Method Grid – SaaS Agreement (with Professional Services Exhibit)

Service Order

Please read this Service Order and our General Terms and Conditions carefully before proceeding.

Our Agreement is comprised of this Service Order, the Method Grid General Terms and Conditions and the Bespoke Professional Services Statement of Work (if applicable).

By signing and returning this Service Order you accept our Agreement on behalf of the Customer indicated in this Service Order as a legally binding contract with Method Grid.

You represent and warrant that you have all necessary capacity and authority to enter into our Agreement on behalf of the Customer as a legally binding contract with Method Grid.

Words and expressions used in this Service Order shall have the meaning given to them in the General Terms and Conditions. In the event of any conflict in respect of the provisions of the Agreement, the following order of priority shall apply (1) Service Order; (2) Bespoke Professional Services Statement of Work (if applicable); and (3) General Terms and Conditions.

Method Grid	Method Apps Limited (registered in England and Wales with company number 11235998 and whose registered address is 11 Laura Place, Bath, United Kingdom, BA2 4BL).
The Customer	<<Company Name>> a company registered in England and Wales whose registered number is <<Registered Number>> whose registered office is at <<Address>
Point of contact	**Method Grid Contact** Contact: Steven Webb (Chief Operating Officer) Address: 11 Laura Place, Bath, United Kingdom, BA2 4BL Email address: steven.webb@methodgrid.com Address for service of notices: 11 Laura Place, Bath, United Kingdom, BA2 4BL **Customer Contact** Contact: <<Name>> Address: <<Address>> Email address: <<Email>> Address for service of notices: <<Address>>

COMMENCEMENT AND TERM

Commencement Date	<<Commencement Date>>
Initial Term	12 months To be auto-renewed for consecutive Renewal Terms of the same duration thereafter.

SERVICE DESCRIPTION AND CHARGES

Subject to the payment of the Charges and compliance with the General Terms and Conditions, Method Grid will provide the following Services as described below:

Service	Description	Charges (exc. VAT)	Payment term
Subscribed Services	Method Grid will provide the Customer and its Authorised Users with access to the Platform available at https://methodgrid.com or any other website notified to the Customer by Method Grid from time to time, in accordance with the terms of this Agreement. **OPTION 1:** **Subscription package:** Enterprise **Number of Authorised Users:** <<Number of Users>> **OR** **OPTION 2:** **Subscription package:** Enterprise+ (MAU) Licence **Number of Active Users per month:** <<Number of Users>> An **Active User** is any Authorised User that has accessed the Subscribed Services during a relevant month of the subscription, irrespective of the duration or purpose of such access.	<<Charge>>	Annually in advance
Support Services	Enterprise package support as detailed in Schedule 2 to the General Terms and Conditions.		
Beta Services	<<Beta Services details>>	NIL	N/A
Implementation Services	Onboarding and implementation services including a project "kick off" workshop (collaborative definition of	£25,000	One-off fee paid in advance

	the capability improvement project), "train-the-trainer" (super user) training, initial methodology/process mapping facilitation and guidance/contribution with respect to the overall capability-uplift exercise that the Platform is enabling. **Method Grid Engagement Lead:** <<Name>> **Customer Representative:** <<Name>>		
Bespoke Professional Services	Bespoke professional services provides resources to help develop playbook content and support business change, adoption, and deployment. This service involves creating a customised plan of action for the <<client>> specific needs, which may include developing training materials, video explianers, implementing new processes, and providing ongoing support to ensure successful adoption and deployment. The ultimate goal of this service is to help <<client>> achieve their desired business outcomes by enabling effective change management and ensuring that all stakeholders are aligned and empowered.	<<Charge>>	Invoiced in arrears monthly

This Agreement has been entered into on the date stated below.

Signed on behalf of Method Apps Ltd

Name

Title

Date

Signed on behalf of << company name >>

Name

Title

Date

General Terms and Conditions

1. Interpretation and Definitions

1.1. The following definitions and rules of interpretation apply in this Agreement.

Agreement	these General Terms and Conditions, the Service Order and the Bespoke Professional Services Statement of Work (as applicable).
Authorised User	the Customer's employees, agents, independent contractors or other individuals authorised by the Customer to access and use the Subscribed Services and/or Beta Services.
AI Functionality	any artificial intelligence functionality made available by Method Grid within the Platform from time to time, as part of either the Subscribed Services or the Beta Services.
AI Output	any output generated and returned by the AI Functionality.
Bespoke Professional Services	any bespoke professional services set out in the Service Order and further detailed in a Bespoke Professional Services Statement of Work.
Bespoke Professional Services Statement of Work	a statement of work in the form provided by Method Grid prior to Customer's acceptance of this Agreement, detailing any Bespoke Professional Services and Deliverables to be provided under this Agreement.
Beta Services	any services or functionality that may be made available by Method Grid in its sole discretion to the Customer at no additional charge, which is designated as pilot, preview, non-production, evaluation or beta services and if selected at the Commencement Date as set out in the Order Form.
Change Order	as defined in paragraph 6.1 of the Professional Services Exhibit.
Charges	the charges for the Services as detailed in the Service Order, as amended from time to time in accordance with this Agreement.
Commencement Date	as set out in the Service Order.
Confidential Information	all information (however recorded, preserved or disclosed) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, including the terms of this Agreement, that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party, and any information or analysis derived from Confidential Information. Confidential Information shall exclude information which is: (a) generally available to the public (other than as a result of breach of confidentiality obligations); (b) available or

	which comes available to the receiving party on a non-confidential basis before disclosure; or (c) independently developed without access to such Confidential Information.
Controller	as defined in the applicable Data Protection Laws.
Customer Contact	the individual specified as the customer contact in the Service Order.
Customer Generated Content	shall have the meaning given to it in Clause 11.1.
Customer Marks	logos (or other brand identity), trademarks or trade names provided by or used by the Customer.
Customer Materials	any materials, data, text, graphics, videos, photos, designs, domain names, documentation, processes and procedures, information, programs or any other content supplied by (or on behalf of) the Customer or Authorised Users to Method Grid in connection with this Agreement.
Data Protection Laws	as applicable and binding on the parties or Services: (i) the Data Protection Act 2018 or (ii) the UK General Data Protection Regulation (Retained Regulation 2016/679); and (iii) the Privacy and Electronic Communication Regulations 2003.
Data Subject	as defined in the applicable Data Protection Laws.
Deliverables	any output of the Bespoke Professional Services to be provided by Method Grid to the Customer as specified in the Bespoke Professional Services Statement of Work, not including the Method Grid IPRs.
Disclosing Party	a party to this Agreement which discloses or makes available directly or indirectly Confidential Information.
DPIA	data protection impact assessment.
EULA	Method Grid's end user licence agreement available at https://methodgrid.com/terms/ and as updated by Method Grid from time to time.
Feedback	shall have the meaning given to it in Clause 9.5.
Force Majeure Event	any event outside the reasonable control of either party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, disaster or any action taken by a third party in relation to any third party software.
Implementation Services	any implementation services set out in the Service Order.
Indemnity Claim	shall have the meaning given to it in Clause 17.3.

