



Iterative Software Development Service Schedule

Between

MindVision Interactive Pty Ltd T/A Yuldi

(Hereinafter referred to as “MindVision”, “we”, “us” or “our”)

And

Our Customer

(Hereinafter referred to as “the Client”, “you” or “your”)

Production Date

Service Schedule: Iterative Software Development

This Service Schedule is subject to the MindVision Master Services Agreement (the "MSA") and defines the terms for iterative software development and related services.

Services under this Service Schedule will be provisioned pursuant to one or more **Service Orders**.

1. Introduction & Governance

1.1. Purpose:

This Service Schedule provides the commercial and operational terms for the development of custom software (the "Software"), and for the ongoing maintenance and support of that Software.

1.2. Scope:

The specific scope of work, deliverables, and any project-specific details will be defined in "Reference Documents" (such as a proposal or specification), which will be attached to and governed by a **Service Order**. A "Scheduled Start Date" must be defined in the Service Order.

1.3. Precedence:

In the event of any conflict, the order of precedence shall be: the **Service Order**, this **Service Schedule**, then the **MSA**.

2. Development Methodology & IP

2.1. Acceptance Process (UAT)

- 2.1.1. MindVision will deliver the Software (or a component thereof) for User Acceptance Testing (UAT) by notifying the Client that it is available for review.
- 2.1.2. The Client will have a ten (10) Business Day "UAT Period" (or as otherwise defined in the Service Order) to test the Software.
- 2.1.3. **Acceptance:**
The Software will be deemed **Accepted** by the Client at the **earliest** of the following events:
 - 2.1.3.1. The Client provides written confirmation of acceptance (e.g., email);
 - 2.1.3.2. The UAT Period expires without the Client providing a written list of non-conformances; or
 - 2.1.3.3. The Client uses the Software in a live, "go-live", or production environment for any purpose other than testing ("Deemed Acceptance by Performance").
- 2.1.4. If the Client provides a written list of valid non-conformances during the UAT Period, MindVision will classify them. A "Material Non-conformance" is a failure of the Software to *substantially* meet the functional requirements defined in the Reference Documents, or any collection of non-conformances that, in aggregate, materially impact the Productive Use of the Software.
- 2.1.5. MindVision will, at its own cost, correct any validly reported Material Non-conformance and redeliver the Software for a new UAT Period. Non-material non-conformances will be addressed at MindVision's discretion or scheduled as new (chargeable) T&M work.

2.2. Intellectual Property Framework

This section supplements the IP clauses of the MSA by defining the IP categories for this Service.

2.2.1. **MindVision Retained IP (Background IP):**

This is all IP owned or licensed by MindVision independent of this Service Schedule, including all methodologies, tools, pre-existing code, libraries, and frameworks used to create the Software.

2.2.2. **Client IP (Pre-Existing IP):**

This is all IP owned by the Client independent of this Service Schedule, including any data, logos, content, or pre-existing code provided by the Client.

2.2.3. **Project-Specific IP (Foreground IP):**

This is the new, bespoke source code created by MindVision *exclusively* for the Client as part of this project, as defined in the Reference Documents.

2.2.3.1. Subject to the MSA and **Section 2.2.4** below, MindVision assigns all rights, title, and interest in the Project-Specific IP to the Client.

2.2.3.2. To secure payment for the Services, the Client grants MindVision a security interest (under the PPSA) in the Project-Specific IP and all related rights until all invoices for the creation of that IP are paid in full.

2.2.4. **Client Licence-Back (Contribution Licence):**

In consideration of the Client's access to and use of the MindVision Retained IP, the Client grants MindVision a perpetual, irrevocable, non-exclusive, royalty-free, worldwide licence to use, modify, and create derivative works of any **Reusable Components** of the Project-Specific IP.

2.2.4.1. **"Reusable Component"** means any part of the Project-Specific IP that is generic, does not contain any Client IP or Client Confidential Information, and is not specific to the Client's unique business logic.

2.2.4.2. This licence allows MindVision to "pay forward" these components by incorporating them into the MindVision Retained IP for use on other projects.

2.2.5. Licence to MindVision Retained IP:

In consideration of the Fees, MindVision grants the Client a perpetual, non-exclusive, royalty-free, non-transferable licence to use the MindVision Retained IP, *only* as it is embedded within or necessary for the operation of the Project-Specific IP, for the Client's internal business purposes.

3. Included Warranties**3.1. Base Warranty (Fixed Quote Work):**

- 3.1.1. MindVision provides a 3-month "Base Warranty Period" for any Software delivered under a Fixed Quote (FP) charging model (per 5.2.3). This period commences from the date of Acceptance.
- 3.1.2. During this Base Warranty Period, MindVision will correct (at its own cost) any Material Non-conformance in the Software.
- 3.1.3. This warranty is void if the non-conformance is caused by other parts of the application, by a Client-instructed change, or by any party other than MindVision, unless such change was part of the warranted scope.

