



SERVICE AGREEMENT

Schedule

Supplier	Mesoform Limited of Wulfstan Street, London, W12 0AH, UK
Customer	
Work Site or Venue (also applies to the definition of Country in clause 1.1.1)	Unless otherwise stated the work will be undertaken at the address of Mesoform Limited in the United Kingdom. Full details of the work site address, otherwise, to be set out in the SOW.
Brief Details of Project (subject to the Statement of Work)	
Start Date	
Term	
Minimum Term	
Rate	£ per month plus disbursements, expenses and VAT as applicable.
Fee	Not Applicable
Payment Details	Monthly invoices. Paid within 7 days of date of invoice and to be paid by bank transfer in UK Pounds (GBP) to account provided on invoice.
Special Terms and Conditions	The Supplier shall execute and comply with the additional intellectual property assignment agreement in Appendix A The Supplier shall execute and comply with the additional marketing assignment agreement in Appendix B

This **SERVICE AGREEMENT** together with its Schedules - ("Agreement") is made and entered by and between Mesoform Limited, registered in United Kingdom with company number 10450860 with registered office at Mesoform, Wulfstan Street, London, W12 0AH (the "**Supplier**")

AND

The Customer as identified in the above Schedule (the "**Customer**")

each, a "**Party**" and, collectively, the "**Parties**".

BACKGROUND

WHEREAS, the Customer engages the Supplier to provide the Services ("**Services**") referred to in clause 2.1 and set out in statements of work ("**Statement of Work**");

WHEREAS, the Customer is of the opinion that the Supplier has the necessary qualifications, experience and abilities to provide services to the Customer and the Supplier is agreeable to providing such services on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained the Supplier and the Customer hereby agree as follows:

1. Interpretation

1.1. Definitions

- 1.1.1. Business Day:** a day other than a Saturday, Sunday and public holiday in UK or such other Country as specified in the Schedule between the hours of 09:00 and 17:00 London, UK time
- 1.1.2. Confidential information:** any data or information relating to the Party that discloses it, whether business or personal, which would reasonably be considered to be private or proprietary to that Party and that is not generally known.
- 1.1.3. Deliverables:** all Documents, products and materials created or developed by the Supplier and its Personnel in relation to the Services in any form.
- 1.1.4. Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- 1.1.5. End Client:** any customer of the Customer who has been explicitly defined in the Special Terms and Conditions of the agreement Schedule
- 1.1.6. Force Majeure Event:** any circumstance or cause beyond a Party's reasonable control and not caused by such Party or its Personnel, including, without limitation, strikes, lockouts, riots, insurrections, civil disturbances, sabotage, embargoes, blockades, acts of war, acts or failures to act of any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact,

communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing.

- 1.1.7. In-House Deliverables:** used within the context of and relating to Deliverables created for the Customer and having direct material value to the Customer and future prospects of Customer, both before and after the engagement of the Supplier.
- 1.1.8. Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up, rights in designs, 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 which subsist or will subsist now or in the future in any part of the world.
- 1.1.9. Mozilla Public License Version 2.0:** the terms of the Mozilla Public License, v. 2.0. as defined at <http://mozilla.org/MPL/2.0/>.
- 1.1.10. Personal Data:** has the meaning given in the General Data Protection Regulation (EU) 2016/679.
- 1.1.11. Personnel:** any directors, managers, officers, shareholders, parent, partner, affiliates, subcontractor, employee, consultant or representative of the Party.
- 1.1.12. Related Company:** in relation to either the Customer or the Supplier, a parent, subsidiary or affiliate of such Party or its ultimate parent company.
- 1.1.13. Services:** the services provided by the Supplier to the Customer pursuant to this Agreement, referred to in clause 2.1, the Schedule and in Statement of Work.
- 1.1.14. Statement of Work (the "SOW"):** the document in the form attached as Schedule to this Agreement that establishes the scope of the Services to be provided by the Supplier.
- 1.1.15. The definitions used in the Schedule shall also apply.**

- 1.2. Clause, Schedule and paragraph headings are for reference purposes only and shall not affect the interpretation of this Agreement.
- 1.3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular may include the plural and in the plural shall include the singular.