Initial Term	as set out in the Service Order.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright (including source code) and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.
List of Sub-Processors	the latest version of the list of Sub-Processors used by Method Grid, available at https://methodgrid.com/third-party-sub-processors/.
Losses	all losses, liabilities, costs, expenses and damages.
Method Grid Contact	the individual specified as the Method Grid contact in the Service Order.
Method Grid IPRs	shall have the meaning given to it in Clause 9.1.
Method Grid Materials	any designs, logos (or other brand identity), domain names, information, programs, software and codes supplied by Method Grid to the Customer through the delivery of the Services or otherwise, not including the Deliverables or Customer Generated Content.
Permitted Purpose	shall have the meaning given to it in Clause 13.1.1.
Personal Data	as defined in the applicable Data Protection Laws.
Personal Data Breach	as defined in the applicable Data Protection Laws.
Platform	Method Grid's proprietary, cloud-hosted knowledge and project management (connected assurance) platform at https://methodgrid.com and any associated webpage made available to the Customer in accordance with the terms of this Agreement.
Processor	as defined in the applicable Data Protection Laws.
Professional Services	the Bespoke Professional Services and the Implementation Services.
Protected Data	Personal Data received from or on behalf of the Customer in relation to Method Grid's performance of the Services under this Agreement.

Public Networks	a public communications network established and operated by a telecommunications provider, including the internet, wireless and mobile technologies.
Renewal Term(s)	as set out in Clause 19.2.
Representatives	employees, workers, agents, officers, advisers and other representatives of that party including in the case of the Customer, the Authorised Users.
Services	the Subscribed Services, Beta Services, Support Services, Implementation Services and any Bespoke Professional Services as detailed in the Service Order.
Specification	the description of the Subscribed Services, as set out in Schedule 1 (Specification).
Sub-Processor	another Processor engaged by Method Grid for carrying out processing activities in respect of the Personal Data processed in relation to this Agreement on behalf of the Customer.
Subscribed Services	the Customer's subscription to use the Platform during the Term, as described in a Service Order.
Support Services	as set out in the Service Order and further detailed in Schedule 2 (Support Services).
Term	the Initial Term and any Renewal Term.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006.
VAT	value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.
Working Days	a day other than a Saturday or Sunday or bank or public holiday in England.

1.2. Unless the context otherwise expressly requires, references to:

1.2.1. **"including"** or **"includes"** shall be deemed to have the words "without limitation" inserted after them;

1.2.2. **"writing"** or "**written"** includes e-mail;

1.2.3. references to any applicable laws and to terms defined in such applicable laws shall be replaced with or incorporate (as the case may be) references to any applicable laws replacing, amending, extending, re-enacting or consolidating such applicable law and the equivalent terms defined in such applicable laws, once in force and applicable; and a reference to a law includes all subordinate legislation made under that law; and

1.2.4. a time shall be GMT or BST (as applicable).

1.3. Clause and Schedule headings do not affect the interpretation of this Agreement.

2. Rights of Use

2.1. Subject to the terms of this Agreement, Method Grid hereby grants to the Customer and its Authorised Users a non-exclusive, non-transferable and revocable licence to use the Platform during the Term, without the right to sub-licence, provided that:

2.1.1. the Customer complies with the terms of this Agreement and procures that Authorised Users shall comply with the terms of this Agreement and the EULA;

2.1.2. the Customer shall be liable for all acts and omissions of any Authorised User and shall indemnify Method Grid against all Losses incurred or suffered by Method Grid, or for which Method Grid may become liable, arising out of any act or omission of any Authorised User;

2.1.3. all Charges are paid on or before the due date for such Charges;

2.1.4. access to the Subscribed Services is only in accordance with the agreed access detailed in the Service Order; and

2.1.5. the Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform (whether or not by an Authorised User) and notify Method Grid promptly of any such unauthorised access or use.

3. The Services

3.1. Method Grid shall:

3.1.1. provide the Services with reasonable care and skill; and

3.1.2. use its reasonable endeavours to make the Platform available in accordance with the terms of this Agreement and the Specification in all material aspects.

3.2. If there is a breach of Clause 3.1, Method Grid shall use reasonable endeavours to rectify the impacted Services within a reasonable time period. To the maximum extent permitted by law, this Clause 3.2 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of Clause 3.1.

3.3. Method Grid shall not be responsible for assessing the suitability of the Platform for the Customer and/or the Customer's specific purposes and makes no commitments or assurances regarding such suitability.

3.4. Method Grid shall take reasonable steps to preserve the integrity of the Customer Materials and to prevent the corruption or loss of Customer Materials.

3.5. The Customer acknowledges that the Platform may be unavailable as a result of scheduled or emergency maintenance being undertaken at any time to preserve the security and reliable operation of the Platform. Method Grid shall not be liable for the Platform being unavailable as a result of the circumstances under this Clause 3.5.

3.6. In addition to making any changes to the Platform which may be necessary to provide the Platform to the full benefit of the Customer (as Method Grid may deem necessary in its sole discretion), Method Grid shall be entitled to:

3.6.1. make changes to the Platform from time to time for the purpose of maintaining the security or performance or availability of the Platform; or

3.6.2. make changes to the Platform and the Services in order to comply with all applicable laws, statute, regulation, order, regulatory policy, guidance or industry code in any jurisdiction.

3.7. Any changes to the Subscribed Services or Support Services requested by the Customer (including changes to the number of Authorised Users permitted to access the Platform and use the Services) must be agreed in writing between the parties, and may be subject to additional charges. Changes requested by the Customer to the Bespoke Professional Services will be dealt with under the Professional Services Exhibit, paragraph 6.

4. **Professional Services**

4.1. Method Grid shall provide the Professional Services in accordance with the Professional Services Exhibit.

5. Beta Services

The following provisions shall only apply to the extent that the Customer's subscription includes access to Beta Services.

5.1. The Customer may request and Method Grid may, in its sole discretion grant the Customer access to certain Beta Services. Notwithstanding any other Clause of this Agreement, any Beta Services shall be provided on an as-is basis and Method Grid gives no warranties and makes no guarantees in respect of the Beta Services. Notwithstanding any other provision of this Agreement, references to "the Services" within Clauses 3 (the Services) and 17.2 (Indemnities) shall not include the Beta Services.

5.2. The Customer agrees to be bound by any other terms, restrictions and limitations of receiving the Beta Services set out within any usage documentation which may be supplied by Method Grid to the Customer from time to time.

5.3. Method Grid shall not be responsible for assessing the suitability of the Beta Services for the Customer and/or the Customer's specific purposes and makes no commitments or assurances regarding such suitability.