3.2. T&M Warranty (Due Skill & Care):

- 3.2.1. For all T&M work (per 5.2.1 and 5.2.2), MindVision warrants that its services will be performed with due skill and care.
- 3.2.2. If the Client reports a defect in T&M work *caused by a lack of due skill and care*, MindVision will, at its own cost, investigate and (if validated) correct the defect, provided it is reported within 3 months from the *completion* of the specific T&M task.

4. Optional Maintenance & Support Services

Where specified in a Service Order, MindVision will provide the following Maintenance & Support Services for a monthly fee

4.1. **Service Inclusions:**

A monthly Maintenance Fee covers the following:

4.1.1. **Service Desk:**

Access to the MindVision Service Desk for logging support tickets.

4.1.2. **Proactive Maintenance:**

Application of routine software updates and security patches to the Software's underlying third-party components.

4.1.3. **Reactive Maintenance:**

Investigation and correction (bug-fixing) of any Material Non-conformance in the Software *outside* of the Base Warranty Period.

4.1.4. **Security Updates:**

Application of critical security patches.

4.2. **Service Levels (SLAs):**

"Response Time" is the time to acknowledge and begin triage.

Priority	Definition (Impact on Productive Use)	Response Time
P1	Critical: Software is completely unavailable.	4 Business Hours
P2	High: A core function is unavailable; no workaround.	8 Business Hours
P3	Low: Minor function impaired; workaround exists.	2 Business Days

4.3. **Stale Ticket Policy:**

If a support ticket is awaiting a Client response for more than ten (10) Business Days, MindVision reserves the right to close the ticket. When the Client provides the required response, a new ticket will be created and will re-enter the support queue.

4.4. Service Level Credits:

- 4.4.1. If MindVision fails to meet a P1 or P2 Response Time, the Client will be entitled to a Service Credit, as defined in the Service Order.
- 4.4.2. This Service Credit is the Client's sole and exclusive remedy for such specific failure, but does not prejudice the Client's rights under the MSA for any material, fundamental, or persistent breach of MindVision's obligations.

4.5. Maintenance Term:

- 4.5.1. Maintenance Services are provided for an "Initial Maintenance Term" (e.g., 12, 24, or 36 months), as specified in the Service Order.
- 4.5.2. Upon expiry, the Maintenance Term will auto-renew for successive Renewal Terms (e.g., 12 months) as specified in the SO, unless either party gives at least 30 days' written notice of non-renewal.

4.6. Termination for Adverse Change:

If MindVision makes a material, adverse, and permanent modification to the Maintenance Services, it will provide at least sixty (60) days' notice. If the Client does not agree, the Client may terminate the Maintenance Services by written notice, effective as of the date of the change, without incurring any Early Termination Fee.

4.7. Technology Lifecycle & Deprecation:

MindVision reserves the right to deprecate support for older versions of third-party platforms or technologies. MindVision will provide at least six (6) months' written notice of any such deprecation and may (at its discretion) provide a quote (as T&M) to migrate the Software to a supported technology.

4.8. Maintenance Exclusions:

The Maintenance Fee does not cover, and MindVision is not responsible for, any fault, outage, or non-conformance arising from:

- 4.8.1. Any act or omission by the Client, or any use of the Software in breach of the MSA.
- 4.8.2. Any fault in the Client's own systems, third-party services, or hosting environment.
- 4.8.3. Any remediation, rework, or code-level changes to the Project-Specific IP required as a result of a mandatory security patch or update applied by MindVision (e.g., if a patch to a library breaks the Client's code). Such remediation will be chargeable T&M work.

5. Fees and Charges**5.1. Rates:**

The specific rates for T&M work ("Standard Rates") will be defined in the Service Order.

5.2. Charging Models:

All work will be performed under one of three models, as specified in the Service Order:

5.2.1. Estimated Projects (T&M):

MindVision will provide a non-binding "Estimate" for a project. MindVision will invoice for actual hours worked. MindVision will notify the Client and cease work if it anticipates the total T&M charges will exceed the Estimate by more than the "Estimate Overrun Cap" (default 15%), and will only resume upon the Client's written approval.

5.2.2. Ad-Hoc & Charge-Up Tasks (T&M):

For small or undefined tasks, all work will be charged at the Standard Rates based on actual hours worked.

5.2.3. Fixed Quote (FP):

MindVision will provide a "Fixed Quote Price" for a defined scope of work. This price is fixed, subject to the scope remaining unchanged.

5.3. Fixed Quote Payment Schedule:

For Fixed Quote (FP) work, the Client will be invoiced according to a payment schedule (defined in the Service Order), which may include:

- 5.3.1. A Deposit, invoiced on acceptance of the Service Order.
- 5.3.2. One or more Progress Payments, invoiced twice-monthly (or on a defined schedule) based on work performed, *not* tied to acceptance.
- 5.3.3. An Acceptance Payment, invoiced upon Acceptance of the Software.