- 1.6. A reference to any Party shall include that Party's authorised representatives, successors and permitted assigns.
- 1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8. A reference to **writing** or **written** includes fax and email.
- 1.9. Any words following the terms **including** , **include** , **in particular** , **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Services

- 2.1. **Scope of Services.** The Customer hereby engages the Supplier to provide the Services ("Services"). The Services are set out in full in the SOW.
- 2.2. The SOW (or each SOW) will provide the scope of Services contemplated by this Agreement as well as details regarding resource allocation and payment arrangements. In the event of a discrepancy between the SOW and the terms of this Agreement the terms of the SOW will apply.

3. Communications

- 3.1. The Supplier will provide the Customer with regular updates on the progression of the Services. At a minimum, such updates will be provided by the Supplier to the Customer on the basis coinciding with when the invoices are issued to the Customer.
- 3.2. In addition, upon request from the Customer, the Supplier shall provide within 2 Business Days of the receipt of such request any information related to the current project status and/or attend an ad hoc progress meeting with the Customer.

4. Personnel

- 4.1. The Supplier shall engage properly qualified, trained, certified, and experienced Personnel to provide the Services under this Agreement.
- 4.2. The Supplier may engage one or more subcontractors for any task included in the Services. The Supplier shall notify the Customer in writing of any changes in personnel working on the Customer's project which constitutes a change in subcontractors engaged to provide the Services. The Supplier must provide upon request all agreements and other documentation that regulates the Supplier's relationship with every subcontractor involved in the provision of the Services.
- 4.3. All of the Supplier's Personnel shall be bound by obligations consistent with the provisions of this Agreement, and the Supplier shall be responsible for all acts and omissions of its Personnel.

5. Provision of Materials.

- 5.1. The Customer agrees to provide the Supplier with access to any information, materials and Personnel, which the Supplier may deem necessary for the purpose of providing the Services. This includes (but is not limited to) source code, accounts access details, graphic files, descriptive documents, etc.

6. Commencement and Duration

- 6.1. Where the Schedule or the SOW records that the work being carried out under this Agreement is ongoing and being carried out on Day Rate, time charges or other than for a fixed period then the Term of this Agreement (the “**Term**”) will begin on the Start Date and shall continue in operation until terminated in accordance with clause 12 herein.
- 6.2. Where the Schedule or the SOW identifies that the work being carried out under this Agreement is for a fixed period or defined project, the Term shall be the agreed fixed period or until the completion of the defined project, as the case may be. Time shall not be of the essence for completion of the works. Any estimated completion date is an estimate only and is not to be considered as a hard deadline to be met by the Supplier. The Supplier may notify the Customer of the extension of the estimated completion date at any time without liability to the Supplier.
- 6.3. Each Statement of Work shall be effective when signed by both Parties, and thereafter shall remain in effect until terminated or amended:
- 6.3.1. as provided in the applicable Statement of Work, or
- 6.3.2. in accordance with the terms of this Agreement.
- 6.4. So long as this Agreement is in effect, it shall govern the provision of the Services under any Statement of Work hereunder.

7. Currency

- 7.1. Except as otherwise provided herein, all monetary amounts referred to in this Agreement are in UK Pounds (GBP).

8. Charges and Payment

- 8.1. The Customer shall pay the Fee for the Supplier’s Services, without deduction or setoff. Payment arrangements and the pricing methodology shall be set out in the applicable Statement of Work to this Agreement. The Supplier may charge the Customer for expenses and disbursements incurred in addition to its professional charges as part of the Fee. The Supplier shall invoice the Customer for the Services as required from time to time as agreed, or failing agreement, on the last day of each calendar month.
- 8.2. Invoiced amounts shall be due and payable within 7 days of date of invoice. 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.

- 8.3. Advance payment agreed between the Customer and the Supplier for the Services to be provided in every coming period, shall be transferred prior to any work being started by the Supplier.
- 8.4. VAT/sales tax, as well as any duties and commissions charged by credit card operators or any other financial intermediaries to allow the transfer of fees from the Customer shall be charged to the Customer in addition to the fees described herein.
- 8.5. In the event that the Customer fails to make payment within the invoice due date, the Supplier shall be entitled to charge interest on the overdue amount at a rate of 15% per annum above the base rate for the time being of the Bank of England and/or temporarily halt provision of the Services until such time as the invoice has been paid in full. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Customer shall pay interest together with the overdue amount.

