other handling of SPI, whether automated or manual.
- **“Sub-processor”** means any third party engaged by FMA to process SPI on FMA’s behalf in connection with the Services.
- **“Breach”** means any confirmed unauthorized access to, disclosure of, or loss of SPI that compromises its confidentiality, integrity, or availability.
- **“Authorized Purpose”** means the provision of the following specific services by FMA to the District and its students: (i) Stage 1–5 career self-assessment; (ii) AI-generated career option card recommendations; (iii) career comparison and weighted decision matrix tools; (iv) 30-day action plan generation; (v) student profile summary and PDF export; and (vi) counselor dashboard providing read-only student progress visibility. Any use of SPI outside these enumerated services requires written amendment to this DPA.

## SECTION 2 — SCOPE OF PROCESSING

FMA processes SPI solely to provide the Authorized Purpose. Covered data includes Stage 1–5 assessment responses, career option card selections, 30-day action plans, profile summaries, and PDF exports generated by or for students.

FMA does not sell SPI, use SPI for advertising targeting, or engage in behavioral profiling of students outside the Authorized Purpose. SPI is never used to build commercial profiles of students or to target students with advertising.

**Data Inventory.** FMA collects and processes only the following categories of SPI: student name, email address, birth year, career assessment responses, career option card selections, action plan text, profile summary text, and account activity metadata (e.g., last login, stage completion status). FMA does *not* collect Social Security numbers, financial account information, biometric data, health or medical information, precise geolocation data, or any government-issued identification numbers.

**Permitted Uses.** FMA may process SPI only for the following purposes: (a) providing the Authorized Purpose services to the District and its students; (b) maintaining, improving, and securing the Services, provided that such use does not involve sharing SPI with third parties or using SPI to build student profiles beyond the Authorized Purpose; and (c) complying with applicable law or legal process. All other uses require prior written consent of the District.

### SECTION 3 – PERMITTED USE & RESTRICTIONS

FMA shall not:

- Sell SPI or exchange SPI for any form of consideration;
- Use SPI for advertising, marketing, or to amass a profile on a student for purposes other than the Authorized Purpose;
- Disclose SPI to any third party except to authorized Sub-processors as set forth in Section 6 or as required by applicable law;
- Retain SPI beyond the term of this DPA plus the 90-day deletion window described in Section 9;
- Use SPI in a manner inconsistent with written instructions from the District.

### SECTION 4 – FMA OBLIGATIONS

FMA shall:

- **Security Measures.** Implement and maintain appropriate technical and organizational security measures designed to protect SPI against unauthorized access, disclosure, alteration, or destruction, including encryption at rest and in transit, access controls, and an incident response plan.
- **Breach Notification.** Notify the District's designated privacy contact (as identified under Section 5) of a confirmed Breach within 72 hours of FMA's discovery of the Breach, via email to the contact address on file, providing sufficient detail to allow the District to meet its own notification obligations.
- **Documented Instructions.** Process SPI only in accordance with documented instructions from the District, unless otherwise required by applicable law, in which case FMA shall notify the District before processing unless prohibited by law.
- **Records of Processing.** Maintain records of processing activities involving SPI as required by applicable law and make such records available to the District upon reasonable written request.
- **Confidentiality.** Ensure that personnel authorized to process SPI are subject to appropriate confidentiality obligations.

## SECTION 5 – DISTRICT OBLIGATIONS

The District shall:

- **COPPA Consent.** Obtain and maintain verifiable parental consent for students under 13, or rely on the school official exception under COPPA (16 C.F.R. § 312.5(b)(1)), and provide FMA with written confirmation upon request.
- **FERPA Notice.** Include FMA’s data collection and processing practices in the District’s annual FERPA notice to students and parents as required by 34 C.F.R. § 99.7.
- **Privacy Contact.** Designate a District privacy contact responsible for communications with FMA regarding data privacy and security matters.
- **Lawful Instructions.** Ensure that all instructions provided to FMA are consistent with applicable law and the District’s legal authority to disclose and process SPI.

