STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF SERVICES

OF

Method4 Ltd

1 DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Service Specification;

1.2 "Customer" means the organisation or person who purchases services from the Supplier;

1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.4 "Service Specification" means a statement of work, quotation or other similar document describing the services to be provided by the Supplier;

1.5 "Supplier" means Method4 Ltd of Imperial House, Trade Street, Cardiff, CF105DT.

2 GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of services by the Supplier to the Customer.

2.2 Before the commencement of the services the Supplier shall submit to the Customer a Service Specification which shall specify the services to be performed and the fees payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Service Specification. All Service Specifications shall be subject to these Terms and Conditions.

2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

3 FEES AND PAYMENT

3.1 The fees for the performance of the services are as set out in the Service Specification. The Supplier shall invoice the Customer for the services 30 days from invoice date.

3.2 Invoiced amounts shall be due and payable within 30 days of receipt of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2.00% per annum above the base rate of the Bank of England. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the services are rendered.

4 CUSTOMER'S OBLIGATIONS

4.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

4.1.1 co-operate with the Supplier;

4.1.2 provide the Supplier with any information reasonably required by the Supplier;

4.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and

4.1.4 comply with such other requirements as may be set out in the Service Specification or otherwise agreed between the parties.

4.2 The Customer shall be liable to compensate the Supplier for any reasonable expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 4.1.

4.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the services agreed to in the Service Specification, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the services contracted for as set out in the Service Specification, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. The Customer's failure to comply with any obligations under Clause 4.1 will trigger a rectification period of 10 working days from the date the Supplier notifies the Customer of the failure. If at the end of this rectification period the obligations remain outstanding then the failure shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.

4.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

4.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;

4.4.2 if applicable, the timetable for the project will be modified accordingly;

4.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs. These costs shall be reasonable and agreed by both parties based on the impact of the delay.

5 ALTERATIONS TO THE SERVICE SPECIFICATION

5.1 The parties may at any time mutually agree upon and execute new Service Specifications. Any alterations in the scope of services to be provided under this Agreement shall be set out in the Service Specification, which shall reflect the changed services and fees and any other terms agreed between the parties.

5.2 The Customer may at any time request alterations to the Service Specification by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.

5.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.

5.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Service Specification shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

6 WARRANTY

6.1 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

6.2 Without prejudice to Clause 6.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by the Supplier.

7 INDEMNIFICATION

The parties shall indemnify each other against all claims, costs and expenses which the parties may incur and which arise, directly or indirectly, from either parties' breach of any of its obligations under this Agreement, including any claims brought against either party alleging that any services provided by the Supplier or the use of the services by the Customer in accordance with the Service Specification infringes a patent, copyright or trade secret or other similar right of a third party.

8 LIMITATION OF LIABILITY

8.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the Customer to which the claim relates.

8.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

8.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier’s liability for death or personal injury resulting from the Supplier’s negligence or that of its employees, agents or sub-contractors.

9 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

9.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

9.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

9.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

9.4 the other party ceases to carry on its business or substantially the whole of its business; or

9.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

10 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

11 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

12 INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement.

13 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

14 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

15 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

16 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Service Specification or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have

been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

17 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

18 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

19 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England & Wales and the parties hereby submit to the exclusive jurisdiction of the English & Welsh courts.