



General Terms and Conditions of Business for Northdoor plc Software Services

1. Definitions

"Northdoor" means Northdoor plc, Barbican Citygate, Bentima House, 168-172 Old Street, London EC1V 9BP. Registered in England and Wales No: 2192480.

"Customer" means the person, firm or company ordering the Services

"Contract" means these General Conditions together with the Schedules and Attachments hereto.

"Service" means such work to be performed and such things which Northdoor will deliver under the terms of the Contract as described in Schedule 1.1 **DESCRIPTION OF THE SERVICE**. All programs, documentation and other material to be delivered to the Customer shall be written to Northdoor standards unless otherwise expressly agreed.

2. Scope of Work

Northdoor will provide the items specified in Schedule 1.1 **DESCRIPTION OF THE SERVICE**. All programs, documentation and other material to be delivered to the Customer shall be written to Northdoor standards unless otherwise expressly agreed.

3. Charges

Subject to the terms and conditions of the Contract the charge to the Customer for the provision of the Service will be the Price specified in Schedule 1.2. **CONTRACT PRICE/PAYMENT SCHEDULE.**

All prices are exclusive of Value Added Tax which will be paid additionally by the Customer.

4. Payment Terms

The method of payment of the Price shall be in accordance with Schedule 1.2 **CONTRACT PRICE/PAYMENT SCHEDULE.**

All payments are payable within 30 days of the due date(s), which in respect of the Price are the date(s) specified in Schedule 1.2 and in respect of all other charges, the date of the invoice.

5. Timescales

All dates quoted by Northdoor for delivery and completion of any stage of the Service shall be extended by a reasonable period if delay is caused by any act or omission of the Customer, its servants or agents or by any cause beyond Northdoor's reasonable control. Northdoor will use all reasonable endeavours to secure delivery and completion by such quoted dates.

Should Northdoor incur extra costs or the extent of the services be increased by reason of any delay, variation, interruption or suspension of work arising from any act or omission of the Customer, its servants, agents or sub-contractors, or delay or failure by the Customer to comply with any of its obligations contained in the Contract such extra costs may be added by Northdoor to the Price and shall be paid by the Customer accordingly. Such extra costs shall be due and payable when they have been calculated by Northdoor and invoiced to the Customer.

6. Variation of Service

The Customer may at any time request and Northdoor may at any time recommend changes in the Service. Northdoor will advise the Customer of the likely impact of any requested or recommended changes on the Price and timescales for the Service and other relevant matters. Until such time as any change is agreed in writing, Northdoor will, unless otherwise agreed, continue to perform and to be paid for the Service as if such change had not been requested or recommended.

The parties will respond in writing to, or will meet to discuss, any requested or recommended change as soon as practicable, and in any event within 5 working days following receipt of the request or recommendation.

Northdoor may charge for costs and expenses incurred in respect of investigating the effect of implementing a change requested or authorised by the Customer, whether or not subsequently implemented.

7. Staff

The assignment of any named person is subject to their availability.

The Customer and Northdoor will, before commencement of the Service, each nominate an authorised representative who will be the prime point of contact between the Customer and Northdoor on matters relating to the Service.

8. Customer's Responsibilities

The Customer will be responsible for providing, free of charge, as and when required by Northdoor those items, facilities and equipment notified by Northdoor as being required to perform the Service, including those specified in Schedule 2 **CUSTOMER'S RESPONSIBILITIES**.

The Customer shall provide Northdoor promptly with all information concerning its operations and activities relevant to the Service (and the Customer is responsible for ensuring that such information is accurate and complete in all respects), answers to queries, decisions and approvals required by Northdoor in connection with the Service. Northdoor's staff shall have the right of access to the Customer's staff and premises at all reasonable times throughout the duration of the Service.

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 subcontract 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 GDPR.
- 9.7 Northdoor shall assist the controller in ensuring compliance with the data security requirements set out in Articles 32 to 36 of the GDPR 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 GDPR 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 GDPR or any other domestic or European Union law.

10. Copyright

The copyright and all other proprietary rights whatsoever in all computer programs, documentation and other material arising from the provision of the service shall be ceded to the Customer.

Northdoor retains the right to re-use any techniques or skills acquired during the provision of the service.

11. Acceptance

Acceptance of any part of the Service shall occur or be deemed to occur:-

- i) on the date the acceptance criteria thereof as specified in Schedule 3(1) **ACCEPTANCE CRITERIA** have been successfully completed, or
- ii) the date such part of the Service or an element thereof is used by the Customer for operational purposes, as specified in Schedule 3(2) **ACCEPTANCE CRITERIA**,

Upon acceptance Northdoor shall be deemed to have discharged all its obligations and Northdoor shall have no further liability, including for the consequences of any use which the Customer makes of anything provided by Northdoor as part of the Service, except for such liabilities expressly specified in the contract to continue after Acceptance.

12. Warranty

Northdoor warrants that the service will be performed by competent persons exercising skills appropriate to their function and Northdoor undertakes to remedy free of charge to the Customer any faulty work arising from a failure to exercise such skills which is reported to Northdoor in writing within 90 days after acceptance in accordance with Condition 11 of the applicable part of the Service. Provided Northdoor rectifies such faulty work, by repair or replacement at Northdoor's option, within a reasonable period of time then Northdoor shall have no other liability of any kind in respect of or arising from any faulty work.

If Northdoor fails to perform its obligations under this Condition then the provisions of Condition 14 shall apply.

If a defect is found upon investigation not to be Northdoor's responsibility Northdoor may charge the Customer forthwith for all costs and expenses incurred by Northdoor in consequence of such investigation.

Northdoor shall not be liable to remedy any defect or default arising from or caused by any modification made to any part of the Service or the related

equipment by persons other than Northdoor without Northdoor's prior written consent.

