

School Subscription Agreement

Leibniz Education Pty Ltd
Review draft · 25 September 2026

1. Order details

Leibniz Education Pty Ltd (ABN 18 692 154 162), 36 Bangalla St, Warrawee NSW 2074 (**Leibniz**), and the school below (**School**).

Item	Agreed details
School	Legal entity: _____
Contact	Name and position: _____ Email: _____
Reference	Invoice reference: _____ · Invoice no.: _____
Subscription	Leibniz Pro for _____ students; teacher access included.
Access	25 September 2026 to 31 December 2027.
Price	AUD \$60 per student excluding GST , with early-confirmation discount applied (clause 4.1). Total including GST: as invoiced.
Payment	Bank transfer; due as stated on the invoice.
Renewal	Automatic annual renewal , with notice by the end of NSW Term 3 and cancellation by email before renewal (clause 4).

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- 1.1 Agreement.** This document, including the completed Order Details above, governs the School's subscription and includes the parties' data-processing agreement. It takes effect when both parties sign section 9. An invoice records amounts payable under this Agreement; it does not vary it.
- 1.2 Website terms.** For services supplied under this Agreement, its terms apply in place of Leibniz's general website Terms of Service. The public **Privacy Policy** continues to explain Leibniz's information handling. This Agreement governs the parties' contractual rights for School Data; website changes cannot reduce these protections or authorise additional processing. Applicable privacy law and individuals' rights are unaffected.
- 1.3 Scope.** This Agreement covers school-provided access. Separately purchased individual subscriptions remain governed by their own terms. Earlier pilot periods and existing executed agreements are not retrospectively amended; any replacement of an existing executed agreement must be expressly agreed in writing.

2. Service and use

- 2.1 Service.** Leibniz provides the ordered access, onboarding assistance and reasonable technical support, including personalised practice, AI-assisted grading, classroom assignments, reporting and available export features. It will exercise reasonable care and skill and maintain reasonable security. Ordinary account and class setup help, troubleshooting, and investigation of reported grading or content errors are included in the subscription fee. Support and availability follow section 3. No academic result is guaranteed, subject to clause 8.4.
- 2.2 Licences.** The subscription covers the purchased number of students, with separate user accounts and records. The School may reallocate access within that count. Additional students requested or authorised by the School may be invoiced separately at the subscription's per-student price, with the same end date, unless another price is agreed before access is added. Teachers and students are not personally responsible for the School's fees.
- 2.3 Authorised use.** The School manages authorised accounts, supplies accurate details and takes reasonable steps to secure access and address reported misuse. Users may use and share materials through the service's classroom, reporting and export functions for the School's educational purposes. Credentials must not be shared. Unlawful use, security bypass, interference, unauthorised scraping, public or commercial redistribution and academic dishonesty are prohibited.
- 2.4 Ownership.** Leibniz and its licensors retain rights in the platform and supplied materials. Students, teachers and other rights-holders retain rights in their original work. The School authorises the processing necessary to provide the agreed service; access to educational records does not transfer ownership of that work.
- 2.5 Educational oversight.** The School remains responsible for teaching, consequential assessment decisions and its official records. AI feedback may be inaccurate or biased and must not be the sole unreviewable basis for a material adverse student decision. Users may report problematic feedback using the question's bug-report button or contact Leibniz to request human review.

3. Service levels and support (SLA)

- 3.1 Response.** Email letterbox@leibniz.com.au. Leibniz will provide a human acknowledgement and begin investigation and reasonable resolution steps within **12 elapsed hours for critical issues** and **24 elapsed hours for other issues** of email receipt, including weekends and public holidays. Critical reports should describe the impact and use "Critical" in the subject; that label is not required. The critical deadline runs from receipt of information reasonably indicating critical impact, not later classification; existing deadlines are not extended. Automated receipts, missing details or supplier dependencies do not satisfy or postpone these duties. The bug-report button also accepts reports; email is the timed support channel.
- 3.2 Priority and updates.** Leibniz assesses impact reasonably, escalates critical incidents immediately on identification and prioritises higher-impact work. On identifying a critical or high incident, it promptly emails affected School contacts without waiting for a report, stating affected features, available workarounds and the next update time. Further updates go to the reporter and, for wider incidents, affected School contacts, including material changes and restoration.