9. Intellectual Property Rights

- 9.1. Unless specifically agreed in writing and by both parties, all Intellectual Property Rights produced from or arising as a result of the performance of this Agreement by the Supplier, so far as not already vested, are or 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. Subject of the terms of the SOW, the Supplier perpetually licenses the Customer to use and exploit the Intellectual Property Rights in connection with its normal business. The Customer is not authorised to exploit the Intellectual Property Rights by reselling or licensing the use of such rights to a third party without the consent of the Supplier. For the avoidance of doubt the Supplier may reuse any software, code or other Intellectual Property Rights in the performance of services for another client and may license the use of such items to that other client, subject to clause 6.2 hereof.
- 9.2. The Supplier shall not duplicate or re-create the overall look and feel of a bespoke solution created for the Customer in connection with work performed for another client without the consent of the Customer. For the avoidance of doubt this does not preclude the Supplier from replicating work in its "house" style or where the solution is materially generic or is not distinctive of the Customer or does not infringe the intellectual property rights of the Customer.
- 9.3. The Customer grants to the Supplier permission to:
- 9.3.1. refer in portfolios and other marketing materials to the association with the Customer,
 - 9.3.2. use the Customer as a reference, publish and speak publicly about the processes and materials developed in the course of the performance of this Agreement, so long as trade secrets or Confidential Information of the Customer are not disclosed without the Customer's consent.

- 9.4. The Supplier hereby irrevocably waives all its moral rights arising out of or in connection with the products of the Services (including the Deliverables) that arise in connection or as result of execution of this Agreement and all rights or forms of protection of equivalent or similar nature or effect which may exist throughout the world in so far as the Supplier may lawfully do so, and agrees to procure the waiver of any such moral rights held by its Personnel or any third parties.
- 9.5. The Customer shall have title to, ownership of, and any proprietary rights in and to any documents, products, or other materials generated as a result of the Services hereunder, only where the SOW specifically records that this is to be the case.
- 9.6. Without prejudice to anything contained herein or elsewhere in the Agreement, the Supplier reserves the right to use in any way it thinks fit any skills, knowledge, ideas, concepts, know-how and techniques in software engineering processes or project management methods acquired by it in performing the Services, where those skills, knowledge, ideas, concepts, know-how and techniques do not constitute Deliverables.

10. Warranties

- 10.1. Each of the Parties warrants to the other that it has full power and authority to enter into and perform this Agreement.
- 10.2. The Supplier warrants to the Customer that:
- 10.2.1. it will provide the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards;
 - 10.2.2. work carried out as part of the SOW will be completed under industry best practices and compliant with any defined policies from the Customer or the End Client.
 - 10.2.3. none of the Supplier's Services or Deliverables nor any development, use, production, distribution or exploitation thereof will infringe any intellectual property or other right of any person or entity in the jurisdiction of England and Wales. It is the responsibility of the Customer to ensure the Services comply with the laws of any other Country;
 - 10.2.4. the Supplier has the full right to allow it to provide the Customer with the assignments and rights provided for herein;
 - 10.2.5. the Supplier shall comply with all applicable laws of the United Kingdom in respect of the requirements of this Agreement, the applicable Statement of Work, and other policies as set forth by the Customer, in the course of the provision of Services;
 - 10.2.6. if the Supplier's work requires a licence, the Supplier has obtained that licence and the licence is in full force and effect.
- 10.3. The Parties agree to inform each other immediately if any statement set forth herein ceases to be true and correct as of any date after the date of this Agreement.

11. Development and Acceptance

- 11.1. This paragraph shall apply where the Supplier is providing Development Work as part of the Services (being the design and development of software or the design and/or implementation of a bespoke intellectual property or information technology solution);
- 11.2. The Supplier shall provide the Services in accordance with any timetable set out in the SOW, or in the absence of a timetable, within a reasonable time in all of the circumstances;
- 11.3. The Customer acknowledges that a delay in the Customer performing its obligations under this Agreement may result in a delay in the performance of the Services, and the Supplier will not be liable to the Customer in respect of any failure to meet the Services timetable to the extent that such failure arises out of a delay in the Customer performing its obligations under this Agreement;
- 11.4. Where the Supplier delivers Services (or part thereof) to the Customer, the Customer shall be deemed to have accepted the Services (or part thereof) upon any of the following occurring:
- 11.4.1. Payment by the Customer;
 - 11.4.2. Installation at the Customer's premises or at the agreed site;
 - 11.4.3. Delivery of the Services (or parts thereof) to the Customer where the Customer has not rejected them within 48 hours of delivery;
 - 11.4.4. Any change or alteration of the Development Work by the Customer after delivery.
- 11.5. The Supplier is required only to deliver Services which can be demonstrated to be operative end to end, in isolation, and not, necessarily, as installed at the Customer's premises or in the Customer's network;
- 11.6. The Customer acknowledges that the Services as supplied by the Supplier may not be free of bugs or other errors. The Customer acknowledges that this will not be a basis on which to reject the Services.