5.4. The Customer acknowledges that Method Grid reserves the right to withdraw, suspend or terminate the Customer's access to the Beta Services or any part thereof at any time in its sole discretion, and without any liability owed to the Customer (whether under this Agreement or otherwise).

5.5. Method Grid shall not be liable to the Customer, any Authorised User or any other third party, without limitation, for any Losses which may arise as a result of or in connection with the Customer's use of any Beta Services.

6. AI Functionality

The following provisions shall only apply to the extent that the Customer's subscription includes access to AI Functionality.

6.1. The Customer agrees and acknowledges that it is solely responsible for evaluating the accuracy of any AI Output and whether the AI Output is suitable for its use case, including by carrying out a human review of the AI Output where appropriate.

6.2. Notwithstanding any other provision of this Agreement, Method Grid shall not be obliged to assist the Customer with extracting or recovering any Customer Materials that were input into the AI Functionality at any point during or after the Term.

7. Customer Obligations

7.1. The Customer shall:

7.1.1. promptly provide Method Grid with all necessary co-operation and access to such information, documentation and data as may reasonably be required by Method Grid in order to provide the Services;

7.1.2. be responsible for the necessary arrangements to enable its Authorised Users to access the Platform and use the Subscribed Services;

7.1.3. ensure that each Authorised User has read the EULA prior to accessing the Platform;

7.1.4. ensure that its Authorised Users shall comply with (i) the terms of this Agreement; (ii) the EULA; and (iii) any other policies that Method Grid may implement from time to time (as published on the Platform or otherwise communicated to the Customer by Method Grid);

7.1.5. be responsible for complying with all applicable laws and regulations (as updated and amended from time to time) and for obtaining and maintaining any necessary licences (including import licences), permits, notifications, authorisations, consents or certifications required in connection with this Agreement and its use of the Services. The Customer shall be responsible for any customs duties, clearance charges, taxes and other amounts payable;

7.1.6. carry out all other Customer responsibilities and perform all its obligations set out in this Agreement in a timely and efficient manner. Method Grid shall not be liable for any delay in the delivery of the Services which is caused by the Customer's failure to comply with its obligations under this Agreement; and

7.1.7. appoint the Customer Contact to serve as primary contact for Method Grid and inform Method Grid of a change to the Customer Contact.

7.2. If the Customer becomes aware that an Authorised User's use of the Platform, Method Grid Materials or the Services breaches the terms of this Agreement, the EULA or Method Grid's other policies, the Customer shall:

7.2.1. notify Method Grid in writing as soon as it becomes aware of the Authorised User's breach; and

7.2.2. suspend the relevant Authorised User's access to the Platform and the Services for so long as the relevant breach remains unremedied, without prior notice to the relevant Authorised User.

7.3. The Customer warrants and undertakes that it shall, and procure that each Authorised User shall:

7.3.1. keep all Platform log in details secure and confidential and only use the log in details for the purpose of accessing the Platform and Services in accordance with the terms of this Agreement;

7.3.2. not allow or suffer any log in details to be shared between or used by more than one individual Authorised User;

7.3.3. not exceed any agreed Platform usage parameters;

7.3.4. not use the Platform, Method Grid Materials or the Services:

7.3.4.1. for any purpose that is unlawful under any applicable law or prohibited by this Agreement or to promote any unlawful activity;

7.3.4.2. to commit any act of fraud;

7.3.4.3. to distribute any virus, trojan, malwares or any similar malicious codes;

7.3.4.4. to simulate communications from Method Grid or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

7.3.4.5. in any manner that disrupts the operations, business, equipment, websites or systems of Method Grid or any other person or entity (including any denial of service and similar attacks);

7.3.4.6. in any manner that harms or may endanger minors or any other person;

7.3.4.7. in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;

7.3.4.8. to represent or suggest that Method Grid endorses any other business, product or service unless Method Grid has separately agreed to do so in writing;

7.3.4.9. to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;

7.3.4.10. in any manner which may impair any other person's use of the Platform, Method Grid Materials, the Services or use of any other services provided by Method Grid to any other person;

7.3.4.11. to attempt to circumvent any security controls or mechanisms including any password or user authentication methods of any person;

7.3.4.12. in any manner inconsistent with this Agreement or other policies provided by Method Grid from time to time; or

7.3.4.13. in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in this Agreement; and

7.3.5. ensure that any Customer Materials shall at all times be:

7.3.5.1. submitted lawfully and without infringement of any Intellectual Property Rights of any person;

7.3.5.2. free of virus, trojan, malwares or any similar malicious codes;

7.3.5.3. provided with the necessary consent of any third party;

7.3.5.4. not defamatory or likely to give rise to an allegation of defamation;

7.3.5.5. not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;

7.3.5.6. not abusive, threatening, offensive, harassing or invasive of privacy;

7.3.5.7. not racist, sexist or xenophobic;

7.3.5.8. not liable to offend religious sentiments or deeply held beliefs; and

7.3.5.9. unlikely to cause offence, embarrassment or annoyance to any person.

7.4. Method Grid shall not be held liable for any breach of this Agreement to the extent that such breach is caused by the Customer's breach of this Clause 7.

8. Charging and invoicing

8.1. The Customer shall pay the Charges to Method Grid in accordance with the Service Order and this Clause 8, without entitlement to set-off, counterclaim, abatement or other similar deduction to withhold payment of any amount due to Method Grid. Unless otherwise stated in this Agreement, the Customer agrees that the payment for the Charges is non-refundable.

8.2. The Customer shall make payment to Method Grid of each invoice:

8.2.1. for Charges which relate to the Subscribed Services, in advance of the subscription period to which the Charges relate, but in any event within thirty (30) days of the date of the invoice; and

8.2.2. for all other Charges, within thirty (30) days of the date of the invoice.

8.3. All fees, charges and other payments to be made by the Customer are exclusive of VAT and all other relevant taxes, for which the Customer shall be responsible. Unless stated otherwise in the Service Order, all Charges shall be paid in pound sterling (£/GBP).

8.4. If any sum is not paid on or before the due date under this Agreement, without prejudice to any other remedies that Method Grid may have under this Agreement, the Customer shall pay Method Grid interest on the outstanding amount until payment is received in full and cleared funds at a rate equal to 4% above the Bank of England base rate from time to time in force, until the date actual payment is received. Such interest shall be compounded monthly.

8.5. The Customer shall reimburse all reasonable out-of-pocket expenses wholly, properly and necessarily incurred by Method Grid in the course of providing the Services under this Agreement.

8.6. Method Grid shall be entitled to increase the Charges payable in respect of subsequent Renewal Terms at any time by giving not less than sixty (60) days' prior notice to the Customer. If the Customer does not accept the increase and does not wish to renew this Agreement, it shall give Method Grid written notice to terminate in accordance with Clause 19.2. If the Customer does not give Method Grid such termination notice, this Agreement shall be automatically renewed for another Renewal Term.