Priority	Impact	Update interval while open
Critical	Widespread loss of core access, or suspected student-data loss or exposure.	At least every 24 elapsed hours.
High	A core feature blocks a class, with no reasonable workaround.	At least every 24 elapsed hours.
Routine	An isolated fault, a usable workaround or a how-to request.	At least every three business days.

Updates continue while awaiting information or a supplier. Business days are Monday to Friday, excluding NSW public holidays. Reports of harmful AI feedback are prioritised by their impact, including risks to students.

3. Service levels and support (continued)

- 3.3 Availability and repair.** Availability means authorised users can sign in, practise, submit work, receive grading and feedback, and use assignments and progress reports. A failed or materially degraded core function is an incident even if the homepage loads. Leibniz will work diligently on restoration and reasonable workarounds. No uptime percentage or fixed repair time is guaranteed; the response deadlines cover acknowledgement and starting work.
- 3.4 Maintenance.** For planned work expected to interrupt school access, Leibniz gives at least **48 hours' advance email notice**, stating the expected duration and impact, and schedules it outside teaching hours where practicable. Urgent security maintenance may proceed sooner, with notice as soon as practicable.
- 3.5 Escalation.** The School may request escalation through the same email address if a response is overdue, an issue remains unresolved or it disputes the priority. Leibniz will identify a responsible person by name, review the concern and confirm next steps within 24 elapsed hours of email receipt, or 12 for a critical issue. That person coordinates follow-through; escalation does not reset existing deadlines.
- 3.6 Incident summary and rights.** Within **five business days of restoring service after a critical or high incident**, Leibniz emails affected School contacts a summary of impact, known cause and preventive action. If investigation continues, it supplies an interim summary and completes it when findings are available. The separate data-breach deadline in clause 6.9 runs from awareness and must not await support triage. Existing remedies under clauses 5.2 and 8.4 remain.

4. Fees and renewal

- 4.1 Payment.** Payment is due by bank transfer as stated on the invoice. The initial order's \$60 rate includes the early-confirmation discount for payment received by **31 December 2026**; otherwise \$80 per student excluding GST applies and Leibniz may invoice the difference. The discount deadline does not extend the invoice due date. Prices cover the initial period only. Additional students may be invoiced under clause 2.2; no undisclosed late fee applies.
- 4.2 Renewal notice.** The subscription renews automatically for successive 12-month periods unless either party cancels by email before renewal, without a cancellation fee. By the end of **Term 3 in the calendar year before the renewal starts**, using the NSW Department of Education's published public-school term dates, Leibniz must email the School the next period, student count, price and total including GST, any changes to this Agreement or service scope, and cancellation instructions. Existing access continues to its paid end date.
- 4.3 Numbers and changes.** The current purchased student count is the starting point; the School may change it before renewal and Leibniz will confirm the total. Notified prices, scope and terms apply only to the renewed period. There is no continuing price hold. The School must keep its contact email current.
- 4.4 Limits.** Without timely notice, renewal requires express agreement; otherwise access ends at expiry. Changes to processing purposes or agreed data-protection commitments also require express agreement. Renewal does not authorise a bank debit; leaving a valid renewal invoice unpaid does not cancel it.

