

Northdoor plc (“Northdoor”) General Terms and Conditions for the provision of Colt™ services and supplies

These General Terms and Conditions (“GTC”) shall apply to any provision of Colt™ service and/or sale of equipment (“service”) by Northdoor plc (“Northdoor”) to customer (“Customer”). Customer’s business terms are expressly excluded.

1. Order and Term

- 1.1 An order comprises Order Confirmation, an order form, any service description, service level agreement, applicable service specific terms and these GTC (“Order”). In case of conflict between documents they shall take precedence in the listed order above.
- 1.2 Northdoor’s confirmation means either (a) a notice from Northdoor confirming that it accepts the relevant Order form, or (b) a notice communicating the expected installation date, or (c) the Order form itself with Northdoor’s counter-signature (“Order Confirmation”).
- 1.3 The Order takes effect on the date of Order Confirmation. Unless stipulated differently in the Order, the initial term of service shall be 12 months from the date that the service is ready for use as communicated by Northdoor to Customer (“RFU Date”) or, if earlier, the date Customer starts using the service other than for testing purposes (“Initial Term”) and shall continue indefinitely unless terminated in accordance with clause 9.

2. Charges

- 2.1 Charges will be set out in the Order; if not, the current standard charges of Northdoor apply. If a third party is required for the delivery of a service, the third party costs, which are incorporated in the charges, are subject to survey of the relevant site or review or confirmation by the third party provider. Such survey, review or confirmation may result in a change to the costs. Any such change will be passed on to Customer in its entirety as part of the charges.
- 2.2 All charges stated on the Order will be exclusive of VAT unless specified otherwise.
- 2.3 Northdoor may charge Customer interest on overdue sums at the annual rate of 4% above the base lending rate of the Bank of England from time to time, such interest to accrue daily.
- 2.4 Northdoor may revise the charges for the provision of services agreed in the Order at any time after the expiry of the Initial Term providing Customer with 30 days’ notice prior to the revision taking effect.
- 2.5 Charges may be changed at any time in order to comply with any change of mandatory law or regulations.

3. Payment

- 3.1 Payment shall be due 30 days after the date of invoice.
- 3.2 Invoices are deemed accepted if not disputed, with detailed evidence of the dispute, within 30 days of the date of the invoice.

- 3.3 Northdoor may limit how much Customer can, in total, be in debt to Northdoor (“Credit Limit”).

4. Fraud

Customer shall not use the service for any fraudulent or unlawful purposes, nor allow others to do so whether arising in connection with Customer’s equipment or otherwise. Customer is solely responsible for any fraud that occurs and any charges arising as a result. Northdoor has no responsibility or liability over the configuration, use or operation of Customer’s equipment unless Northdoor has expressly agreed otherwise in writing.

5. Suspension of Delivery

Northdoor may, without prejudice to any other right or action it might have, suspend the services: (a) on giving 7 days’ prior notice (or longer if required by law) if Customer does not pay an invoice when due or is in breach of any other term of the Order, or (b) immediately if Customer’s Credit Limit is exceeded or the service is used, or Northdoor reasonably suspects the Service is being used, for fraudulent or unlawful purposes.

6. Delivery

- 6.1 The service will be deemed accepted from the RFU Date or, if earlier, the date Customer starts using the service other than for testing purposes, unless Customer notifies Northdoor in writing within 5 working days of the RFU Date with reasons explaining why the service is not ready for use.
- 6.2 Customer shall provide Northdoor and Colt™ with access and reasonable co-operation and/or make sure that third parties provide Northdoor and Colt™ access to all sites and reasonable co-operation, on reasonable terms in each case, necessary for Northdoor and Colt™ to provide the services, including to install any of Northdoor’s or Customer’s equipment. Northdoor may require Customer to provide written evidence of its right to access such sites.
- 6.3 If Northdoor accepts within its sole discretion to defer the delivery of service upon Customer’s request, there shall be no change in the installation and service charges being incurred from the RFU Date.
- 6.4 Property and title to Northdoor’s and Colt™ equipment installed at Customer’s or third party’s site for the provision of service remains with Northdoor and Colt™ and Customer shall apply, and shall ensure any such third parties apply, reasonable care and comply with any reasonable instructions which Northdoor may issue in relation to it.