8.7. If the Customer's use of the Subscribed Services exceeds the usage limits set out in the Service Order or otherwise agreed in writing between the parties, Method Grid shall be entitled to increase the Charges payable to account for such excess usage, on prior written notice to the Customer.

8.8. If the Customer wishes to dispute an invoice, the basis of that dispute together with any supporting evidence must be sent to Method Grid in writing within ten (10) Working Days of the date of invoice. The parties shall work together in good faith to resolve such dispute. In the event that the parties are unable to resolve the dispute within ten (10) Working Days then the provisions of Clause 30.1 shall apply.

9. Intellectual property rights

9.1. All Intellectual Property Rights in the (i) Platform; (ii) Subscribed Services, Beta Services, Support Services and Implementation Services; and (iii) Method Grid Materials (together the "**Method Grid IPRs**") shall remain, the property of Method Grid or its licensors. The Customer acquires no rights in or to such Method Grid IPRs other than those rights expressly granted by this Agreement.

9.2. To the extent that the Customer or any Authorised User generates any derivative works from Method Grid IPRs or otherwise acquires any Intellectual Property Rights in the Platform, Method Grid Materials or any other part of the Subscribed Services, Beta Services, Support Services or Implementation Services, the Customer hereby assigns, or shall procure the assignment of, such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Method Grid or such third party as Method Grid may elect. The Customer shall execute all such documents and do such things as Method Grid may consider necessary to give effect to this Clause 9.2. Until such assignment has been effected, the Customer (on its own or the Authorised User's behalf) shall grant an exclusive, perpetual, irrevocable, worldwide, fully paid-up, royalty-free licence of such Intellectual Property Rights to Method Grid or such third party as Method Grid may elect.

9.3. The Customer shall promptly report to Method Grid any infringement of Method Grid IPRs that comes to its attention. Without prejudice to the generality of the foregoing, the Customer shall ensure that each Authorised User, prior to use of the Platform, the Services or Method Grid Materials, is made aware that the Method Grid IPRs are proprietary to Method Grid.

9.4. Save where expressly agreed in writing by the parties, the Customer acknowledges and accepts that nothing in this Agreement shall prevent or restrict Method Grid from exploiting or licensing any of Method Grid IPRs to any third party.

9.5. Method Grid may use any feedback and suggestions provided by the Customer or any Authorised User for improvement relating to its services, including the Services, without charge or limitation ("**Feedback**"). The Customer hereby assigns (or shall procure the assignment) of all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment or future Intellectual Property Rights) to Method Grid at the time such Feedback is first provided to Method Grid.

9.6. The Customer hereby waives (and shall ensure all relevant third parties, including Authorised Users, have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to Method Grid under this Agreement.

10. Licence to use Customer Marks and Customer Materials

10.1. The Customer hereby grants Method Grid with a non-exclusive, worldwide, royalty free, sub-licensable licence to use Customer Materials to the extent necessary to provide the Services or perform its obligations under this Agreement.

10.2. The Customer hereby grants Method Grid with a non-exclusive, worldwide, royalty free licence to use the Customer Marks and Customer's name, the fact that Method Grid works with the Customer and what Services it provides to the Customer, in Method Grid's marketing and promotional material (whether digital or paper format). Method Grid shall not include any additional information (including case studies or press releases) within its marketing and promotional material without the Customer's prior written consent.

11. Customer Generated Content

11.1. The parties agree and acknowledge that as part of receiving and making use of the Services, the Customer may generate (i) content, methodologies, processes, procedures and documentation that are bespoke to the Customer or its Authorised Users; and (ii) AI Output (the "**Customer Generated Content**").

11.2. The parties agree and acknowledge that:

11.2.1. Method Grid does not claim ownership of the Customer Generated Content:

11.2.2. as between Method Grid and the Customer, the Customer shall own all rights, title and interest in and to the Customer Generated Content;

11.2.3. subject to the Customer's payment of the Charges, to the extent that Method Grid acquires any Intellectual Property Rights in the Customer Generated Content, Method Grid hereby assigns to the Customer all such Intellectual Property Rights in the Customer Generated Content; and

11.2.4. the Customer hereby grants Method Grid a non-exclusive, worldwide, royalty free and sub-licensable licence to use the Customer Generated Content to the extent necessary for Method Grid to provide the Services and perform its obligations under this Agreement.

11.3. Due to the nature of the AI Functionality, AI Output may not be unique and other customers of Method Grid may receive similar output from Method Grid's services. Method Grid's assignment at clause 11.2.3 does not extend to other customers' output from Method Grid's services.

12. Data protection

12.1. The parties agree that in respect of the Services, the Customer shall be the Controller and Method Grid shall be the Processor.

12.2. Each party shall:

12.2.1. at all times during the term of this Agreement, comply with the Data Protection Laws; and

12.2.2. to the extent applicable under the Data Protection Laws, obtain and maintain all appropriate registrations required in order to allow it to perform its obligations under this Agreement.

12.3. Processing of the Protected Data by Method Grid under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Clause 12.3. Method Grid will host the Platform used by the Customer to assist with the Customer's project management and assurance activities. The purpose of the processing is to allow Customers' Authorised Users to access the Platform in accordance with the terms of this Agreement and the EULA. The nature of the processing is the storage of Personal Data on the Platform and facilitating log-in to the Platform. The types of Personal Data processed are (i) identification information: name; (ii) contact information: email addresses; and (iii) user information: any additional information uploaded to an Authorised User's account at the Authorised User's sole discretion. Such types of Personal Data relate to the Customer's Authorised Users and other personnel of the Customer's customers and suppliers.

12.4. In relation to the Protected Data , to the extent that Method Grid is the processor of such Protected Data, Method Grid shall:

12.4.1. unless required to do otherwise by applicable laws, only process the Protected Data in accordance with the Customer's documented instructions and in accordance with Clause 12.3 of this Agreement;

12.4.2. taking into account the nature of the processing, implement appropriate technical and organisational measures to protect the Protected Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

12.4.3. not, without the prior written consent of the Customer, transfer any Protected Data to a country or territory outside the United Kingdom unless such country or territory has been deemed to provide an adequate level of protection to Personal Data or adequate contractual or other assurances have first been put in place such as will enable each party to comply with the requirements of the Data Protection Laws;

12.4.4. take reasonable steps to ensure the reliability of its personnel who have access to any Protected Data and ensure that Protected Data shall only be accessible by its personnel to the extent they need to know or require access for the purpose of properly performing their duties in relation to this Agreement and who, are bound to maintain its confidentiality;

12.4.5. prior to any Sub-Processor authorised in accordance with Clause 12.5 carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Clause 12 that is enforceable by Method Grid;

12.4.6. remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own;

12.4.7. notify the Customer without undue delay of any Personal Data Breach that it becomes aware of and provide reasonable assistance to the Customer in respect of any such Personal Data Breach;

