StarCLS, Inc.
Data Privacy Addendum

This Data Privacy Addendum ("**DPA**") forms part of the Service Agreement or Terms of Service (the "**Agreement**") between **StarCLS, Inc.** (d/b/a "StarQuiz") and the educational institution, school district, or school identified in the Agreement ("**District**").

For any questions regarding the DPA, contact cem@starquiz.ai.

1. Definitions

- **"Authorized User"** means a student, teacher, or staff member authorized by the District to access the Service.
- **"Data Privacy Laws"** means applicable laws relating to privacy and data protection, including **FERPA** (Family Educational Rights and Privacy Act), **COPPA** (Children's Online Privacy Protection Act), **CCPA** (California Consumer Privacy Act), and applicable state student data privacy laws (e.g., SOPIPA).
- **"Student Data"** means any personally identifiable information (PII) or material, in any media or format, that is personally identifiable to a student and is provided by the District or its Users to StarQuiz.
- **"Security Breach"** means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Student Data.

2. Compliance and Roles

2.1 School Official Status. Under FERPA, StarQuiz is acting as a **"School Official"** with a legitimate educational interest in the Student Data. StarQuiz agrees to remain under the direct control of the District with respect to the use and maintenance of Student Data.

2.2 Data Processor. Under applicable privacy laws, the District is the **Data Controller** (owner) and StarQuiz is the **Data Processor** (service provider). StarQuiz will process Student Data solely to provide the Services defined in the Agreement.

3. Data Privacy Commitments

To ensure clarity and trust, StarQuiz makes the following commitments regarding its processing of Student Data:

3.1 What We Do With Data

- **Educational Use Only:** We use Student Data solely to provide and improve educational services.
- **Security:** We store data using industry-standard encryption (at rest and in transit).
- **District Control:** We acknowledge that the District retains ownership and control of all Student Data.
- **Compliance:** We comply with FERPA, COPPA, and applicable state regulations.
- **Rights Requests:** We provide tools and support to allow Districts to access, export, or delete data upon request.

3.2 What We Do NOT Do

- **No Selling:** We do not sell, rent, or trade Student Data.
- **No Targeted Advertising:** We do not use Student Data for behavioral targeting of advertisements to students.
- **No Non-Educational Profiling:** We do not build behavioral profiles of students other than for supporting the educational purpose.
- **No General AI Training:** We do not use Student Data to train general, non-educational public AI models.

4. Security and Breach Notification

4.1 Security Measures. StarQuiz shall implement and maintain appropriate administrative, technical, and physical security measures to protect Student Data from unauthorized access, disclosure, or misuse.

4.2 Breach Notification. In the event of a Security Breach, StarQuiz shall notify the District **without undue delay** (and in no event later than the time required by applicable state law).

- **Content of Notice:** The notice shall include, to the extent known: (a) the nature of the breach; (b) the types of data involved; (c) the steps StarQuiz is taking to investigate and mitigate the breach; and (d) contact information for further inquiry.

5. Subprocessors

5.1 Authorized Subprocessors. The District acknowledges and agrees that StarQuiz may use the third-party subprocessors listed in **Exhibit A** (or the current "Subprocessor List" maintained in the Trust Center) to process Student Data.

5.2 Right to Object. StarQuiz will provide the District with notice (via email or platform update) of any **new** subprocessor before authorizing them to process Student Data.

- The District has the right to object to a new subprocessor on reasonable data protection grounds within **thirty (30) days** of notice.
- If the parties cannot resolve the objection, the District may terminate the Agreement with respect to those services that require the new subprocessor.

6. Data Rights and Deletion

6.1 Access and Correction. StarQuiz will assist the District in fulfilling its obligations to respond to requests from parents or eligible students to inspect, review, or correct Student Data.

6.2 Deletion upon Termination. Upon termination of the Agreement or upon the District's written request, StarQuiz shall **securely destroy** or return all Student Data in its possession, unless required by law to retain it. Certification of deletion will be provided upon request.

7. General Provisions

7.1 Supremacy. In the event of a conflict between this DPA and the main Service Agreement, the terms of this DPA shall control regarding the processing of Student Data.

7.2 Governing Law. This DPA shall be governed by the laws of the jurisdiction specified in the main Agreement (Delaware), unless a specific state student privacy law mandates the laws of the District's state.