5. Changes, suspension and termination

- 5.1 Changes.** The agreed service and terms apply for the ordered period. Supplier-list changes follow clause 6.6. Material changes require agreement, except changes required by law or urgently necessary for security, which Leibniz will notify as soon as reasonably practicable. If such a change materially reduces paid access, the School may terminate the affected service and receive a refund for unused prepaid access.
- 5.2 Breach.** Either party may terminate for a material breach not remedied within 30 days of written notice. If the School terminates for Leibniz's unremedied breach, Leibniz will refund unused prepaid fees for the affected service. Statutory remedies remain available.
- 5.3 Suspension.** Leibniz may suspend overdue access after 14 days' written notice, except for amounts genuinely disputed in good faith while the parties work to resolve them. Undisputed amounts remain due. Urgent restrictions for unlawful activity or a security risk must be proportionate, with reasons and notice where lawful and practicable, and may be referred to Leibniz for review. Access is restored promptly once the reason for suspension is resolved.
- 5.4 End of service.** Access ends when the subscription expires or is terminated. Account deletion does not itself cancel the School's subscription. Data return and deletion follow clause 6.8. Accrued payment obligations, refunds, confidentiality, data-handling duties and liability provisions survive to the extent necessary to give them effect.

6. Data protection and school privacy

- 6.1 School Data.** School Data means personal information provided by or for the School, or generated through school-provided access, including learning records and staff administration records. Linked or pseudonymised learning records remain personal information. Section 7 identifies the processing particulars.
- 6.2 Responsibilities.** Each party remains responsible for its own obligations under applicable privacy law. The School provides lawful instructions and required notices and permissions, including parent or guardian permission where required. Users must be at least 13. Purchasing access is not individual consent. Leibniz processes educational records on the School's documented instructions to provide the service, and purchasing and billing records to administer the agreement and meet legal obligations.
- 6.3 Permitted purposes.** Processing is limited to account provisioning, educational activities, personalised practice, grading, authorised reporting, security, support, subscription administration and required legal compliance. Teacher service communications follow applicable instructions and recorded preferences, with an unsubscribe option for newsletters. Leibniz will notify the School if an instruction appears unlawful or cannot be fulfilled, or if processing is legally required, unless notification is prohibited.
- 6.4 Prohibited uses.** Leibniz does not sell School Data or use it for advertising, unrelated profiling or model training or tuning, including when anonymised or aggregated. Its AI providers must not use submitted data for training. Necessary personalised practice, grading and authorised reporting remain permitted service uses.
- 6.5 Security.** Leibniz maintains TLS 1.2+ encryption in transit, AES-256 encryption at rest, access controls separating school and user records, restricted staff access, administrative MFA requirements, logging, backups and incident response. Staff with access are bound by confidentiality. Routine development, testing and AI evaluation do not use production student submissions. Necessary onboarding, support and incident access is limited to an authorised purpose, minimum required data and controlled retention. Leibniz will assist with reasonable security and privacy-impact enquiries concerning the service.

