



LEF Ed - Master Terms of Service

Last Updated: March 13, 2026

Executive Summary (The "TL;DR")

- **The Model:** Year 1 is a fixed Implementation Fee (\$15k or \$25k). Year 2+ transitions to a simple per-student rate (PSPY).
 - **No "Gotchas":** There are no minimum floors, no loyalty tiers to track, and no growth penalties.
 - **Easy Exit:** You can cancel at any time with 30 days' notice. We don't use "save" tactics or deceptive retention loops.
 - **Reliability:** We commit to 99.9% uptime and a 4-hour critical response window.
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1. The Services

1.1 Scope: LEF Ed. provides an autonomous reasoning and diagnostic engine designed to integrate with school data systems (e.g., Clever, NWEA) to provide instructional routing and administrative insights (the "Services").

1.2 Access: Subject to payment of Fees, Company grants Customer a non-exclusive, non-transferable right to access and use the Services for internal educational purposes.

2. Subscription & Billing

2.1 Year 1 (Implementation Phase): The first twelve (12) months are billed as a flat-rate "Implementation Fee." This covers the Strategic Audit and technical data-bridge integration.

2.2 Year 2+ (Operational Phase): Starting in Month 13, the subscription transitions to a Per-Student Per-Year (PSPY) rate based on actual student enrollment.

2.3 No Minimums: You pay only for the students active in the system at the time of renewal. No hidden floors or minimums.

2.4 Payment Terms: Fees are due within thirty (30) days of the invoice date.

3. Term and Cancellation

3.1 Initial Term: One (1) year from the date of the first technical integration.

3.2 Simple Cancellation: You may cancel at any time. Notice must be provided at least thirty (30) days prior to your anniversary date to avoid renewal charges for the following cycle.

3.3 No "Save" Loops: We do not utilize deceptive retention tactics. Cancellation is processed immediately upon request.

4. Intellectual Property

4.1 Ownership: The "8-Phase Engine" and all associated diagnostic logic are the sole intellectual property of **Living Eden Frameworks LLC**.

4.2 License to Feedback: Company may use any feedback provided by Customer to improve the Services for all users.



5. Student Data & Privacy

5.1 Distinct Policy: Your use of the Services is also governed by our **Student Data Privacy Policy** and any applicable **Data Processing Agreement (DPA)**.

5.2 Compliance: LEF Ed. is designed to comply with FERPA and COPPA requirements.

6. Service Level Agreement (SLA)

6.1 Uptime Commitment: Company will use commercially reasonable efforts to ensure the Services are available **99.9%** of the time.

6.2 Support Response: Initial response within **four (4) business hours** for critical "Service-Down" issues; **one (1) business day** for general inquiries.

7. Liability & Indemnification

7.1 Mutual Indemnification: Each party shall indemnify and hold harmless the other from third-party claims arising from gross negligence or willful misconduct.

7.2 The Cap: Company's total liability is limited to the total amount of fees paid by Customer in the twelve (12) months preceding the claim.

7.3 Data Accuracy: Company is not responsible for instructional decisions made based on inaccurate data provided by the Customer's primary systems (NWEA/Clever).

8. Governing Law

8.1 Nevada Law: This Agreement is governed by the laws of the **State of Nevada**. It is structured to align with **NRS 332** procurement thresholds.

Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LIVING EDEN FRAMEWORKS LLC

Signature: _____
Name: _____
Title: _____
Date: _____

CUSTOMER (SCHOOL/DISTRICT)

Signature: _____
Name: _____
Title: _____
Date: _____