



Service Schedule Yuldi Cloud

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: Yuldi Cloud Hosting

This Service Schedule is subject to the MindVision Master Services Agreement (the "MSA") and defines the terms for the Yuldi Cloud hosting platform and related services.

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

1. Introduction & Term

1.1. Purpose:

This Service Schedule provides the commercial and operational terms for the "Yuldi Cloud" platform, a cloud environment specifically designed for hosting applications built with the Yuldi platform, and the optional "Yuldi Guardian" managed service add-on.

1.2. Governance:

All Services provided under this Service Schedule are governed by the MSA. All legal terms, including but not limited to warranties, intellectual property, liability, and data privacy, are exclusively defined in the MSA.

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. Term:

1.4.1. Initial Term:

The Services will be provided for an "Initial Term" (e.g., 12, 24, or 36 months), as specified in the Service Order. The Term commences on the "Service Start Date" defined in the Service Order.

1.4.2. Renewal Term:

Upon expiry of the Initial Term, this Service Schedule will automatically renew for successive "Renewal Terms" (e.g., 12 months) as specified in the Service Order, unless either party provides the other with at least **thirty (30)** days' written notice of non-renewal prior to the end of the then-current term.

1.5. Termination for Adverse Change:

If MindVision makes a material, adverse, and permanent modification to the core functionality of the Services or the Acceptable Use Policy (AUP), it will provide the Client with at least sixty (60) days' prior written notice. If the Client does not agree to the modification, the Client may terminate this Service Schedule by providing written notice within thirty (30) days of MindVision's notice, and such termination will be effective as of the date the modification is implemented, without the Client incurring any Early Termination Fee.

1.6. **Service Evolution:**

MindVision reserves the right to deprecate older versions of the Yuldi Cloud platform or its toolchain. MindVision will provide the Client with at least six (6) months' written notice of any such deprecation, and will use reasonable endeavours to assist the Client in migrating to a current, supported version of the platform (which may be subject to T&M fees).

2. **Service Tiers**

MindVision provides two distinct service tiers, which will be specified in the Service Order.

2.1. **Yuldi Cloud (Standard)**

This is an unmanaged service tier that provides the core hosting framework for Yuldi applications.

2.1.1. **Service Inclusions:**

- Provisioning of a secure, multi-tenanted cloud hosting environment.
- Standard platform-level monitoring for infrastructure availability and uptime.
- Access to a Client support portal for billing enquiries and platform-level fault reporting.

2.1.2. Client-requested data restoration from platform backups is not included.

2.2. **Yuldi Guardian (Managed Add-on)**

This is a premium, managed service tier for Clients who require proactive management of their Yuldi application environment.

2.2.1. **Service Inclusions:**

- All features included in the **Yuldi Cloud (Standard)** tier.
- **Proactive Management:**
Proactive application of all necessary updates, security patches, and new versions of the underlying Yuldi toolchain to the Client's application instance.
- **Enhanced Monitoring:**
Application-level performance and availability monitoring, in

addition to standard platform monitoring.

- **Prioritised Support:**
Access to prioritised support channels in accordance with the Service Levels in Section 3.
- **Client-Requested Restoration:**
Access to granular, point-in-time data restoration from daily platform backups (subject to reasonable use).

2.3. Intellectual Property Clarification

For clarity and subject to the IP terms of the MSA:

2.3.1. **MindVision Retained IP:**

The Yuldi Cloud platform, its underlying code, infrastructure, and all associated tools are MindVision Retained IP, owned exclusively by MindVision.

2.3.2. **Client IP:**

All application code, data, content, and other materials uploaded to the Yuldi Cloud platform by the Client remains Client IP, owned exclusively by the Client.

2.3.3. **Client Licence to MindVision:**

To enable MindVision to provide the Services, the Client grants MindVision a limited, non-exclusive, royalty-free licence to host, run, copy, transmit, and otherwise use the Client IP, solely for the purpose of operating the Yuldi Cloud platform and performing its obligations under this Service Schedule (such as performing backups).