12.4.8. within thirty (30) days of the end of the Term, on the written instructions of the Customer, delete or return all Protected Data processed in relation to this Agreement, unless Method Grid is required to retain the Protected Data to comply with applicable laws;

12.4.9. subject to the Customer paying Method Grid's reasonable costs (unless prohibited by applicable law), provide such cooperation and assistance to the Customer as the Customer reasonably requires (taking into account the nature of processing and the information available to Method Grid) in ensuring compliance with:

12.4.9.1. the Customer's obligations to respond to any complaint or request from any applicable data protection authority or Data Subjects seeking to exercise their rights under any Data Protection Laws, including by notifying the Customer of each Data Subject request Method Grid receives in respect of the Protected Data;

12.4.9.2. the Customer's obligations to:

12.4.9.2.1. carry out a DPIA on the impact of the processing on the protection of Protected Data; and

12.4.9.2.2. consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Customer to mitigate the risk;

12.4.10. make available to the Customer such information that is in its possession or control as is necessary to demonstrate Method Grid's compliance with the obligations placed on it under this Clause 12 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the UK GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow for audits at the Customer's cost, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to Customer providing no less than thirty (30) days' prior written notice of such audit and a maximum of one (1) audit request in any twelve (12) month period under this Clause 12.4.10).

12.5. The Customer authorises the appointment of each of the Sub-Processors identified on the List of Sub-Processors at the Commencement Date. Method Grid shall give the Customer thirty (30) days' prior written notice of any change to the List of Sub-Processors. In the event the Customer reasonably believes that any such change materially impacts it negatively in any manner it may by notice elect to terminate this Agreement in respect of all impacted Services provided it exercises such right within fourteen (14) days of receipt of the change notification and notifies Method Grid in writing at the time of exercising such right of the negative impact which has caused it to exercise this right.

12.6. The Customer acknowledges that Method Grid is reliant on the Customer for direction as to the extent to which Method Grid is entitled to process the Protected Data (for the avoidance of doubt this includes the Customer ensuring appropriate privacy notices are in place and ensuring that Protected Data is processed accordingly). Consequently, Method Grid will not be liable for any claim brought by a Data Subject or a relevant regulatory authority in respect of the processing of Protected Data under this Agreement and the Customer shall indemnify and keep indemnified Method Grid against all Losses arising out of or in connection with any such claim whatsoever by a Data Subject or relevant regulatory authority.

12.7. The Customer warrants, represents and undertakes, that all:

12.7.1. Protected Data provided by the Customer to Method Grid for use in conjunction with the Services shall comply in all respects, including in terms of its collection, storage and processing, with Data Protection Laws; and

12.7.2. instructions given by it to Method Grid in respect of Protected Data shall at all times be in accordance with Data Protection Laws.

12.8. Method Grid shall inform the Customer without undue delay if Method Grid believes that a processing instruction infringes Data Protection Laws, provided that to the maximum extent permitted by mandatory law, Method Grid shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any Losses arising from or in connection with any processing in accordance with the Customer's unlawful processing instructions.

13. Confidentiality

13.1. Each party shall keep the other party's Confidential Information confidential for the duration of this Agreement and, subject to Clause 13.3 below, for a period of three (3) years following its expiry or termination, and shall not:

13.1.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement (the "**Permitted Purpose**"); or

13.1.2. disclose such Confidential Information (in whole or in part) to any third party, except to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that (to the extent it is legally permitted to do so), it gives the other party as much notice, along with details of the Confidential Information which is the subject, of such disclosure as possible.

13.2. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

13.2.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

13.2.2. procures such Representatives' compliance with the confidentiality obligations set out in this Clause.

13.3. On termination (or expiry) of this Agreement, each party shall be entitled to retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by applicable laws or applicable governmental or regulatory authority.

13.4. Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

14. Warranties

14.1. Subject to the remainder of this Clause 14, Method Grid warrants and represents to the Customer that:

14.1.1. it owns or has obtained all necessary rights or licences (as applicable) in and to the Platform as necessary to grant the Customer access to the Platform to receive the Services as set out in this Agreement;

14.1.2. the receipt and use of the Deliverables by the Customer shall not infringe any Intellectual Property Rights, of any third party; and

14.1.3. the Customer's use of the Platform in accordance with this Agreement does not infringe the copyright of any third party.

14.2. The warranties under Clause 14.1 shall not apply to the extent that any error in the Services arises as a result of:

14.2.1. incorrect operation or use of the Platform or the Services by the Customer or any Authorised User;

14.2.2. use of any of the Services other than for the purposes for which it is intended;

14.2.3. use of the Platform with other software or services or on equipment with which it is incompatible;

14.2.4. in respect of the Platform, any act by any third party (including hacking or the introduction of any virus or malicious code);

14.2.5. any modification of the Platform or Services (other than that undertaken by Method Grid or at its direction); or

14.2.6. any breach of this Agreement by the Customer (or by any of its Representatives).

14.3. The Customer's sole remedies for breach of the warranties in Clause 14.1 are set out in Clause 17.

14.4. The Customer warrants and represents to Method Grid that:

14.4.1. it owns or has obtained all necessary rights or licenses (as applicable) in and to the Customer Materials and Customer Marks necessary to perform its obligations and grant the licences set out in this Agreement and Method Grid's use of the Customer Materials and Customer Marks in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party;

14.4.2. it is not, and during the Term it will not be, receiving the Services as a (non-business) consumer; and

14.4.3. it will use the Platform, Services, Deliverables and Method Grid Materials only in accordance with this Agreement.

14.5. Each party warrants that it has full capacity and authority to enter into this Agreement and that those signing this Agreement are duly authorised to bind the party for whom they sign.

15. Use of the Platform

15.1. The Platform may be subject to delays, interruptions, errors or other problems resulting from use of the Public Networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that Method Grid shall have no liability for any such delays, interruptions, errors or other problems.

15.2. Save for the express warranties set out in Clause 14.1 all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded. Without limitation, Method Grid specifically denies any implied or express representation that the Services may be used or provided:

15.2.1. in conjunction with any hardware items, software (including operating systems), any third party services; or

15.2.2. uninterrupted or error-free.

16. Anti-Bribery

16.1. Both parties shall:

16.1.1. comply with all applicable laws, statutes relating to anti-bribery and anti-corruption, including the Bribery Act 2010; and

16.1.2. not engage in any activity, practice or conduct that would breach applicable law or constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

17. Indemnities

17.1. The Customer shall indemnify and keep indemnified Method Grid against all Losses suffered or incurred by Method Grid arising out of or in connection with:

17.1.1. any claim made against Method Grid alleging infringement of a third party's Intellectual Property Rights arising out of Method Grid's use of Customer Materials or Customer Marks save to the extent that such infringement is a result of Method Grid's use of the Customer Materials or Customer Marks not in accordance with this Agreement;

17.1.2. the Customer's (or its Authorised Users') use of the Platform or Services not in accordance with this Agreement;

17.1.3. non-compliance by the Customer with the Data Protection Laws or its obligations under Clause 12**Error! Reference source not found.**; and

17.1.4. processing of Protected Data carried out by Method Grid or any Sub-Processor pursuant to any unlawful processing instruction provided by the Customer that infringes any Data Protection Laws.