12. Indemnity

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

13. Third Party Liability

- 13.1. The Parties agree that any third parties engaged for the provision of services cannot be held liable or accountable for any issues that may arise as a result of the Supplier or the Customer's non-compliance to any obligation set forth herein.

14. Limitation of Liability

14.1. Notwithstanding anything contained elsewhere herein, in no event will a Party be liable to the other Party under this Agreement for any special, indirect, incidental or consequential damages, including without limitation loss of profits and goodwill, even if a Party has been advised of the possibility of such damages.

14.2. The Parties hereby agree that neither Party's aggregate liability to the other Party in relation to this Agreement shall exceed the amounts paid and/or due during the term of this Agreement. In agreeing this, the Parties recognise that:

14.2.1. The Supplier is a small to medium enterprise with limited resources;

14.2.2. The Supplier cannot or cannot feasibly obtain insurance against claims that might be made for the provision of Services or in connection therewith;

14.2.3. The Supplier would not be able to enter into this Agreement but for the terms of this Limitation of Liability clause;

14.2.4. Therefore, this Limitation of Liability clause is fair and reasonable in the commercial context of the Agreement.

14.3. Nothing in this Agreement shall operate to exclude or limit either Party's liability for:

14.3.1. death or personal injury caused by its negligence;

14.3.2. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

14.3.3. fraud;

14.3.4. the deliberate default or wilful misconduct of that Party, its employees, agents or subcontractors; or

14.3.5. any other liability which cannot be excluded or limited under applicable law.

15. Data Protection

15.1. The Supplier warrants that, to the extent it processes any Personal Data on behalf of the Customer:

15.1.1. it shall act only on instructions from the Customer; and

15.1.2. it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

15.2. The Customer warrants that it has obtained all necessary permissions and consents of any individual data subjects to process and provide to the Supplier their Personal Data in connection with this Agreement.

16. Termination

16.1. This Agreement may be terminated in accordance with the following:

16.1.1. Termination for convenience (Open-Ended Agreements only). Where the Supplier has been retained on an open-ended basis (e.g., on a Day Rate), this Agreement may be terminated by either Party's 60 calendar days' prior written notice to the other Party.

16.1.2. Termination of convenience (Fixed Term Agreements by Customer). Where this Agreement is for a fixed period (as identified in the Schedule or SOW), the

Customer may terminate this Agreement for its convenience by providing 60 calendar days' prior written notice to the Supplier. However, the Customer shall not be entitled to terminate this Agreement for convenience before the expiry of the Minimum Term as specified in the Schedule. In such an event of valid termination for convenience, the Customer shall remain liable to pay the agreed Rate for the entirety of this 60 calendar day notice period, irrespective of whether Services are fully utilised during this period. For the avoidance of doubt, this termination right does not relieve the Customer of any other payment obligations accrued prior to the effective date of termination.

16.1.3. Termination for default. Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party commits a material breach of any other term of this Agreement and this breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so. A material breach includes a failure by the Customer to make any payment or instalment on an agreed date under this Agreement or the SOW.

16.1.4. Termination for insolvency. Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party becomes insolvent, files a voluntary petition of bankruptcy, suffers or permits the appointment of an administrator liquidator or another insolvency practitioner, or becomes subject to any proceedings under bankruptcy or insolvency law in any jurisdiction, or has wound up or liquidated, voluntarily or otherwise or enters in to any compromise with creditors. Should any of the above occur, the Party shall immediately notify the other Party of its occurrence.

16.1.5. Continuation of SOWs. Notwithstanding subsections 16.1.1, 16.1.2, 16.1.3 and 16.1.4 above, this Agreement shall in all cases remain in effect until termination or expiry of all SOW hereunder.