IN WITNESS WHEREOF

StarCLS, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Version: 1.0
Last updated: 11/23/2025

[District Name]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A: Authorized Subprocessors

Company / Address	Function / Service	Data Type & Access	Location
Vercel Inc. 🔗 Trust & Security 440 N Barranca Ave #4133 Covina, CA 91723	**Client Provider & Hosting** Hosting frontend applications and processing incoming data.	**Student & Educator Data** User data, LTI service data, assessment performance, and content creation inputs.	United States
Amazon Web Services (AWS) 🔗 Trust Center 410 Terry Ave N Seattle, WA 98109	**Cloud Infrastructure**	**Lecture Materials & Transcripts** Temporary storage of lecture materials (deleted within 24 hours). Processing of transcripts.	United States

MongoDB, Inc. 🔗 Trust Center 1633 Broadway, 38th Floor New York, NY 10019	**Database Provider** Primary persistent data storage for the application.	**Student & Educator PII** Stores notes, quizzes, classes, enrollments, and user profiles. Access controlled via whitelist; encrypted at-rest.	United States
Alphabet, Inc. 🔗 Trust Center 1600 Amphitheatre Pkwy Mountain View, CA 94043	**AI & Analytics**	**Lecture Materials (Ephemeral) & Anonymized Data** Firebase processes lecture materials to create quizzes (data not stored). Generative AI Prompts. Collect no PII.	United States
OpenAI, Inc. 🔗 Trust Portal 1455 Third Street San Francisco, CA 94158	**AI Provider** Large Language Models (LLM) for quiz generation tasks.	**Generative AI Prompts** Content and prompts used to create assessments.	United States
Hugging Face, Inc. 🔗 Security 20 Jay St, Suite 620 Brooklyn, NY 11201	**AI Model Gateway** Secure access point for specific third-party AI models.	**Generative AI Prompts** Task-specific inputs for assessment generation.	United States

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Cerebras Systems Inc. 🔗 Trust Center 1237 E Arques Ave Sunnyvale, CA 94085	**AI Model Provider** High-performance model inference via Hugging Face.	**Generative AI Prompts** Processed ephemerally for quiz generation.	United States
SambaNova Systems, Inc. 🔗 Trust Center 2200 Geng Road, Unit 100 Palo Alto, CA 94303	**AI Model Provider** High-performance model inference via Hugging Face.	**Generative AI Prompts** Processed ephemerally for quiz generation.	United States
Fireworks AI, Inc. 🔗 Trust Center 2317 Broadway Suite 150 Redwood City, CA 94063	**AI Model Provider** Fast inference platform for generative models via Hugging Face.	**Generative AI Prompts** Processed ephemerally for quiz generation.	United States
Edlink 🔗 Security Docs 1011 San Jacinto Blvd, Suite 303 Austin, TX 78701	**LMS Integration** Secure interface to sync data between school LMS and StarQuiz systems.	**Pass-Through Data** Facilitates transfer of roster/grade data. Opt-in only. Data is not stored in Edlink databases.	United States

Mixpanel, Inc. [🔗 Security & Privacy](#) One Front Street, 28th Floor San Francisco, CA 94111	**Product Analytics** Internal performance KPIs and login tracking.	**Metadata / Low Risk Data** Student/Educator login events. Does NOT contain performance data or sensitive class content.	United States
HubSpot, Inc. [🔗 Security](#) 25 First Street Cambridge, MA 02141	**Email Notifications** Triggered emails (e.g., class creation, assessment completion) via EC2 events.	**Educator Data Only** Stores teacher activity status (e.g., "created class"). Does not store sensitive student info.	United States
Intuit Inc. [🔗 Security](#) 2700 Coast Ave Mountain View, CA 94043	**Marketing Emails** Newsletters and product updates.	**Educator Data Only** Name, email, and institution.	United States
Matomo [🔗 Trust Center](#) (Self-Hosted on AWS)	**Web Analytics** Education-specific web analytics tool hosted on our own infrastructure.	**Anonymized Data** Does not gather any PII. Self-hosted.	United States

Stripe, Inc.	Payment Processing	Billing Information	United States
🔗 Security 354 Oyster Point Blvd South San Francisco, CA 94080	Handling paid plan transactions.	Payment details for Educators/Schools only.	