



## *General Terms and Conditions of Sale of Cloud Products and Services for Northdoor plc*

### 1. Definitions

In these Terms and Conditions the following expressions shall have the following meanings:

**"Northdoor"** means Northdoor plc, Bentima House, 168-172 Old Street, London EC1V 9BP. Registered in England and Wales No: 02192480

**"Customer"** means the person, firm or company ordering the Products

**"Hardware"** means any computer hardware

**"Software"** means any computer software whether embodied in ROM, RAM, firmware or on disk, tape or other media.

**"Services"** means the products and services we supply to you as detailed in the Service Agreement.

**"Delivery Date"** means the date of commencement of services and/or delivery of product.

**"Products"** means the Hardware and/or Software and/or Cloud Services ordered by the Customer from Northdoor from time to time, including (where the context so admits) any individual Product.

**"Product"** means any individual item or items comprising the Products and/or Software and/or Cloud Services which are identified in any Contract of Sale incorporating these Terms and Conditions with a serial number, product code or other designation.

**"Intellectual Property"** means copyright, patent, trade-marks, service marks, registered designs, know-how, confidential information, trade or business names or other similar rights together with applications for any of the foregoing

**"Licence Agreement"** means any Licence Agreement accompanying or applying to the Products

**"Service Fee"** means the fee payable by you to us, for the Services, which is made up of the Subscription Fee and any applicable Usage Fee.

**"Act"** Means the Data Protection Act, 2018

## 2. Purchase and Sale

All orders for the products (as defined above) submitted by the customer to Northdoor and accepted by Northdoor shall be subject to the following terms and conditions which shall form part of and govern any contract of sale made between Northdoor and the customer ("The Contract"). Acceptance by the customer of any estimate or quotation for the products issued by Northdoor shall be deemed to be acceptance of these conditions of sale. Any terms or conditions to the contrary contained in any purchase order, or other document whatsoever issued by the customer shall be void and of no effect. No waiver of or amendment to these terms and conditions shall be effective unless made in writing and signed by both parties.

Northdoor agrees to sell and the Customer agrees to buy the "Products" and "Services" upon the terms and conditions set out below.

## 3. Microsoft Cloud Agreement

Before Northdoor can place an order on the Customer's behalf, the Customer must confirm acceptance of the Microsoft Customer Agreement which can be found here:

<https://www.microsoft.com/licensing/docs/customeragreement>

## 4. Payment

- 4.1 In return for us agreeing to provide you the non-exclusive, non-transferable right for you to access and use the Products and Services subject to these Terms, you agree to pay us the Service Fee.
- 4.2 The Service Fee is exclusive of VAT and all other taxes and/or duties relevant to the "Products" and/or this transaction.
- 4.3 Service Fees for some Products and Services will be charged in arrears, based on actual Usage for the Month. Fees for all other Products and Services will be charged and invoiced in the Month of service based on a "snapshot" of data, which is taken during the Month, and is applied to the whole Month.
- 4.4 The Customer accepts that Fees for any and all services may fluctuate during the charging period.

- 4.5 The Customer agrees to a monthly spending limit which shall not be breached without our consent. We reserve the right to stop or suspend services if the monthly spending limit is breached. The monthly spending limit may be reviewed upon request and increased subject to our agreement.
- 4.6 Payment on the due date is of the essence of this Agreement and if the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Northdoor, Northdoor shall be entitled to:
- a) cancel the Agreement or suspend services to the Customer;
  - b) appropriate any payment made by the Customer for any part of the Products (or such of the products supplied under any other contract between the Customer and Northdoor) as Northdoor may think fit (notwithstanding any purported appropriation by the Customer); and
  - c) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 5 per cent per annum above the Lloyds Bank Base rate published from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## **5. Product Warranties and Limitation of Liability**

- 5.1 Subject to your compliance with the Terms, we warrant the Services will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks which are allocated to them.
- 5.2 We do not warrant that the Services will be error free or uninterrupted.
- 5.3 Save as aforesaid all other warranties, conditions or representations, express, implied statutory or otherwise are expressly disclaimed by Northdoor and Northdoor shall not be liable for loss or damage or injury of any kind whatsoever (including without limitation any consequential losses) howsoever caused and whether or not arising from the negligence of Northdoor, its employers sub-contractors or agents EXCEPT where:-
- a) death or personal injury is caused by the negligence of Northdoor, OR
  - b) where damage to property results directly from the negligence or Northdoor in which case Northdoor's liability shall be limited to £500,000.00 per incident or series of connected incidents
- 5.4 Northdoor's employees or agents are not authorised to make representations concerning the Products unless confirmed by Northdoor in writing. In entering into this Agreement the Customer acknowledges that it does not rely on, and waives any claims for breach of, any such representations which are not so confirmed.