17. Survival

17.1. Any provision of this Agreement that expressly or by its nature contemplates performance or observance subsequent to termination or expiry of this Agreement shall survive termination or expiry of this Agreement and continue in full force and effect.

18. Return of Property

18.1. Upon the expiry or termination of this Agreement, the Supplier shall return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer, within 20 Business Days and upon written request of the Customer.

19. Confidentiality

19.1. The Supplier undertakes not to disclose, divulge, reveal, report or use, for any purpose, any Confidential Information of the Customer which the Supplier has obtained, except as authorised by the Customer. All written, oral, machine-readable or graphic information and materials disclosed or provided by the

Customer to the Supplier under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Supplier.

19.2. The Supplier may subsequently share the Customer's Confidential Information with its Personnel for the purposes consistent with the terms and conditions set out in this Agreement.

19.3. The Customer undertakes not to disclose, divulge, reveal, report or use, for any purpose, any Confidential Information of the Supplier which the Customer has obtained, except as authorised by the Supplier.

20. Non-solicitation and non-circumvention

20.1. The Customer agrees that during the effective period of this Agreement and for a period of 1 year after its termination or expiry, the Customer will not solicit, seek or offer any employment or business cooperation to employees or subcontractors, who were at the time of the effective period of this Agreement, employed by or working or providing Services for the Supplier and were involved in any form or capacity in the performance of this Agreement.

21. Capacity

21.1. In providing the Services under this Agreement, it is expressly agreed that the Supplier is acting as an independent contractor and not as an employee. The Customer and the Supplier acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

22. Force Majeure

22.1. Neither Party shall be liable for any acts or omissions resulting from a Force Majeure Event. The Party affected by an Force Majeure Event, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent that such obligations relate to the performance so prevented, restricted, or interfered with); provided that the Party so affected shall use all commercially reasonable efforts to avoid or remove such cause of non-performance and to minimise the consequences thereof and both Parties shall resume performance hereunder forthwith upon removal of such cause.

23. Notice

23.1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing, in English and delivered by post or via email correspondence to the Parties to this Agreement at the address and email set out in the Schedule.

24. Alterations

24.1. Any amendment or modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement will only be binding if evidenced in writing signed by both Parties.

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

24.3. The Customer may at any time request alterations to the Statement of Work 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.

24.4. 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.

24.5. 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 Statement of Work shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

25. Waiver

25.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

25.2. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

26. Severance

26.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be removed. Any modification to or removal of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

26.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so

that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Assignment

27.1. Neither Party may assign any rights or obligations under this Agreement without the prior written approval of the other Party, such approval not to be unreasonably withheld.

28. Entire Agreement

28.1. This Agreement along with its Schedules constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

29. Counterparts

29.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of that agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

30. Governing law and jurisdiction

30.1. This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

30.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

EXECUTION PAGE

Signed by Gareth Brown for and on behalf of Mesoform Limited

Date:
Title: Director

Signed by for and on behalf of

Date:
Title:

SCHEDULE 1 STATEMENT OF WORK

Name of Supplier:

Mesoform Limited

Business address of Supplier:

Mesoform, Wulfstan Street, London, W12 0AH, UK

Registered company address of Supplier:

Mesoform, Wulfstan Street, London, W12 0AH, UK

Name of Customer:

Address of Customer:

Location of where services are to be rendered:

Mesoform, Wulfstan Street, London, W12 0AH, UK

1. General Terms

- 1.1. This Statement of Work (the "SOW") provides the scope of Services defined in this Agreement as well as details regarding resource allocation and entitlement arrangements.
- 1.2. This SOW is issued pursuant to the Development Agreement ("Agreement") between The Customer and The Supplier, dated and signed on_____.
- 1.3. This SOW is subject to the provisions contained in the Agreement. Any term not otherwise defined herein, shall have the meaning specified in the Agreement.
- 1.4. The **Support Portal** is an online form for raising, and receiving updates on support issues, if so required as part of the agreement. The address is

2. Scope of Services

- 2.1. The Parties acknowledge that the Supplier shall provide the Services on a Time and Materials basis, or as a product or packaged solution, as defined requirements by the Customer in a separate schedule and agreed by the Supplier
- 2.2. The detailed description of the tasks and requirements shall be agreed by the Parties separately (including by using task tracking software, via email

correspondence or other means of electronic communication).

