



Yuldi Services Lifecycle Management 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: Lifecycle

This Service Schedule is subject to the MindVision Master Services Agreement (the "MSA") and defines the terms for the Yuldi Lifecycle Management service.

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

1. Introduction & Governance

1.1. Purpose:

The objective of this service is to provide the Client with **predictable, ongoing development costs** while ensuring their software application is **continuously developed, improved, and evolved**. It achieves this by providing a flexible, recurring entitlement of development value ("Yuldi Points") that eliminates the variability of Time & Materials billing for routine enhancements.

1.2. Prerequisite Service:

This service is designed to run in conjunction with standard software maintenance. It is a condition of this Service Schedule that the Client must have, and maintain for the Term, an active subscription to **Maintenance & Support Services** under a **Software Development Service Schedule** with MindVision.

1.3. Precedence:

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

1.4. Definitions:

1.4.1. **"Yuldi Point"**: The unit of value for this service, used to quantify the agreed scope of a task.

1.4.2. **"Monthly Entitlement"**: The number of Yuldi Points credited to the Client's account each billing cycle, as specified in the Service Order.

1.4.3. **"Points Bank"**: The Client's current balance of available Yuldi Points, including any rolled-over points.

1.4.4. **"Fixed Point Quote"**: A binding quote from MindVision to complete a specific task for a fixed number of Yuldi Points.

1.4.5. **"Billing Anniversary"**: The day of the month on which the Client's subscription cycle commences (e.g., the 15th of each month), as defined by the Service Start Date.

2. The Points System

2.1. Monthly Entitlement & Banking

2.1.1. **Credit:**

On the Billing Anniversary of each month during the Term, MindVision will credit the Client's Points Bank with the Monthly Entitlement, subject to the Client being up-to-date with all payments.

2.1.2. **Rollover (The "Bank"):**

Unused Yuldi Points will roll over and remain valid for the "Bank Rollover Period" specified in the Service Order. If no period is selected, the default is three (3) billing cycles.

2.1.3. **Expiry (FIFO):**

Points are consumed on a "First-In, First-Out" (FIFO) basis. Any points that remain unused after the Bank Rollover Period will automatically expire and be removed from the Client's Points Bank. Expired points are forfeited and have no cash value.

2.2. Overdraft (Borrowing)

2.2.1. To facilitate larger tasks, the Client may "borrow" points from future months, creating a negative balance in their Points Bank ("Overdraft").

2.2.2. The maximum permitted Overdraft is the "Overdraft Limit" specified in the Service Order. If no limit is specified, the default is three (3) times the Client's Monthly Entitlement.

2.2.3. If the Client's Service Order is terminated while their Points Bank is in Overdraft (negative), the value of the negative points will become immediately due and payable at MindVision's standard rates.

3. Service Delivery (Fixed Point Quotes)

3.1. No T&M Billing:

All work under this Service Schedule is performed on a Fixed Quote basis, using Yuldi Points as the currency. MindVision does not perform Time & Materials (T&M) work under this schedule.

3.2. Quoting Process:

When the Client requests work, MindVision will provide a Fixed Point Quote (e.g., "This task will cost 60 Points").

3.3. Acceptance:

The Client must approve the Fixed Point Quote before work commences. Once approved, the Points are deducted from the Client's Points Bank (or added to their Overdraft).

3.4. Scope Risk:

MindVision accepts the risk of any overruns. If a task takes longer than estimated, the Point cost to the Client remains fixed.

3.5. Insufficient Points:

If a requested task exceeds the Client's available Points Bank (including their permitted Overdraft), MindVision may, at its discretion:

3.5.1. Decline the task until sufficient points have accrued; or

3.5.2. Offer to complete the task as a separate cash-based Fixed Quote engagement under a new Service Order.

3.6. Exclusions:

Yuldi Points may only be used for standard development tasks to incrementally improve the project. They may not be used for third-party costs (e.g., hosting fees, licence fees) or major project work deemed by MindVision to be outside the scope of Lifecycle Management.

3.7. Urgent (Priority 1) Work:

If the Client requests that a task be treated as 'Urgent' (P1), MindVision may, at its discretion, provide a Fixed Point Quote that includes a 1.5x multiplier on the standard Point cost. The Client must approve this higher quote before work commences.

4. Fees & Term

4.1. **Monthly Fee:**

The Client must pay the recurring Monthly Fee specified in the Service Order.

4.2. **Price Lock (Initial Term):**

The Monthly Fee is fixed for the duration of the Initial Term.

4.3. **Term & Renewal:**

4.3.1. **Initial Term:**

This service is provided for the Initial Term specified in the Service Order.

4.3.2. **Auto-Renewal:**

Upon expiry, the Term will automatically renew for successive periods of the same length (each a "Renewal Term") unless either party provides written notice of non-renewal at least three (3) months (90 days) before the end of the then-current term.

4.3.3. **Renewal Pricing:**

MindVision may increase the Monthly Fee at the start of any Renewal Term, provided it gives the Client at least three (3) months (90 days) written notice before the renewal date.

4.3.4. **No Cash Value:**

Yuldi Points have no cash value and can be exchanged for a refund or credit, except as expressly provided in this Agreement.

4.3.5. **Suspension for Non-Payment:**

If any invoice for the Monthly Fee (or any other Services under the MSA) is overdue:

4.3.5.1. The Client's right to use any accrued points in their Points Bank or access their Overdraft is immediately suspended.

4.3.5.2. MindVision will cease all work until the account is brought up to date.

4.3.5.3. For the avoidance of doubt, points in the Points Bank will continue to expire (per Section 2.1.c) during any period of suspension.

5. Termination

5.1. For Convenience:

If the Client terminates for convenience during a Term, they forfeit all accrued points in their Points Bank. Any Overdraft balance becomes due and payable immediately.

5.2. Early Termination Fee (ETF):

If the Client terminates for convenience before the expiry of the then-current Term, the Client must pay an ETF equal to 60% of the remaining Monthly Fees for that term. This ETF is a genuine pre-estimate of MindVision's loss (including lost margin and overheads) and not a penalty.

5.3. For MindVision Breach:

If the Client terminates this Service Schedule due to MindVision's uncured material breach of this Service Schedule or the MSA (in accordance with the MSA's termination provisions), MindVision will refund the pro-rata cash value of any unexpired points remaining in the Client's Points Bank, and no ETF will apply.

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