6. Data protection and school privacy (continued)

- 6.6 Supplier changes.** The School authorises the providers and processing in section 7. Leibniz may add, replace or remove providers and update that list, including activating the planned AWS/SES migration, without a new signature. Leibniz must give reasonable advance written notice by email, identifying the change, effective date, purpose, affected data and processing countries, with a reasonable opportunity to object on data-protection grounds. For planned changes to an AI model or its hosting infrastructure or services that relocate or expand processing into another country, including changes involving an existing provider, Leibniz will give at least seven calendar days' advance written notice. A timely reasonable objection must be resolved before transferring affected School Data under the proposed change; otherwise Leibniz must retain a compliant arrangement or allow the School to end the affected service without penalty, refunding unused prepaid fees. Leibniz remains responsible for delegated obligations and must bind providers to confidentiality, security and data-protection obligations no less protective than this Agreement. This mechanism cannot reduce agreed protections or change processing purposes, residency commitments or other substantive terms; any separately required agreement or consent must still be obtained.
- 6.7 Individual rights and notices.** The School, users and authorised parents or guardians may request access, correction or deletion, or withdraw consent where processing relies on it. Leibniz verifies authority, assists the School and preserves individuals' legal rights. Any legal restriction or resulting service limitation will be explained. The School must make the relevant privacy information available to users and families; Leibniz remains responsible for its own notification duties. Necessary information that is not supplied may prevent the relevant feature from operating.
- 6.8 Return and deletion.** On expiry or termination, including permanent cessation of service, Leibniz will securely provide an export of all School Data held for the School, including attempts, submissions, feedback and progress in JSON or CSV, plus uploaded work, before deletion. The **Offboarding Date** is the effective expiry, termination or permanent cessation date, or an earlier date agreed in writing. Leibniz will notify the download deadline and delete School Data from live databases, file storage and temporary export copies within **seven calendar days** of that date, including relevant downstream services. At the School's request, the parties may agree a longer retention period in writing, specifying its purpose, deletion date and access arrangements. Otherwise, non-download does not extend retention. Earlier pilot agreements are not retrospectively amended.
- Leibniz verifies export completeness before deletion and prevents further school imports. Exports exclude credentials, other customers' data and internal security secrets. Earlier authorised return or deletion requests are handled without undue delay. Backup and limited operational retention follow clause 7.3; deletions must be reapplied before restoring service. Leibniz confirms deletion and identifies retained records, their purpose and expiry. Legal retention is limited to required records; billing does not justify retaining learning content. For planned permanent closure, Leibniz will notify the School and arrange export before closure.
- 6.9 Data breaches.** Leibniz will notify affected schools within **24 hours of becoming aware** of unauthorised access, disclosure, loss, alteration or destruction affecting School Data, including while assessing impact. It will provide available details, likely consequences, mitigation, recommended actions and a contact, with further updates as information becomes available. It will contain and investigate the incident and assist with legally required assessments and notifications. This contractual deadline is separate from statutory notification requirements.
- 6.10 Assurance.** On reasonable request, Leibniz will supply information demonstrating compliance, including relevant security summaries and provider evidence. The School may review compliance documentation itself or through a confidential independent auditor on at least 14 days' notice, once in 12 months unless a data breach has occurred. Leibniz will reasonably assist. The School bears its review costs; direct production-system access is excluded and other customers' information remains protected.
- 6.11 Privacy contact.** Requests and complaints may be sent to letterbox@leibniz.com.au or Leibniz's address in section 1. Emailed requests and complaints follow the response deadlines in clause 3.1; postal complaints are acknowledged within five business days. Leibniz provides a written response to privacy complaints within 30 days. Individuals may also complain to the [Office of the Australian Information Commissioner](#).

7. Processing particulars

- 7.1 Information and people.** School Data concerns students, staff and purchasing contacts: identity, roles, classes, enrolments, courses, submitted work, grades, feedback, progress, mastery, usage/technical metadata, support and billing. It comes from schools, users and selected sign-in services, or is generated through use. Uploads may contain additional personal information. Student phone numbers, home addresses and government identifiers are not required.

Provider or service	School processing and location
Supabase	Account, class, learning and uploaded-work storage and authentication. Primary project in Sydney, Australia .
Vercel	Hosting, API requests, delivery, website usage/performance analytics and runtime logs. Sydney functions; global edge and analytics processing.
OpenRouter and eligible inference providers	Default AI path: task-specific question, curriculum, response, uploaded-work and relevant learning context. US gateway; downstream endpoints may be overseas. Zero-retention eligibility and denial of provider data collection are required.
SCX, when agreed	Australian inference with zero retention for confirmed covered school features. Covered requests have no global-provider fallback.
Google, Microsoft or Apple, when selected	Sign-in identity and connection information. Global processing; the user's chosen provider's account arrangements also apply.
Amazon Web Services (AWS), planned	Planned infrastructure and SES email: necessary workload data, recipients, messages and delivery metadata. Sydney; onward email delivery may be overseas. Activation follows clause 6.6.
Mailgun, until email cutover	Recipient addresses, message contents and delivery metadata for transactional email and teacher service communications. US and global email delivery.