## SECTION 6 – SUB-PROCESSORS

FMA currently engages the following Sub-processors to support delivery of the Services. FMA will provide the District with at least 30 days’ prior written notice before engaging any new Sub-processor that will have access to SPI. If the District reasonably objects to a new Sub-processor, the parties will cooperate in good faith to resolve the objection.

SUB-PROCESSOR	PURPOSE	LOCATION	DATA PROTECTION
OpenAI, L.L.C.	AI inference for career recommendations and plan text. FMA uses the API under OpenAI’s standard usage policies, which prohibit training on API inputs by default. Student data is not used to train OpenAI models.	United States	OpenAI API usage policies; SOC 2 Type II (OpenAI enterprise program)
Turso, Inc. (libSQL)	Encrypted student data storage	United States / EU (configurable)	SOC 2 aligned; data encryption at rest
Vercel, Inc.	Application hosting and edge delivery	United States / Global CDN	SOC 2 Type II; GDPR DPA available
Resend, Inc.	Transactional email (magic link, welcome)	United States	SOC 2 aligned

## **SECTION 7 — DATA TRANSFERS**

FMA processes SPI primarily in the United States. Where District is subject to the General Data Protection Regulation (GDPR), the UK GDPR, or an equivalent international data protection regime, FMA will execute appropriate transfer mechanisms — including Standard Contractual Clauses or equivalent safeguards — upon written request by the District.

## **SECTION 8 — STUDENT RIGHTS & DATA SUBJECT REQUESTS**

FMA will reasonably assist the District in responding to requests from students or parents to access, correct, delete, or restrict the processing of SPI. FMA will respond to requests for cooperation within 30 days of receipt. Where FMA receives a data rights request directly from a student or parent, FMA will refer the request to the District and take no independent action without the District's written authorization. For individual student account deletion requests, FMA will process deletion within 10 business days of receiving written authorization from the District, and will provide written confirmation upon completion.

## **SECTION 9 — RETENTION & DELETION**

FMA retains SPI for the duration of the agreement term plus a 90-day wind-down period. Upon expiration or earlier termination of this DPA, or upon written request from the District, FMA will delete or return all SPI within 30 days and provide written confirmation of deletion. Aggregate, de-identified data is not subject to this deletion obligation. For purposes of this section, "de-identified data" means data from which all direct and indirect identifiers have been removed such that re-identification is not reasonably possible. FMA may retain de-identified aggregate data solely for product improvement purposes and does not share such data with third parties.

## **SECTION 10 — SECURITY STANDARDS**

FMA maintains the following security standards for the protection of SPI:

- **Encryption in Transit:** TLS 1.2 or higher for all data transmitted between students, the District, and FMA systems.
- **Encryption at Rest:** AES-256 encryption for all SPI stored in FMA's database infrastructure.
- **Access Controls:** Role-based access controls limiting SPI access to authorized FMA personnel on a need-to-know basis.
- **Security Review & Audit Rights:** Annual security review of FMA's platform, infrastructure, and data handling practices. FMA will respond to reasonable written security questionnaires from the District within 30 days, and will provide a summary of its most recent annual security review upon written request.
- **Incident Response:** A documented incident response plan governing detection, containment, notification, and remediation of security incidents.
- **Employee Training:** Security awareness training for all FMA personnel with access to SPI.

## SECTION 11 — COPPA COMPLIANCE

For students under the age of 13, FMA relies on the District’s authority as a school official to collect personal information from students without direct parental consent, as permitted under the Children’s Online Privacy Protection Act and its implementing regulations (16 C.F.R. § 312.5(b)(1)). The District represents and warrants that it has obtained all necessary authorization under COPPA to permit FMA to collect and process SPI from students under 13 for the Authorized Purpose, and that such collection is for an educational purpose with no commercial benefit to FMA beyond providing the Services.