Where equipment is sold risk shall pass to Customer on delivery. Northdoor retains property and title until it receives full payment of the due purchase price.

7. Warranty and Service Levels

- 7.1 Northdoor warrants that the service shall be provided in accordance with the Order using reasonable skill and care.
- 7.2 In case of the service not fulfilling the contractually agreed requirements: (a) Northdoor shall remedy the service for the future in accordance with the SLA or, in the absence of a SLA, within a reasonable period, and (b) Customer may claim service credits in accordance with the SLA.
- 7.3 Where equipment is sold, Northdoor will endeavour to pass onto Customer the benefit of any warranty (if any) Northdoor receives from its supplier of the equipment.

8. Intellectual Property

Customer is not granted any intellectual property rights unless otherwise expressly agreed in writing by Northdoor.

9. Termination

- 9.1 Either party may terminate the service at the end of a calendar month by giving 90 days' prior written notice to take effect no earlier than the end of the Initial Term. Customer has to pay the charges until the termination of the services in accordance with this clause 9.
- 9.2 Either party may terminate the service in whole or in part immediately by giving notice in writing: (a) if the other party breaches any material term of the Order (including non-payment of charges by Customer when due) and, if the breach is capable of remedy, fails to remedy the breach within 30 calendar days upon written notice to do so, or (b) if the other party is threatened to become insolvent, becomes insolvent or ceases business.

10. Limitation of Liability

- 10.1 Northdoor and its affiliates' annual aggregate liability for any claim, loss, expense or damage arising from a breach of this Order, statutory breach or tortious act shall be limited to 100% of the charges actually paid to Northdoor under this Order in the contractual year of the Order in which the event giving rise to the liability occurs.
- 10.2 Northdoor and its affiliates shall not be liable for any direct or indirect: loss of profits; loss of revenue; loss of anticipated savings; loss of business opportunity; loss of goodwill or injury to reputation; or loss of, damage to or corruption of data.
- 10.3 Northdoor and its affiliates shall not be liable for any indirect and consequential loss.
- 10.4 Service credits shall be Customer's sole remedy for a breach of the SLA.
- 10.5 The limitations in this clause 10 shall apply regardless of whether Northdoor and its affiliates have been made aware of such losses.

11. Force Majeure

- 11.1 Neither party shall be liable for any event beyond its reasonable control such as but not limited to fire, flood, unusually severe weather, war, warlike circumstances, civil or military authority, strikes, lockouts, general network outage, government action, or any other event considered Force Majeure under law ("Force Majeure").
- 11.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Order by a Force Majeure event, such obligation will be suspended

while the Force Majeure event continues and neither party will be deemed to be in breach of such obligations.

- 11.3 If the Force Majeure event lasts longer than 30 days either party shall be entitled to terminate the Order immediately.

12. Data Protection

- 12.1 Northdoor shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data (as defined by law) and shall comply with such other applicable data protection legislation as may be in force at the time.
- 12.2 Northdoor may use affiliated companies and third parties located outside the European Economic Area ("EEA") to deliver the service for the Order.
- 12.3 Customer hereby authorises Northdoor: (a) to process personal data obtained from Customer, and, where applicable, (b) to export such personal data outside the EEA and to sub-contract affiliated companies or third parties located outside the EEA for processing such personal data, in order to fulfil its obligations under the Order.

13. Confidentiality

- 13.1 "Information" means any information, data, practical know-how and documentation which receiving party receives from disclosing party except that which: (a) is in the public domain, and/or (b) was contained in documents rightfully known to receiving party prior to receiving same from disclosing party, and/or (c) receiving party lawfully received from a third party without that third party's breach of agreement.
- 13.2 Receiving party shall not disclose, or permit access to, any portion of the Information to any person except: (a) if such person is an agent, sub-contractor, affiliate, auditor, professional advisor of receiving party and has a reasonable need to know the Information and such person is legally bound by similar confidentiality provisions to those contained in these GTC, or (b) if necessary to comply with legal or regulatory obligations.
- 13.3 This clause 13 shall continue to apply for a period of 5 years after expiry or termination of the Order.

14. Miscellaneous

These GTC may be modified only in writing signed by both parties and are governed by the law of, and subject to the exclusive jurisdiction of the courts of, the country or territory where Northdoor is registered.