13. Limitation of Liability

Except as provided in Condition 12 and this condition 13 neither Northdoor nor its employees, agents and subcontractors shall be under any liability, whether in contract, tort, breach of statutory duty or otherwise whatsoever including without limitation for any injury, damage, expense or loss of any kind whatsoever resulting from the supply of the Service, any defects or from any work done under or in connection with the Contract. Northdoor shall indemnify the Customer against liability for personal injury (including death) or for direct physical damage to the Customer's tangible property to the extent that it results from the negligence of Northdoor, its employees or sub-contractors in connection with the Contract.

Northdoor shall not be liable for any indirect or consequential losses, damage, injury, costs or expenses of any kind whatsoever including economic loss such as loss of production, loss of profits or of contracts.

Northdoor's total liability under or in connection with the Contract (whether in contract, tort or otherwise) is limited in respect of each event or series of connected events to:-

- i) £1,000,000 in respect of physical damage to or loss of tangible property.
- ii) In any other case not falling within i) above (and excluding negligence resulting in death or injury for which no limit applies) 100% of the Price paid to Northdoor in respect of the supply.

14. Indemnity

Northdoor indemnifies the Customer against final judgment or settlement made by Northdoor for infringement of third party United Kingdom patents, copyrights and registered designs (effective as at the date of the Contract) which arises out of Customer's use of anything which Northdoor supplies, provided that the Customer:-

- i) notifies Northdoor promptly if any infringement is alleged, and
- ii) makes no admission without Northdoor's written consent, and
- iii) assists Northdoor at Northdoor's expense to conduct all negotiations and litigation.

Northdoor may vary the Service to avoid actual or foreseen infringement provided that such variation does not adversely affect the functionality of the system.

The Customer reciprocally indemnifies Northdoor in relation to anything which the Customer does or supplies and in relation to anything which Northdoor uses at the request or with the consent of the Customer.

15. Confidentiality

Northdoor and the Customer each undertake throughout the duration of the Service and for a period of five years thereafter not to disclose except on a need to know basis any matters identified by the other party as commercially confidential, and will make known to its personnel and any third party to whom any such matter is disclosed the confidential nature thereof. This obligation of confidentiality will cease to apply to matters which are or become public knowledge for reasons other than breach of this Condition.

16. Non-Solicitation

Northdoor and the Customer each undertake throughout the Service and for a period of six months thereafter not to canvass nor solicit for direct or indirect employment any employee of the other party contributing to the Service, nor proceed with any approach made by or on behalf of any such employee, unless the prior written consent of the other party is obtained. The provisions of this clause shall not apply in the event that Northdoor ceases to trade.

17. Termination

If either party breaches the Contract (including by failure to pay any charge due) and fails to rectify the breach within fourteen days of receiving written notice from the injured party, or commits an act of bankruptcy or goes or is put into liquidation (except solely for amalgamation or reconstruction) or if a receiver is appointed over any part of the party's business, the other party may (even if previously it has waived its rights) terminate or at its option suspend the Contract forthwith on written notice. Exercise of rights or remedies of the injured party will be without liability for any loss or damage suffered by the party in breach. The appointment of an administrator shall not, by itself, be considered reason for termination.

18. Force Majeure

Neither party shall be liable for any delay or failure to meet its obligations under the Contract due to any cause outside its reasonable control.

19. Severability

If any part, term or provision of the Contract, not being of a fundamental nature, be held illegal or unenforceable, the validity or unenforceability of the remainder of the Contract shall not be affected.

20. General

All notices required or permitted to be given under the Contract shall be in writing and shall be sent by recorded letter or delivered by hand to the registered office address or such other address as the receiving party may from time to time designate.

The failure of either party at any time to enforce any provision of the Contract shall in no way affect its right thereafter to require complete performance by the other party, nor shall the waiver of any breach of the provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself. Any waiver to be effective must be in writing.

The contract shall be construed in accordance with and governed by the Law of England and each party agrees to submit to the exclusive jurisdiction of the English Courts. The Contract may only be modified by written agreement signed by duly authorised persons on behalf of the Customer and Northdoor.

Signed and accepted on behalf of the Customer

Signed:
Print name:
Position:
Date:

Signed and accepted on behalf of Northdoor plc:

Signed:
Print name:
Position:
Date:

SCHEDULE 1

1.1 DESCRIPTION OF THE SERVICE

Systems Design, Programming, Consultancy and Support

1.2 CONTRACT PRICE/PAYMENT SCHEDULE

The Service will be provided at daily rates, to be agreed by both parties prior to the commencement of the service. Rates for services may vary, and any such agreed variation will be notified to the Customer before the effective date of such variation.

Northdoor will invoice the Customer monthly in arrears in respect of services provided. Timesheets will be made available on request for verification. If, through no fault of Northdoor, any service takes more time to provide than the estimated times, Northdoor reserves the right to charge for the extra work at the prevailing rate.

1.3 TIMESCALES

The work will be carried out at times agreed between the Customer and Northdoor.

SCHEDULE 2

CUSTOMER'S RESPONSIBILITIES

The Customer shall be responsible for providing without charge to Northdoor and Northdoor's sub-contractors as and when required the following:-

- a) Access to computer equipment and office facilities at the offices of the Customer.

SCHEDULE 3

ACCEPTANCE CRITERIA

1. For software services managed by the Customer's staff, the Customer will be responsible for designing and carrying out acceptance trials, with Northdoor's assistance where this is deemed appropriate by both parties.
2. For software services managed by Northdoor on behalf of the Customer, Northdoor will agree an acceptance plan with the Customer, which the Customer will sign off on successful completion.