17.2. Subject to Clause 17.3, Method Grid agrees to indemnify the Customer against all Losses suffered or incurred by the Customer directly arising out of or in connection with any third party claim that the Customer's use of the Services, Platform or Deliverables in accordance with this Agreement directly infringes a third party's Intellectual Property Rights save to the extent that such infringement is a result of the Customer's use of the Services, Platform or Deliverables not in accordance with this Agreement.

17.3. If any third party makes a claim, or notifies an intention to make a claim against the Customer, which may reasonably be considered likely to give rise to a liability under Clause 17.2 (**"Indemnity Claim"**), the Customer shall:

17.3.1. immediately give written notice of the Indemnity Claim to Method Grid, specifying the nature of the Indemnity Claim in reasonable detail;

17.3.2. not make any admission of liability, agreement or compromise in relation to the Indemnity Claim without Method Grid's prior written consent; and

17.3.3. allow Method Grid to conduct all negotiations and proceedings and provide Method Grid with such reasonable assistance, documents, records and information as required by Method Grid regarding the Indemnity Claim.

17.4. If an Indemnity Claim is made (or Method Grid reasonably anticipates an Indemnity Claim is reasonably likely to be made) Method Grid may, if applicable, either:

17.4.1. procure for the Customer the right to continue using the relevant item which is subject to the Indemnity Claim; or

17.4.2. replace or modify the relevant item with non-infringing substitutes.

17.5. Nothing in this Clause 17 shall restrict or limit either party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this Clause 17.

18. Limitation of liability

18.1. This Clause 18 sets out the entire liability of Method Grid (including any liability for the acts or omissions of its Representatives and including any settlements) to the Customer and its Authorised Users in respect of any breach of this Agreement, any representation, statement or tortious act or omissions (including negligence) arising under or in connection with this Agreement or any other liability to the Customer and its Authorised Users whatsoever.

18.2. Nothing in this Agreement limits or excludes the liability of either party for:

18.2.1. death or personal injury resulting from negligence;

18.2.2. any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; or

18.2.3. any other liability which is incapable of being excluded or limited by law.

18.3. Subject to Clause 18.2, Method Grid shall not have any liability to the Customer whether arising from contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement (including all non-contractual liability) for any:

18.3.1. loss of use;

18.3.2. loss of profits;

18.3.3. loss of or anticipated savings;

18.3.4. loss of revenue;

18.3.5. loss or damage to reputation or goodwill;

18.3.6. loss of opportunity;

18.3.7. any Losses arising from or in connection with any processing by Method Grid or a Sub-Processor pursuant to any unlawful processing instruction given by the Customer that infringes Data Protection Laws;

18.3.8. any loss or corruption of data or information,

in each case whether direct, indirect, special or consequential loss or damage; or

18.3.9. for any other indirect, special or consequential loss or damage.

18.4. Subject to Clause 18.2 and 18.3, Method Grid's total aggregate liability for all other Losses whether arising from contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement (including all non-contractual liability) shall in no event exceed an amount equal to 100% of the Charges paid by the Customer to Method Grid in the 12-month period immediately preceding the first incident giving rise to any claim under this Agreement.

19. Commencement and duration

19.1. This Agreement shall commence on the Commencement Date and continue for the Initial Term, whereupon it shall continue for the Renewal Term(s) unless terminated earlier in accordance with Clauses 12.5, 19.2, 20 or 28.3.

19.2. On the expiry of the Initial Term, this Agreement shall automatically continue for further consecutive periods of the same duration as the Initial Term (each, a **Renewal Term**), unless:

19.2.1. either party has given the other party a written termination notice not less than thirty (30) days prior to the end date of the then current Initial Term or Renewal Term, in which case this Agreement shall terminate upon expiry of the then current Initial Term or Renewal Term; or

19.2.2. the Agreement is terminated sooner in accordance with Clauses 12.5, 20 or 28.3.

20. Termination and suspension

20.1. Without prejudice to any rights or remedies that have accrued under this Agreement, either party may at any time terminate this Agreement (or any part thereof) with immediate effect by giving written notice to the other party if:

20.1.1. the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of twenty (20) Working Days after being notified in writing to do so;

20.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

20.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

20.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

20.2. Without prejudice to any rights or remedies that have accrued under this Agreement, Method Grid may at any time terminate this Agreement or suspend the Customer's access to the Services, in whole or in part with immediate effect by giving written notice to the Customer if:

20.2.1. the Customer is in breach of any applicable law;

20.2.2. the Customer is in breach of its warranties under Clause 14.4;

20.2.3. any undisputed amount due under this Agreement or any other agreement between the Customer and Method Grid is outstanding following the applicable due date to make such payment;

20.2.4. there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010);

20.2.5. in Method Grid's reasonable opinion, the security or integrity of the Platform has been, or may be, compromised or is otherwise at risk; or

20.2.6. in Method Grid's reasonable opinion, there has been any misuse of the Platform or the Services or there has been a breach of this Agreement by the Customer or its Authorised Users, including breaches of Clause 7.3.

20.3. Termination of this Agreement or suspension of the Customer's access to the Services, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination or suspension.

20.4. The Charges shall remain payable during any period of suspension notwithstanding that the Customer or its Authorised Users may not have access to the Services. In relation to suspension under Clause 20.2.3, access to the Services will be restored promptly after Method Grid receives the relevant payment in full and cleared funds.

20.5. On termination or expiry of this Agreement for any reason:

20.5.1. the Customer's access to the Platform and use of the Services shall be terminated;

20.5.2. subject to Clause 12.4.8, Method Grid shall allow the Customer to export Customer Materials and Customer Generated Content from the Platform for a period of up to twelve (12) months from the date of termination or expiry;

20.5.3. the Customer shall immediately pay any outstanding unpaid invoices and interest due to Method Grid; and

20.5.4. Method Grid shall submit invoices for any Services that it has supplied or work completed, but for which no invoice has been submitted and the Customer shall pay these invoices in accordance with Clause 8.2.

20.6. Clause 8 (*Charging and Invoicing*) to the extent necessary in relation to unpaid Charges or expenses at the date of termination, Clauses 9 (*Intellectual Property Rights*), 10 (*Licence to use Customer Marks and Customer Materials*), 11 (*Customer Generated Content*), 12 (*Data protection*), 13 (*Confidentiality*), 17 (*Indemnities*), 18 (*Limitation of liability*), 24 (*Entire agreement*), 26 (*Severance*), 27 (*Third party rights*), 29 (*Notices*) and 30 (*Governing law and jurisdiction*) shall survive expiry or termination of this Agreement.

