



LOGIC MINDS PTY LTD

MASTER SERVICES & SaaS PLATFORM AGREEMENT

Effective Date: January 2025

Governing Law: Victoria, Australia

This Master Services & SaaS Platform Agreement (“Agreement”) is entered into between:

Logic Minds Pty Ltd (“Logic Minds”, “Provider”, “we”, “us”), and
The entity engaging Logic Minds’ services (“Client”).

By instructing Logic Minds to commence work, approving a proposal, paying an invoice, or instructing go-live, the Client agrees to be bound by this Agreement.

1. NATURE OF SERVICES

1.1 Technology Platform Provider

Logic Minds operates as a **Software-as-a-Service (SaaS) technology provider** delivering proprietary digital platforms, systems and infrastructure.

Logic Minds does not operate as a custom website ownership transfer developer unless expressly agreed in writing.

1.2 Platform Model

Logic Minds provides:

- Proprietary digital platform infrastructure
- Customised deployment of that infrastructure
- Hosting and managed environments (if applicable)
- Integrations and automation
- Ongoing system updates and support

The Client is granted access under a licence model only.

2. COMMERCIAL STRUCTURE

2.1 No Upfront Development Fee

Logic Minds may design, configure and deploy a customised implementation of its proprietary platform without charging an upfront development fee.

This investment is made in reliance on the Client entering into an ongoing SaaS licence arrangement.





2.2 Go-Live Event

Upon written instruction by the Client to proceed to production (“Go-Live”):

- The platform is deployed.
- The licence period commences.
- Monthly SaaS licence fees become payable.

Go-Live constitutes formal acceptance of the platform.

3. LICENCE GRANT

Subject to payment of all fees, Logic Minds grants the Client a:

- Non-exclusive
- Non-transferable
- Revocable
- Limited SaaS licence

to access and use the platform for internal business purposes.

No ownership interest is granted.

4. INTELLECTUAL PROPERTY

4.1 Provider Ownership

All intellectual property remains the sole property of Logic Minds, including:

- Source code
- Platform architecture
- Database structures
- UI/UX frameworks
- APIs and integrations
- Automation systems
- SEO structures and metadata frameworks
- Hosting configurations
- Security infrastructure
- Deployment methodology
- Enhancements and derivative works

4.2 No Implied Assignment

Nothing in this Agreement constitutes a transfer of ownership unless expressly documented in a separate signed Intellectual Property Assignment Agreement.





5. CLIENT CONTENT

The Client retains ownership of:

- Logos
- Trademarks
- Supplied images
- Supplied written content
- Product and service information

Logic Minds retains ownership of all technical implementation and structural design.

6. FEES & PAYMENT

6.1 SaaS Licence Fees

Licence fees:

- Commence upon Go-Live
- Are payable monthly in advance
- Reflect access to proprietary infrastructure

6.2 Nature of Fees

Fees are for access and licence rights only.

They do not constitute purchase of software or transfer of ownership.

7. MINIMUM TERM

The minimum licence term is **6 months from Go-Live**, unless otherwise agreed in writing.

Early termination during the minimum term requires payment of remaining licence fees for that term.

8. HOSTING & INFRASTRUCTURE

Where Logic Minds provides hosting:

- All infrastructure remains proprietary.
- No server credentials are provided.
- No repository access is provided.
- No backend administrative control is transferred.

The Client purchases managed access — not system control.





9. TERMINATION & EXIT

9.1 Termination

Upon termination:

- The SaaS licence immediately ceases.
- Platform access is disabled.

9.2 Migration

Logic Minds is not obligated to provide:

- Source code
- System architecture
- Database exports
- Proprietary modules
- Deployment files
- Custom frameworks

9.3 Client Data Return

Upon written request and payment of all outstanding amounts, Logic Minds will provide Client-owned content in a commercially reasonable format.

10. SOURCE CODE BUYOUT (PREMIUM OPTION)

10.1 Optional Buyout

Logic Minds may, at its sole discretion, offer a full intellectual property buyout option.

10.2 Buyout Requirements

- Formal written request
- Negotiated commercial fee
- Execution of IP Assignment Agreement
- Full payment prior to transfer

10.3 Buyout Pricing Considerations

The buyout fee may consider:

- Development investment value
- Loss of recurring licence revenue
- Proprietary framework value
- Transition and documentation costs

No IP transfer occurs without a signed Assignment Agreement.





11. SUSPENSION

Logic Minds may suspend services if:

- Fees are unpaid
- The Client breaches this Agreement
- Security risks arise

12. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

Logic Minds' liability is limited to the total licence fees paid in the preceding three months.

Logic Minds is not liable for:

- Loss of revenue
- Loss of goodwill
- Indirect or consequential damages

13. CONFIDENTIALITY

Both parties agree to maintain confidentiality of proprietary information.

14. GENERAL

- This Agreement forms part of all proposals and invoices.
- Variations must be in writing.
- Governing law: Victoria, Australia.