## SECTION 12 — STATE-SPECIFIC PROVISIONS

FMA acknowledges the following state student privacy statutes and complies with each as applicable to Districts in those jurisdictions:

STATUTE	FMA’S COMPLIANCE APPROACH
<b>Colorado SB 16-133</b> (Student Data Transparency and Security Act)	FMA does not sell SPI, does not use SPI for targeted advertising, and maintains a publicly accessible privacy policy describing data practices consistent with the statute’s operator requirements.
<b>California AB 1584 / SOPIPA</b> (Student Online Personal Information Protection Act)	FMA does not use SPI to build a commercial profile, does not sell SPI, and does not disclose SPI to third parties except as required to provide the Services; this DPA serves as the written agreement required by AB 1584.
<b>Texas SB 820 / HB 2087</b> (Texas Student Data Privacy)	FMA processes SPI solely for the Authorized Purpose, prohibits use of SPI for advertising, and will delete SPI upon request consistent with Texas law requirements for operators contracting with school districts.
<b>New York Education Law § 2-d</b> (NY Student Data Privacy)	FMA operates as an “operator” under Ed Law § 2-d, maintains a Parents’ Bill of Rights–aligned privacy policy, does not engage in unauthorized disclosure of SPI, and will cooperate with the District in meeting its annual reporting obligations. <i>For New York Districts: FMA will provide a completed Parents’ Bill of Rights supplement as a separate exhibit upon request, as required by Ed Law § 2-d.</i>

### **SECTION 13 — TERM & TERMINATION**

This DPA is effective as of the Effective Date and continues for the duration of the applicable service agreement or purchase order between the parties, unless earlier terminated. Either party may terminate this DPA with 30 days' prior written notice to the other party. Termination does not relieve either party of obligations that arose prior to termination, including obligations related to a Breach that occurred before the termination date.

### **SECTION 14 — LIABILITY & INDEMNIFICATION**

Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party from and against any claims, losses, damages, and expenses (including reasonable attorneys' fees) arising from a material breach of this DPA caused by the Indemnifying Party's acts or omissions.

FMA's aggregate liability under this DPA, for any cause and regardless of the form of action, is limited to the total fees paid by the District to FMA in the 12 months preceding the event giving rise to the claim. This limitation does not apply to liability arising from FMA's unauthorized disclosure of SPI or from either party's gross negligence or willful misconduct. Nothing in this DPA limits or waives any immunity, defense, or limitation on liability available to the District under applicable state law governing public agencies, including sovereign immunity where applicable.

### **SECTION 15 — GOVERNING LAW**

This DPA shall be governed by and construed in accordance with the laws of the state in which the District is located and operates, without regard to its conflict of law principles. Any dispute arising under or in connection with this DPA shall be subject to the exclusive jurisdiction of the courts of that state. If the governing state cannot be determined, the laws of the State of [INSERT FMA HOME STATE] shall govern. The parties agree to attempt good-faith negotiation before initiating formal dispute proceedings.

**SECTION 16 — ENTIRE AGREEMENT**

This DPA, together with the applicable service agreement or purchase order between the parties, constitutes the entire agreement between the parties with respect to the processing of SPI and supersedes all prior agreements, representations, and understandings on that subject. In the event of a conflict between this DPA and the service agreement with respect to data privacy or security obligations, this DPA shall govern.

This DPA may be amended only by a written instrument signed by authorized representatives of both parties. No waiver of any provision of this DPA shall be effective unless in writing.

**District Template.** Where a District has an existing Data Processing Agreement, privacy addendum, or equivalent vendor contract template that has been approved by that District’s legal counsel, FMA will review such agreement in good faith as an alternative to this DPA. FMA reserves the right to propose reasonable modifications to District-provided templates to align with FMA’s actual data practices.

**SDPC Alignment.** FMA is pursuing signatory status with the Student Data Privacy Consortium (SDPC) and is prepared to execute an SDPC-aligned agreement upon request. Districts whose state participates in the SDPC framework may request an SDPC-compliant version of this DPA.

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**SIGNATURES**

*The parties have executed this Data Processing Agreement as of the Effective Date first written above.*

**FOR THE DISTRICT**

**FOR FUTURE ME, ANSWERED LLC**

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