5.4. General Invoicing:

Unless otherwise specified in a Service Order, all T&M work will be invoiced twice-monthly.

5.5. Maintenance Fees:**5.5.1. Invoicing:**

The Monthly Maintenance Fee (defined in the Service Order) is invoiced monthly, in advance.

5.5.2. Price Escalation:

The Monthly Maintenance Fee is fixed for the Initial Maintenance Term. MindVision may increase the fee (capped at 5% or CPI) on each anniversary of the term, with at least 90 days' notice.

5.5.3. Early Termination Fee (ETF):

If the Client terminates the Maintenance Services for convenience prior to the expiry of the then-current term, the Client must pay an ETF equal to the remaining Monthly Maintenance Fees for that term. This ETF is waived if the Client terminates under Section 4.5 (Adverse Change).

5.6. Expenses:

MindVision will invoice for all pre-approved, third-party pass-through costs (e.g., software licences, hosting) incurred on the Client's behalf. These will be clearly listed in the Service Order.

6. Project Resourcing, Suspension & Termination

6.1. This section governs the resourcing and termination of *Development Projects* (work performed under 5.2) and is separate from the Maintenance Services terms in 5.5

6.2. **Project Team Allocation:**

MindVision allocates project teams based on the scope and the "Scheduled Start Date" in the Service Order. Client requests to "slow down" or "speed up" a project (i.e., change the team's weekly burn rate) are not permitted unless a new Service Order is executed.

6.3. **Client-Requested Suspension ("Pause"):**

If the Client requests to pause or suspend a Development Project, the Client must choose one of the following options:

6.3.1. **Pay to Reserve:**

The Client pays a weekly "Standby Fee" (to be specified in the Service Order, e.g., 30% of the standard weekly project cost) to keep the project team allocated and on hold. Work can resume on five (5) Business Days' notice.

6.3.2. **Terminate:**

The Client terminates the Service Order for convenience and pays the ETF as defined in Section 6.4. MindVision will disband the project team, and any resumption of work will require a new Service Order and be subject to new team availability.

6.3.3. **Client-Caused Delay ("Delayed Start"):**

If a Client fails to provide the necessary access, information, or approvals to allow MindVision to commence work on the "Scheduled Start Date", MindVision reserves the right, after five (5) Business Days, to:

6.3.3.1. Begin invoicing the Standby Fee (as per 6.3.1); or

6.3.3.2. Terminate the Service Order, with the Deposit (per 5.3.1) being non-refundable.

6.3.4. Early Termination Fee (Development Project):

If the Client terminates a Development Project (under 5.2.1 or 5.2.3) for convenience prior to completion, the Client must pay an ETF, calculated as:

6.3.4.1. For Fixed Quote (FP) projects:

An amount equal to **60%** of the *unpaid remainder* of the Fixed Quote Price.

6.3.4.2. For Estimated Projects (T&M):

An amount equal to **20%** of the *remaining, unbilled value* of the non-binding Estimate.

6.3.4.3. The Client acknowledges this ETF is a genuine pre-estimate of MindVision's loss (including lost margin, overheads, and the cost of re-allocating the project team) and is not a penalty.**7. Transition Assistance**

7.1. Upon termination, MindVision will provide all reasonable assistance to the Client to transition the Software to an alternative provider, including providing a copy of the Project-Specific IP and Client IP.

7.2. This transition assistance will be charged at MindVision's standard T&M rates.

7.3. However, this transition assistance will be provided at cost (i.e., at a 0% margin) if this Service Schedule (or the Maintenance Services) is terminated by the Client as a result of:

7.3.1. MindVision's uncured material breach (in accordance with the MSA); or

7.3.2. Section 4.6 (Termination for Adverse Change);

Executed by the parties as an Agreement:

OPTION A: For a Client with two officers (Director/Secretary)

EXECUTED by **Our Customer** (ACN/ABN Customer - ABN) in accordance with section 127(1) of the *Corporations Act 2001*:

Signature of Director

Print Full Name

Date

Signature of Director/Company Secretary (*delete title which does not apply*)

Print Full Name

Date

OPTION B: For a Client with a Sole Director/Secretary

EXECUTED by **Our Customer** (ACN/ABN Customer - ABN) in accordance with section 127(1) of the *Corporations Act 2001*:

Signature of Sole Director and Sole Company Secretary

Print Full Name

Date

OPTION C: For a Client that is an Individual (or an individual trustee of a trust)

SIGNED by **Our Customer** (ABN Customer - ABN) (as an individual) or by the Trustee for the Our Customer (as a trust):

Signature of Client

Print Full Name

Date

SIGNED for and on behalf of **MindVision Interactive Pty Ltd T/A Yuldi** (ACN/ABN 41 069 216 075) by its authorised person:

Signature of Authorised Person

Print Full Name

Print Title/Position

Date