

DEVELOPMENT AND IMPLEMENTATION TERMS & CONDITIONS

1. INTRODUCTION

These Terms and Conditions ("**Terms**") govern the provision of Development Services, Implementation Services, and Ongoing Support and Maintenance Services by Visionflex Pty Ltd ABN 58 600 815 021 of Unit 1, 8 Prosperity Parade, Warriewood, New South Wales, 2102, Australia ("**Visionflex**") to the customer named in the corresponding quotation issued by Visionflex ("**Customer**").

By accepting a Quotation or making payment under it, the Customer agrees to be bound by these Terms. If there is any inconsistency between the Quotation and these Terms, the terms of the Quotation will prevail to the extent of the inconsistency.

2. DEFINITIONS

In these Terms:

Business Day means a day on which banks are open for business in New South Wales, excluding weekends and public holidays.

Change Request means a written request to alter the scope, timeline, or costs of the Services.

Confidential Information means any information disclosed by a party to the other that is marked as confidential or would reasonably be considered confidential.

Customer means the party named in the Quotation.

Deliverables means all software, documentation, outputs, reports, and other materials provided under the Services.

Fees means the charges payable by the Customer as set out in the Quotation.

Fixed Fee means a total lump sum fee specified in the Quotation for a defined scope of Services.

Hourly Rate means the rate per hour specified in the Quotation for time-based services.

Implementation Services means the configuration, deployment, and integration of Deliverables.

Intellectual Property Rights means all intellectual and industrial property rights including patents, trademarks, copyright, trade secrets, and know-how.

Quotation means a quotation issued by Visionflex outlining the scope of work, pricing model, Fees, and other applicable terms.

Services means development, implementation, support, and maintenance services described in the Quotation.

Service Levels means agreed performance criteria for support and maintenance services.

Support Services means the ongoing maintenance and technical support provided in relation to the Deliverables.

3. SCOPE OF SERVICES

- 3.1 Visionflex will provide the Services as specified in the Quotation, which may include services on a fixed fee basis, hourly rate basis, or a combination of both.
- 3.2 Services may include, but are not limited to: (a) software development; (b) integration; (c) installation and configuration; (d) user training; (e) support desk access; (f) updates and patches; (g) system health monitoring; and (h) testing.
- 3.3 Additional services not expressly set out in the Quotation will be subject to a separate written agreement or approved Change Request and may incur additional Fees.

4. CHANGE MANAGEMENT

- 4.1 The Customer may request a change to the Services by submitting a Change Request.
- 4.2 Visionflex will assess the Change Request and provide the Customer with an impact analysis, including revised costs, timeframe, and resource implications.
- 4.3 Changes must be approved in writing by both parties prior to implementation and documented through a Change Order.
- 4.4 Visionflex is not required to commence any changed or additional services until a Change Order is executed.

5. CUSTOMER OBLIGATIONS

- 5.1 The Customer agrees to:
 - (a) provide Visionflex with timely access to information, personnel, systems, and infrastructure necessary to perform the Services;
 - (b) allocate appropriate and qualified staff to liaise with Visionflex;
 - (c) respond promptly to Visionflex requests for feedback, approvals, and decisions;
 - (d) notify Visionflex in advance of any scheduled downtime or security policies that may affect Services;
 - (e) maintain any Customer-provided hardware or third-party software required for the Services; and
 - (f) ensure that its use of the Deliverables complies with all applicable laws and regulations.

6. FEES AND PAYMENT

- 6.1 The Customer must pay the Fees set out in the Quotation within 14 days of the date of invoice unless otherwise agreed in writing.
- 6.2 If the Quotation specifies:

- (a) **Fixed Fee**, Visionflex will invoice according to the milestones or schedule set out in the Quotation;
- (b) **Hourly Rate**, Visionflex will invoice based on the actual hours worked and will provide timesheets or summaries upon request;
- (c) a combination of Fixed Fee and Hourly Rate, each component will be invoiced as applicable.

- 6.3 All Fees are exclusive of GST unless stated otherwise. The Customer must pay any applicable GST.
- 6.4 If the Customer disputes an invoice, it must notify Visionflex within 7 days of receipt, identifying the disputed amount and reason. Undisputed amounts remain payable.
- 6.5 Late payments will accrue interest at a rate of 1.5% per month, calculated daily.
- 6.6 Visionflex may suspend the Services until any overdue amount is paid.