21. Conflict

If there is inconsistency between any of the provisions in these General Terms and Conditions, the Service Order and any Bespoke Professional Services Statement of Work, the following order of priority shall apply: (1) Service Order; (2) Bespoke Professional Services Statement of Work (if applicable); and (3) General Terms and Conditions.

22. Assignment and novation

22.1. The Customer shall not assign, novate, sub-contract or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement without the prior written consent of Method Grid.

22.2. Method Grid may assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement.

23. Waiver

23.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

24. Entire agreement

24.1. This Agreement constitutes the entire agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

24.2. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

25. Variation

25.1. Subject to Method Grid's right to vary this Agreement in accordance with Clauses 3.6, 8.6 and 8.7, no other variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

26. Severance

26.1. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

27. Third-party rights

27.1. No person other than a party to this Agreement shall have any rights (including any rights under the Contracts (Rights of Third Parties) Act 1999) to enforce any term of this Agreement.

28. Force majeure

28.1. This Clause 28 shall not apply to any of the Customer's payment obligations under this Agreement.

28.2. Subject to Clause 28.1, neither party shall in any circumstances be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event.

28.3. Subject to Clause 28.1, if a Force Majeure Event prevents or delays Method Grid or the Customer in their respective performance of a material part of their obligations under this Agreement for a period exceeding thirty (30) days (or such other period as may be agreed between the parties), either party may terminate this Agreement immediately on written notice to the other. Where this is the case, the Customer shall not be obliged to pay any Charges to the extent Method Grid was unable to perform Services after the date the Force Majeure Event first occurred, and Method Grid will refund to the Customer a corresponding proportion of Charges paid in advance which relate to Services which Method Grid was unable to perform.

29. Notices

29.1. Any notice required to be given pursuant to this Agreement shall be in writing and served on the other party in accordance with the details provided in the Service Order, or any other address as either party notifies to the other in writing from time to time.

29.2. A notice shall be deemed to have been received:

29.2.1. if delivered personally, at the time of delivery; or

29.2.2. in the case of pre-paid first class post, two (2) Working Days (or five (5) Working Days if to an address outside the country of posting) from the date of posting; or

29.2.3. in the case of email (including in the case of any invoice sent by email by Method Grid), at the time the email entered the intended recipient's information systems

29.2.3.1. on the same Working Day if the email is sent between 09:00 – 17:00 on a Working Day; or

29.2.3.2. on the next Working Day if the email is sent outside the hours specified in Clause 29.2.3.1,

provided that no error message indicating failure to deliver has been received by the sender.

30. Governing law and jurisdiction

30.1. This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Professional Services Exhibit

The following provisions shall apply to any Professional Services (including the Implementation Services and any Bespoke Professional Services) performed under the Agreement.

1. Method Grid responsibilities

1.1. Method Grid shall:

1.1.1. use reasonable endeavours to manage and complete the Professional Services, and deliver the Deliverables to the Customer, in accordance with this Agreement in all material respects;

1.1.2. use reasonable endeavours to meet any performance dates agreed between the parties in writing, but any such dates shall be estimates only and time for performance by Method Grid shall not be of the essence of this Agreement;

1.1.3. appoint an engagement lead for the Professional Services. That person shall have authority to contractually bind Method Grid on all matters relating to the Bespoke Professional Services (including by signing Change Orders for the Bespoke Professional Services). Method Grid shall use all reasonable endeavours to ensure that the same person acts as the Method Grid's engagement lead throughout the term of this Agreement, but may replace that person from time to time where reasonably necessary in the interests of the Method Grid business;

1.1.4. ensure that the personnel assigned to complete the Professional Services have the reasonably necessary skills and expertise and shall use reasonable endeavours to comply with any Customer request for specific Method Grid personnel to complete the Professional Services, but may allocate its personnel at its sole discretion in the interest of the Method Grid business; and

1.1.5. use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it in advance of attendance at such premises, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

2. Customer obligations

2.1. The Customer shall:

2.1.1. co-operate with Method Grid in all matters relating to the Professional Services;

2.1.2. appoint a representative for the Professional Services. That person shall have the authority to contractually bind the Customer on matters relating to the Professional Services (including by signing Change Orders for the Bespoke Professional Services);

2.1.3. provide, for Method Grid, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Method Grid;

2.1.4. provide to Method Grid in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) reasonably required by Method Grid in connection with the Professional Services and ensure that they are accurate and complete;

2.1.5. inform Method Grid of all health and safety and security requirements that apply at any of the Customer's premises in advance of the Customer's attendance at such premises; and

2.1.6. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Method Grid to provide the Professional Services, including in relation to the use of all Customer Materials, in all cases before the date on which the Professional Services are to start.

3. Intellectual Property Rights in the Deliverables

3.1. The parties agree and acknowledge that:

3.1.1. subject to the Customer's payment of the Charges:

3.1.1.1. the Deliverables shall be the property of the Customer;

3.1.1.2. Method Grid hereby assigns to the Customer all its rights, title and interest in and to the Deliverables; and

3.1.2. the Customer hereby grants Method Grid a non-exclusive, worldwide, royalty free and sub-licensable licence to use the Deliverables to the extent necessary for Method Grid to provide the Services and perform its obligations under this Agreement.

4. Use of the Deliverables

4.1. The Deliverables are produced for and addressed to the Customer only and no other party may rely on the contents of the Deliverables. Method Grid shall have no liability for Losses suffered as a result of reliance by a third party on the Deliverables.

4.2. As part of the Professional Services, Method Grid may discuss ideas with the Customer orally or show the Customer drafts of the Deliverables for feedback. The Customer shall not rely on any such drafts or oral comments unless and until finalised and confirmed to the Customer in writing to be the final Deliverables. Method Grid shall have no liability for Losses suffered as a result of reliance by the Customer or any third party on such oral comments or draft documents.

4.3. Method Grid shall not be responsible for:

4.3.1. updating any Deliverables to account for events occurring after the date that the Deliverables are prepared and provided to the Customer, unless agreed in writing between the parties and then subject to the payment of any additional charges quoted by Method Grid for making the requested updates; or

4.3.2. assessing the relevance or suitability of the Deliverables for the Customer's purposes.

5. Non-solicitation

The Customer shall not, without the prior written consent of Method Grid, at any time from the date of this Agreement to the expiry of six (6) months after the termination or expiry of this Agreement, solicit or entice away from Method Grid or employ or attempt to employ any person who is, or has been, engaged as an employee or worker of Method Grid in the provision of the Professional Services to the Customer.