2.3.4. **Right to Monitor and Remove:**

MindVision does not monitor Client IP. However, if MindVision becomes aware that any Client IP may violate the Acceptable Use Policy (AUP) or applicable law, it will promptly notify the Client in writing. The Client will have twenty-four (24) hours to remedy the violation. If the Client fails to remedy the violation, MindVision reserves the right to suspend access to or remove the relevant Client IP. This notice period will not apply if the Client IP, in MindVision's reasonable opinion, poses an immediate and material threat to the security or integrity of the platform or is manifestly illegal.

2.3.5. **Backups & Restoration:**

Client acknowledges that all backups performed by MindVision are primarily for MindVision's platform-wide disaster recovery. A granular, point-in-time data restoration service for Client IP is **not** provided, *except* where explicitly included as a feature of the **Yuldi**

Guardian service tier (as defined in Section 2.2). Any other request for such a restoration, if possible, will be treated as a new, chargeable T&M service.

3. Service Levels (SLAs)

3.1. Platform Uptime:

MindVision will meet a 99.9% Monthly Uptime target for the core Yuldi Cloud platform. This is measured monthly and excludes any outages listed in Section 4.

3.2. Support Response Times:

"Response Time" is the time taken to acknowledge a validly submitted support ticket and begin triage.

Priority	Definition	Yuldi Cloud (Standard)	Yuldi Guardian
P1	Critical: Platform is "down" or a core function is unavailable, impacting all users.	8 Business Hours	1 Hour (24/7)
P2	High: A major feature is unavailable or severely degraded. No workaround exists.	8 Business Hours	2 Business Hours
P3	Low: Minor feature impairment, cosmetic issue, or a query. A workaround exists.	2 Business Days	4 Business Hours

3.3. Service Level Credits:

If MindVision fails to meet the Platform Uptime target in a given month, the Client's sole and exclusive remedy for such specific failure will be a Service Credit. The specific calculation for this Service Credit will be detailed in the Service Order. For the avoidance of doubt, this clause does not prejudice the Client's rights under the MSA in respect of any material, fundamental, or persistent breach of MindVision's obligations under this Service Schedule.

4. Service Exclusions

The Services (and any associated SLAs) do not cover, and MindVision is not responsible for, any fault, outage, or performance degradation arising from:

- 4.1. Scheduled Maintenance or Emergency Maintenance (as defined in the MSA).
- 4.2. Faults, bugs, or defects within the Client's own application code, content, or data.
- 4.3. Faults arising from any "Client-Mandated Tools," "Compulsory Platforms" (as defined in the MSA), or any third-party service integrated by the Client.
- 4.4. The Client's failure to follow MindVision's reasonable directions or implement required updates (applicable to Yuldi Cloud Standard clients).
- 4.5. Any act or omission by the Client, its personnel, or its users that breaches the Acceptable Use Policy (AUP).
- 4.6. Any remediation, rework, or code-level changes to the Client IP required as a result of a mandatory update or patch applied by MindVision as part of the Yuldi Guardian service.

5. Client Responsibilities

The Client agrees to:

- 5.1. Adhere to the MindVision "Acceptable Use Policy" (AUP), as updated from time to time. The AUP is available on the Yuldi website and on request.
- 5.2. Be solely responsible for the security, confidentiality, and management of all user accounts, credentials, and access permissions for its personnel.
- 5.3. Promptly pay all invoices in accordance with the payment terms specified in the MSA.
- 5.4. **For Yuldi Cloud (Standard) clients only:**
Be solely responsible for testing, applying, and managing all Yuldi toolchain updates and patches for their application code. MindVision is not responsible for any security vulnerability or incompatibility that arises from the Client's failure to do so.
- 5.5. The Client agrees not to use the Services in any manner that could, in MindVision's reasonable opinion, compromise the stability, security, or performance of the Yuldi Cloud platform for other clients. MindVision reserves the right to immediately throttle or suspend any process or application that is causing platform degradation, and will notify the Client as soon as practicable.

6. Fees and Charges

- 6.1. **Billing Model:**
 - 6.1.1. **Yuldi Cloud (Standard):**
Fees are calculated monthly based on the Client's actual resource consumption (e.g., compute, storage, data transfer), which are

defined in **Service Tiers** in the Service Order.