- 7.2 AI scope.** AI requests use necessary context and omit unnecessary identifiers; uploads may contain them. Australian inference requires written activation and feature confirmation; other global processing remains. School or learning-management integrations and records exchanged require agreement before use. Individual Stripe and app-store purchases are outside this order.

- 7.3 Retention.** Student learning records are retained throughout the subscription for learning history and progress reporting, subject to authorised deletion requests. Offboarding and agreed extensions follow clause 6.8. Backups expire within seven days of live deletion: **at most 14 days after offboarding under the default schedule.** Operational logs exclude student work and unnecessary identifiers.

Record	Retention or deletion arrangement
Database backups / runtime logs	Seven-day rolling daily backups / 30-day runtime logs
AI operational events / resolved or accepted alerts	90 days / 365 days, with data minimisation and restricted access
Completed storage-deletion receipts	90 days; raw user identifiers removed on completion
Temporary onboarding / support exports	After verified import, within seven days / 24 hours, with documented exceptions up to seven days
Required statutory records	Minimum legally required period; learning content is not retained merely to preserve billing records

8. Liability and general provisions

- 8.1 Confidentiality.** Each party protects the other's confidential information and uses it only to perform this Agreement. Disclosure is limited to bound staff, providers and advisers who need it, or where required by law. This obligation does not cover information lawfully public, independently developed or lawfully received without restriction. Personal information remains subject to section 6.
- 8.2 Responsibility.** Each party is responsible for reasonably foreseeable loss caused by its breach or negligence, reduced to reflect the other's contribution and reasonable steps to limit loss. No separate contractual indemnity applies.
- 8.3 Liability cap.** Each party's aggregate liability arising from this Agreement, including its data-protection obligations and regardless of the form of claim, is limited to the greater of **AUD \$10,000**, fees paid or payable for the affected subscription period, and fees paid in the 12 months preceding the event. Related claims do not create separate caps. The limit does not apply to agreed fees, refunds owed, fraud, wilful misconduct or liability that cannot lawfully be limited.
- 8.4 Statutory rights.** Nothing excludes, restricts or modifies any right, guarantee or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.
- 8.5 Disputes and notices.** NSW law applies, with non-exclusive NSW court jurisdiction subject to mandatory rights. The parties will try to resolve disputes directly for 30 days, without delaying urgent relief, regulator complaints or legal deadlines. Contract notices may be emailed to the contacts in the Order Details; Leibniz's address is **letterbox@leibniz.com.au**. A notice known not to have been delivered must be resent by another agreed means.
- 8.6 Entire agreement and changes.** This document records the parties' agreement for the ordered service, subject to clause 1.3 and non-excludable rights. The Order Details control commercial particulars; any departure from the remaining terms must identify the affected clause and be expressly agreed. The website DPA is not an additional contract for this order. Amendments require written agreement by authorised representatives, except as expressly permitted by this Agreement. Invalid provisions are severed only to the extent necessary; a delay in enforcement is not a waiver.
- 8.7 Transfer.** Neither party may assign this Agreement without the other's consent, not unreasonably withheld, except on a business transfer that preserves the other's rights and is notified to them. A transfer does not authorise new processing purposes or remove privacy obligations.
- 8.8 Events beyond control.** A party is excused from delay caused by events beyond its reasonable control while it promptly notifies the other and takes reasonable mitigation steps. Response deadlines (clauses 3.1 and 3.5), accrued fees, reasonable security and incident-response duties, and refund and statutory rights remain.

9. Acceptance

Each signatory confirms authority to bind the named party and accepts this entire Agreement, including its Order Details and data-protection terms. It may be signed electronically and in counterparts. The date of the last signature is its effective date.

For Leibniz Education Pty Ltd	For the School legal entity named in section 1
Name: _____	Name: _____
Position: _____	Position: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