6. Bespoke Professional Services change control

6.1. The Customer may propose changes to the scope or execution of the Bespoke Professional Services but no proposed changes shall come into effect until a Change Order has been signed by both parties. A "**Change Order**" shall be a document setting out the proposed changes and the effect that those changes will have on:

6.1.1. the Bespoke Professional Services;

6.1.2. Method Grid's existing charges;

6.1.3. the timetable of the Bespoke Professional Services; and

6.1.4. any of the terms of this Agreement.

6.2. If the Customer wishes to make a change to the Bespoke Professional Services:

6.2.1. it shall notify Method Grid and provide as much detail as Method Grid reasonably requires of the proposed changes, including the timing of the proposed changes; and

6.2.2. Method Grid shall, as soon as reasonably practicable after receiving the information at paragraph 6.2.1, provide a draft Change Order to the Customer.

6.3. If the parties:

6.3.1. agree to a Change Order, they shall sign it and that Change Order shall amend this Agreement; or

6.3.2. are unable to agree a Change Order, the Agreement shall remain unamended and no changes to the Bespoke Professional Services shall take effect.

6.4. Method Grid may charge for the time it spends on preparing and negotiating Change Orders pursuant to this paragraph 6 on a time and materials basis at Method Grid's standard rates from time to time.

7. TUPE

7.1. The parties agree that it is their intention that TUPE shall not apply to transfer the contract of employment of any employee or worker of Method Grid to the Customer on the termination or partial termination of this Agreement or on the conclusion of the delivery of any Professional Services by Method Grid to the Customer.

7.2. In the event that any employee or worker of Method Grid, or the Customer, should allege that TUPE did apply to transfer the contract of employment of any employee or worker of Method Grid to the Customer or any other person in such circumstances, the parties agree that Method Grid be given a reasonable opportunity to propose to such employee or worker that their contract of employment should remain with Method Grid and in such circumstances the Customer shall (to the extent required by law) release such employee or worker to Method Grid.

7.3. The Customer further agrees that it shall take no steps to encourage any such employee or worker to allege that TUPE would apply to transfer his or her contract of employment to the Customer in such circumstances.

Schedule 1 - Specification

Method Grid enables the collaborative capture, sharing, continuous-improvement, delivery and assurance of structured project delivery frameworks, operating procedures and service methodologies (indeed, any form of repeatable best-practice). The developed resources serve as both a centralised knowledge management resource and a live project/process/task management and quality assurance solution.

The solution is adopted by organisations seeking to improve their knowledge management, project/task management and assurance capabilities - as especially relevant for teams who need to deliver to (templated) models of repeatable best practice.

Method Grid partner with quality infrastructure partners to ensure 99.99% availability, solid security features and reliable content backups.

All of our data, and our customer's data, is stored and encrypted in a Digital Ocean Data Centre in London, UK. See here for more on their SLAs > https://www.digitalocean.com/legal

Method Grid aim for 99.99% of uptime over a given month (not including scheduled downtime).

With respect to outages, Method Grid determine which customers were/are affected and notify them by regular emails with respect to the issue and mitigation response/timeline. Significant outages (and our mitigating response) will be messaged additionally through our social media channels. Any maintenance related downtime (affecting the whole platform) is scheduled at quiet hours and Authorised Users are notified well in advance.

Data backup and disaster recovery

All of our data, and our customer's data, is stored and encrypted in a Digital Ocean Data Centre in London, UK.

Backups are taken every three hours - and saved to a different data centre than that which hosts our application. Our disaster recovery plan would allow us to fully restore our infrastructure, and our Customer's data, within two hours.

AI Functionality

All data used in connection with the AI Functionality travels exclusively between the Authorised User's browser and Method Grid's UK-based Digital Ocean web servers, and between these web servers and Microsoft Azure's UK-based AI service. All AI Functionality data is encrypted in transit and at no point is any of the data transferred outside of the UK from Method Grid's web servers. No data is sent to OpenAI for processing or storage, either from Method Grid or from Microsoft Azure (see Microsoft Azure data privacy policy, https://learn.microsoft.com/en-us/legal/cognitive-services/openai/data-privacy?tabs=azure-portal). No Customer Materials are used by Method Grid, Microsoft Azure or OpenAI to train any AI models, meaning that no Customer Materials can leak from one customer's AI request into that of another customer. Each Method Grid customer's AI Functionality data is segregated and is processed solely for the purpose of a single AI request. Microsoft Azure stores AI prompts and generated content securely for up to thirty days in accordance with its abuse monitoring policy and Method Grid stores AI Output securely on its UK-based Digital Ocean servers.

Schedule 2 – Support Services

Authorised Users are supported by a detailed FAQ and video tutorial knowledge base.

As dependent on licence type (professional - or - enterprise) Method Grid provide the following levels of ongoing Authorised User support (as an integral part of the Subscribed Services):

For professional and enterprise packages

(1) Tier 01. Detailed knowledge database covering all aspects of Method Grid features and configuration (FAQ, video tutorials etc.) available as a self-service resource.

(2) Tier 02. Helpdesk (email/webchat) covering unaddressed functionality questions, performance issues and/or unexpected application behaviour.

For enterprise package only

(3) Tier 03. Account Management support. Enterprise package customers are provided, additionally, with a dedicated support/account manager.

Incident response time

Incidents should be reported by The Customer to Method Grid through any of the support channels listed above. An “Incident” means any incorrect functioning of the Subscribed Service that is reproducible, and which results in the failure of the Subscribed Service to operate in full compliance with functionalities set forth in the Service Order. Method Grid shall define the severity classification of the reported incident and shall respond to the incident accordingly to the response time set forth in the table below:

Severity	**Description**	**Response Time**
Critical	Service Unavailability (as defined below).	Immediate but within 2 hours
High	Major functionality in the Subsctibed Service is impacted, or the Subscribed Service performance is significantly degraded, or the Incident is persistent and affects many Authorised Users	Immediate but within 2 hours
Medium	Service performance issue or a material bug affecting some Authorised Users or some functionalities. Reasonable workaround is available.	Within 24 hours
Low	Bug or other technical issue affecting some Authorised Users. Reasonable workaround is available	Within 48 hours

“**Response Time**” means the period between the time of the Incident was reported in full, and the time when an initial acknowledgement was communicated via Method Grid social media channels and/or by sending Customer an email by any Method Grid personnel.

For Critical incidents Method Grid personnel shall work on a resolution 24/7 until such Incident is resolved and Method Grid shall send a status report and/or publish updates by email and/or by any other method designated for such purpose every 2 hours.

Method Grid must be able to reproduce the reported Incident in order to attempt to resolve it. The Customer shall cooperate and work closely with Method Grid personnel to reproduce the Incident, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also,

subject to The Customer’s approval on a case-by-case basic, The Customer may be asked to approve access to their user accounts, computers and/or network, for troubleshooting purposes for the Method Grid personnel.

Changes to this SLA

Method Grid may modify this Service Level Agreement at any time, provided that if Method Grid makes any changes that materially adversely decrease the level of service, then it shall notify The Customer by sending an email.