6.1.2. MindVision may monitor the Client's resource consumption and, if it identifies the Client is approaching their resource limits, will use reasonable endeavours to notify the Client with a recommendation to upgrade to a higher Service Tier.

6.1.3. If the Client's consumption exceeds the resource allocations for their selected Service Tier, MindVision reserves the right (at its sole discretion) to either:

- Automatically charge the Client for the excess consumption at the "Overage Rates" specified in the Service Order; or
- Throttle the Client's resource consumption, which may impact application performance (and for which MindVision is not liable), until the Client upgrades their Service Tier.

6.1.4. **Yuldi Guardian (Managed Add-on):**
Fees are a fixed, recurring monthly fee, charged in advance.

6.1.5. **Downgrades:**
The Client may downgrade their Service Tier at any time, with such change taking effect from the commencement of the next billing cycle. However, at no time during the Term may the Client's total monthly recurring fee be downgraded to an amount less than the "Minimum Monthly Commitment" specified in the Service Order.

6.2. **Service Order:**
All specific rates, fees, resource consumption pricing, and any "Minimum Monthly Commitment" will be detailed in the **Service Order**.

6.3. **Price Escalation & Guarantee:**

6.3.1. **Price Guarantee (Yuldi Cloud):**
The Service Tier rates and Overage Rates for the Yuldi Cloud service will be fixed for the duration of the Initial Term.

6.3.2. **Price Escalation (Yuldi Guardian):**
MindVision will provide the Client with at least ninety (90) days' written notice of any increase to the Yuldi Guardian fee, which will take effect on the anniversary of the Service Start Date. Such an increase will not exceed the "Annual Escalation Percentage" specified in the Service Order. If no percentage is specified, the fee is fixed for the Term.

6.4. **Early Termination Fee (ETF)**

6.4.1. If the Client terminates this Service Schedule for convenience (as permitted by the MSA) at any time prior to the expiry of the

then-current Term, the Client must pay an Early Termination Fee. This ETF will not apply if the Client terminates under **Section 1.5 (Termination for Adverse Change)**.

6.4.2. The Early Termination Fee will be an amount equal to:

- The fixed monthly fee for Yuldi Guardian (as escalated);

Plus

- The "Minimum Monthly Commitment" for Yuldi Cloud (as defined in the Service Order) or, if no such commitment is defined, the average monthly fee for Yuldi Cloud charged in the six (6) months preceding the termination date;

multiplied by

- The number of months remaining in the then-current Term.

6.4.3. The Client acknowledges that this ETF is not a penalty, but a genuine pre-estimate of MindVision's loss arising from the early termination. This fee is payable as a final, liquidated sum within thirty (30) days of the effective date of termination.

7. Transition Assistance

7.1. Provision of Client IP:

Upon the Client's written request following termination of this Service Schedule, MindVision will provide the Client with a copy of their Client IP (as defined in Section 2.3.1). For the avoidance of doubt, this provision of Client IP **expressly excludes** all MindVision Retained IP (as defined in Section 2.3.1), including but not limited to the Yuldi platform, toolchain, and any shared libraries.

7.2. Optional Self-Hosted Licence:

The Client acknowledges that the Client IP is operationally dependent on MindVision Retained IP (the Yuldi toolchain and shared libraries). Following termination, the Client may **optionally** purchase a perpetual, non-exclusive, self-hosted licence to use this MindVision Retained IP, solely in conjunction with its own Client IP, for a one-time "Self-Hosted Licence Fee". This fee will be specified in the Service Order.

7.3. Fee Waiver:

The Self-Hosted Licence Fee specified in Section 8.b will be waived if this Service Schedule 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 1.e (Termination for Adverse Change).

7.4. Transition Services:

At the Client's request, MindVision will provide reasonable transition assistance to help the Client migrate their data to an alternative provider.

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

7.4.2. However, if this Service Schedule is terminated by the Client for MindVision's uncured material breach (as defined in the MSA) or under Section 1.e, this transition assistance will be provided at cost.

OPTION A: For a Customer 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 Customer 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

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