## **6. Confidentiality and Intellectual Property**

- 6.1 Each party agrees to the other not to disclose to any person, except information required in order to perform the Services, all confidential information (written or oral) concerning the business and affairs of the other. This included information that has been obtained or received from the other party, with the exception of information which is:
- a) trivial or obvious;
  - b) already in the possession of the receiving party other than as a result of a breach of this clause;
  - c) in the public domain other than as a result of a breach of this clause;
  - d) disclosed or used in accordance with the other party's prior written approval;
  - e) required to be disclosed by law, court order or any governmental or regulatory authority.
- 6.2 Each party agrees that it will take any necessary steps to ensure compliance with this clause 8 by its employees, authorised agents and sub-contractors.
- 6.3 Nothing in these Terms will transfer any Intellectual Property to you in the software, materials, documents or items we prepare, produce or supply in connection with the Services.
- 6.4 This clause 7 will survive the termination of the Services Agreement howsoever caused.
- 6.5 All Intellectual Property in the Services belong to us or our respective licensors and that you have no right, title or interest in or to such Intellectual Property other than as expressly set out in these Terms or as permitted by law.
- 6.6 You shall indemnify and hold us harmless against any cost, losses, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from your use of the Services including the infringement of any third party Intellectual Property or right of confidentiality, provided that:

- a) we give prompt notice of any such claim;
- b) we provide, at your expense, reasonable cooperation in the defence and settlement of the claim; and
- c) you have sole control of the defence and settlement of the claim.

6.7 We will defend, or at our option settle, any claim or suit brought against that the Services infringe any third party's Intellectual Property or right of confidentiality and we shall indemnify you against any award amounts awarded against you in judgement or settlement of such claims provided that:

- a) you give us prompt notice of any such claim;
- b) you provide, at our expense, reasonable cooperation in the defence and settlement of the claim; and
- c) we have sole control of the defence and settlement of the claim.

6.8 In defence or settlement of any claim we may procure the right for you to continue using the Services or replace or modify them so that they become non-infringing.

6.9 This clause 7 sets out your entire remedies for infringement of any Intellectual Property or right of confidentiality.

## **7. Free Accounts**

Where you use a free account or trial account, we allow you to use the Service free of charge up to the limitations specified on the package on offer. We reserve the right to terminate the account at any time, with or without notice.

## **8. Termination**

8.1 Notwithstanding anything else contained in these Terms and Conditions, the Contract may be terminated:-

- a) by either party forthwith on giving notice in writing to the other if the other commits a material breach of any term of the Contract and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the other party so to do, to

remedy the breach (such request to contain a warning of such party's intention to terminate); or

- b) if the Customer shall make default in making payment for any of the Products supplied by Northdoor, or shall give notice to its creditors of any of them that the Customer has suspended or is about to suspend its business or payment of its accounts, or if the Customer shall be unable to pay his debts or have no reasonable prospect of being able to pay his debts, or shall be unable to pay his debts or being a Company shall be unable to pay its debts within the meaning of the section 123 of the Insolvency Act 1986, or if an order shall be made or an effective resolution passed for the winding-up of the Customer (other than for the purpose of and followed by a re-construction or amalgamation), or if an administrator, receiver or manager, or administrative receiver shall be appointed of the whole or any part of the undertaking or assets of the Customer then, and in any such case, Northdoor shall have the right, without prejudice to any other right or remedy available, to suspend or terminate the services, to enter the Customer's premises and repossess the Products or any of them, and shall have the right to dismantle any machinery product or item or equipment into which the Products or any of them have been incorporated and the Customer shall be responsible for all Northdoor's costs and expenses in connection with so doing.

8.2 On termination of the Contract:

- a) you shall immediately cease to use the Services, and deliver to us all software, hardware (in good working order), materials, documentation and items provided under this Agreement at your own cost; and

- b) data within the Service(s) will be unavailable to you and will be deleted.

8.3 Any termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue to force on or after such termination.

**9. Data Protection**

9.1 The Customer and Northdoor agree that the processing of Personal Data pursuant to this agreement shall be carried out by Northdoor as a data processor as follows:-

- a) The subject matter and duration of the processing shall be as set out in this Contract; and

b) The nature and purpose of the processing shall be as set out in this Contract.