- 2.3. The Supplier, in conjunction with its Personnel, will determine the method, details, and means of performing the work to be carried out for the Customer. The Customer shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. The Customer may, however, require the Supplier's Personnel to observe at all times the security and safety policies of the Customer.

3. Payment Arrangements

- 3.1. The charges payable for the Services shall be calculated according to the following rates:

SERVICES/ DELIVERABLES/ FUNCTIONS	RATE (GBP)
Total	£ + VAT

- 3.2. Invoices shall be issued to the Customer monthly in arrears for services rendered. The Customer shall pay each invoice within 7 calendar days of receipt.
- 3.3. The invoice should also include (if any) the balance from the previous period, calculated as the difference between the amount paid on the previous invoice and the final cost of Services delivered during the corresponding period.
- 3.4. Rates are valid for the period of this SOW. The Parties shall review the rates set forth above and may revise such rates as mutually agreed to in writing, provided that the Supplier agrees that it may request no more than 10% increase in the fee rates during any 12-month period from the preceding 12-month period.
- 3.5. Any reasonable expenses (including travel fees) that are sufficiently documented by the Supplier and are authorised in advance and in writing by the Customer, shall be paid by the Customer.
- 3.6. Notwithstanding a breach of any of the Supplier's obligations under this Agreement if the Customer considers the Deliverables to be provided of a sub-standard quality:
- 3.6.1. a maximum of 15% of the final invoice may be retained by the Customer. In doing so the Customer must allow the Supplier the opportunity to resolve any concerns raised and abide by any conditions described in clause 3.6.2.
- 3.6.2. as referenced in clause 3.6.1, the Customer must allow the Supplier 4 weeks from the date of the final invoice to reconcile the Customer's concerns. The Customer must also provide clear documented evidence which describes why the work is reasonably considered sub-standard and provide such evidence

within 3 days of the date of the final invoice. The document must further state clearly and within reason:

- 3.6.2.1. the expectation the Customer had for the Deliverables;
- 3.6.2.2. the delta between what was delivered and what was expected;
- 3.6.2.3. why the work was expected in such a manner

3.7. Any failure by the Customer to comply with clause 3.6.2 renders clause 3.6.1 void.

3.8. Payment shall be made by BACS for UK transactions or international bank transfer to International Bank Account Number (IBAN) of Mesoform Limited for Customers located outside of the United Kingdom

(Signature block on the next page)

We indicate by our signatures that we accept the Terms and Conditions of this Agreement

Signed by Gareth Brown for and on behalf of Mesoform Limited

Date:
Title: Director

Signed by for and on behalf of

Date:
Title:

APPENDIX A INTELLECTUAL PROPERTY

Intellectual Property Rights of In-House Deliverables

Pertaining to Clause 9.1, the Supplier hereby irrevocably waives all its rights to share or reproduce any Deliverable where the solution is not materially generic or is distinctive of the Customer or infringes already vested intellectual property rights of the Customer or cannot be demonstrated to already exist in some form or another outside of the Customer's material business. All material produced by the Supplier which is not pertaining to be an In-House Deliverable will be created under the Mozilla Public License Version 2.0. For example, all architecture diagrams and documentation relating to the application of specific Customer owned or developed software applications or services will wholly and fully be owned by the Customer.

APPENDIX B MARKETING

Marketing of In-House Deliverables

Pertaining to Clause 9.3, the Supplier shall refrain from publishing any marketing material, presentations, speeches or other such publicly made information about or for the Deliverables without the prior written approval of the other Party, such approval not to be unreasonably withheld. If the Customer fails to respond with a reasonable reason to refuse with 4 weeks of the original request, the request will be considered to be approved for publishing.

APPENDIX C INDEMNITY

Understanding of indirect costs and expenses

Pertaining to Clause 12.1, indirect costs and expenses are those costs not readily identified with a specific project or organisational activity but incurred for the joint benefit of both projects and other activities. They include costs which could be referred to as overhead expenses (for example, costs associated with IT resources running in a Cloud or datacenter environment) and general and administrative expenses (for example, officers' salaries, accounting department costs and personnel department costs) incurred by rectifying problems caused as a result of a breach.