7. DELIVERABLES AND ACCEPTANCE

- 7.1 Visionflex will deliver the Deliverables in accordance with the specifications outlined in the Quotation or agreed Change Order.
- 7.2 The Customer will review and test the Deliverables within 10 Business Days of delivery. If no issues are notified within this period, the Deliverables will be deemed accepted.
- 7.3 If the Customer identifies a non-conformity, Visionflex will use reasonable efforts to rectify the issue within a reasonable time.

8. SUPPORT AND MAINTENANCE

- 8.1 Visionflex will provide Support Services as described in the Quotation or any agreed Service Level Agreement (SLA), which may include: (a) helpdesk support; (b) error correction and bug fixes; (c) system patches and updates; (d) configuration support; (e) periodic performance assessments.
- 8.2 Response and resolution times will be as specified in the SLA or Quotation.
- 8.3 Support Services do not cover issues arising from: (a) unauthorised modifications; (b) third-party hardware or software; and/or (c) use of the Deliverables contrary to specifications.
- 8.4 Visionflex may charge additional Fees for services outside the scope of Support Services.

9. INTELLECTUAL PROPERTY

- 9.1 Visionflex retains ownership of all Intellectual Property Rights in the Deliverables, software, tools, documentation, and other materials developed or provided under this agreement, except where otherwise agreed in writing.
- 9.2 The Customer is granted a non-exclusive, non-transferable, royalty-free licence to use the Deliverables for its internal business purposes.
- 9.3 No rights are granted to the Customer to commercially exploit, sublicense or distribute the Deliverables.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1 Each party must keep Confidential Information confidential and secure and not disclose it to any third party except: (a) to its personnel who need access and are bound by equivalent obligations; or (b) where required by law.
- 10.2 Visionflex will implement industry-standard technical and organisational measures to protect Customer data and ensure compliance with Australian privacy laws.

11. WARRANTIES

- 11.1 Visionflex warrants that Services will be performed with due care and skill.
- 11.2 To the extent permitted by law, all other warranties are excluded.
- 11.3 Where applicable law (including the Australian Consumer Law) implies conditions or warranties that cannot be excluded, Visionflex's liability is limited to: (a) re-supplying the Services; or (b) paying the cost of resupply.

12. LIMITATION OF LIABILITY

- 12.1 To the maximum extent permitted by law, Visionflex's liability under this agreement is capped at an amount equal to the total Fees paid under the relevant Quotation in the 12 months preceding the claim.
- 12.2 Visionflex will not be liable for: (a) indirect, incidental or consequential loss; (b) loss of profits, revenue, opportunity, or data; (c) delays caused by Customer or third-party actions or omissions.

13. TERMINATION

- 13.1 Either party may terminate by written notice if the other party: (a) breaches a material obligation and fails to remedy within 20 Business Days; (b) becomes insolvent, is subject to winding up, or appoints a controller.
- 13.2 Upon termination: (a) all amounts owed become immediately due; (b) each party must return or destroy the other's Confidential Information; (c) Visionflex will cooperate in an orderly transition of Services if requested.

14. DISPUTE RESOLUTION

- 14.1 The parties must first attempt to resolve any dispute through good faith discussions.
- 14.2 If unresolved within 20 Business Days, the dispute must be referred to mediation via the Resolution Institute.
- 14.3 This clause does not prevent either party from seeking urgent interim relief from a court of competent jurisdiction.

15. FORCE MAJEURE

- 15.1 A party is not liable for failure to perform obligations caused by events beyond its reasonable control, including natural disaster, cyber-attack, war, government action, or pandemic.

15.2 The affected party must promptly notify the other and resume performance as soon as practicable.

16. MISCELLANEOUS

- 16.1 **Governing Law** – These Terms are governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of its courts.
- 16.2 **Entire Agreement** – These Terms and the applicable Quotation constitute the entire agreement.
- 16.3 **Variation** – Any amendment must be in writing and signed by both parties.
- 16.4 **Assignment** – The parties must not assign this agreement without prior written consent.
- 16.5 **Notices** – Notices must be sent in writing to the addresses listed in the Quotation.