- 9.2 Northdoor shall process personal data only on documented instructions from the Customer (which shall include, without limitation, any processing required to be carried out under the terms of this agreement) including with regards to any transfer of personal data outside the UK, unless required by any domestic or European Union legal requirement to which Northdoor is subject in which case Northdoor shall, unless prohibited by law, inform the Customer before carrying out such processing.
- 9.3 Northdoor shall ensure that any employees, sub-contractors, consultants or others authorised by it to process personal data are subject to obligations of confidentiality.
- 9.4 When processing personal data Northdoor shall take all appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction, disclosure or damage.
- 9.5 Notwithstanding any other provision of this agreement, Northdoor shall not sub-contract any processing of personal data under this agreement without the prior written agreement of the Customer. To the extent that any such sub-contracting is authorised pursuant to this clause Northdoor shall comply with the provisions of the data protection legislation in force from time to time in respect of any such sub-contracting.
- 9.6 Northdoor shall, to the extent reasonably practicable taking into account the nature of the processing of the relevant personal data, assist the Customer by taking appropriate technical and organisational measures to assist the Customer to fulfil its obligations to respond to requests for the exercise of the rights of data subjects pursuant to Chapter III of the Act.
- 9.7 Northdoor shall assist the controller in ensuring compliance with the data security requirements set out in Articles 32 to 36 of the Act taking into account the nature of the processing of the relevant personal data and the information available to Northdoor.
- 9.8 Upon termination of this agreement for any reason, Northdoor shall, at the request of the Customer, either return or destroy the personal data (at the option of the Customer) save to the extent that Northdoor is required by domestic or European Union law to retain such personal data.
- 9.9 Northdoor, shall at the request of the Customer provide the Customer with all necessary information required by the Customer to allow it to demonstrate compliance with the obligations in relation to the appointment of data processors set out in Article 28 of the Act and shall allow for and contribute to data protection audits carried out by the Customer or its nominated auditor.
- 9.10 Northdoor shall notify the Customer immediately if it believes that any instructions from the Customer to provide information pursuant to clause 9.9 violate the Act or any other domestic or European Union law.

- 9.11 You agree that we may provide the Suppliers with your contact details for the purpose of delivering the Services.
- 9.12 You will obtain all necessary consents to enable you to submit Individual Information to us (whether in the Content or otherwise).
- 9.13 You will have in place appropriate technical and organisational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure of or access to any Content that contains Individual Information.
- 9.14 You will have adequate security measures to ensure that unauthorised persons will not have access to the Individual Information and that any persons you authorise to have access to the Services will respect and maintain the confidentiality and security of the Individual Information.

## **10. Force Majeure**

- 10.1 Northdoor shall not be responsible or liable to the Customer in any way or failure or delay in performance of any of its obligations under this Agreement caused by act of God, fire, flood, war, strike, industrial dispute, governmental action or regulations failure or delay in obtaining raw materials utilities machinery or facilities, or for any other cause whatsoever beyond Northdoor's control. In the event that delivery is delayed for any such reasons the Delivery Date shall be postponed by a period equal to such delay and the provisions of this Agreement shall be amended accordingly but without otherwise relieving the Buyer of its obligations.

## **11. Assignment**

This Agreement is personal to the Customer who shall not be entitled to assign its rights or obligations hereunder without prior written consent of Northdoor which consent may be withheld at Northdoor's discretion until the full Purchase Price has been paid to Northdoor hereunder.

## **12. Miscellaneous**

- 12.1 No forbearance indulgence or relaxation on the part of Northdoor in enforcing any of the terms and conditions hereof or the granting of any time shall in any way affect diminish restrict or prejudice the rights or powers of Northdoor hereunder or operate as or be deemed to be a waiver by Northdoor of any breach hereof.

- 12.2 This Agreement shall be governed and construed in accordance with English Law and the parties hereby submit to the jurisdiction of the High Court of Justice in England.
- 12.3 If any provision shall be held to be invalid, illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not be in any way effected or impaired thereby.
- 12.4 This Agreement constitutes the entire understanding between the parties hereto and supersedes all proposals and all previous communications agreements and understanding between them relating to the subject matter hereof. No alteration modification or waiver hereof shall be valid unless in writing signed by authorised officers to both parties hereto.
- 12.5 The marginal headings to clauses in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.
- 12.6
- a) Each notice, request demand or other communication to be given by a party pursuant to this Agreement shall be validity given if it is in writing addressed to the other party as its office mentioned above or at such other address as may be notified for this purpose.
  - b) Any such notice, request, demand or other document to be given shall be given i) upon completion of transmission (if given by facsimile or other electronic communication) or ii) when left at the address of the relevant party mentioned above or three days after posting by first class mail addressed as required above, if given by letter.
- 12.7 Any typographical, clerical or other error or omission in any quotation, acceptance of offer, invoice or other document or information issued by Northdoor shall be subject to correction without any liability on the part of Northdoor.

Signed and accepted on  
behalf of Customer:

Signed: .....

Print name: .....

Position: .....

Date: .....

Signed and accepted on  
behalf of Northdoor plc:

Signed: .....

Print name: .....

Position: .....

Date: .....