TERMS AND CONDITIONS – New Implementations 26/03/2026

Agreed terms:

1.   Definitions and Interpretation

1.1   In the Contract, unless the context otherwise requires, the following expressions have the following meanings:

Acceptance Retests	means the retests to be agreed in accordance with Condition 7, to be carried out in the event of Defects as set out in Condition 7
Acceptance Tests	means the tests to be carried out on the System prior to the Cutover Date
Business Day	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London
Business Requirements	means the technical and functional specification of the System, so far as it is set out in the scope of the Statement of Works and Project Log
Change Request / Change Control	means a request for a change to the Services made by either Nolan or the Client using the **Change Control** process in Condition 4
Commencement Date	the date given in the Contract Details for the start of Services
Confidential Information	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such)

Registered Office:
Cedar House, Ancells Road
Fleet, Hampshire
GU51 2UN

Registration Number: 02305512
VAT Registration Number: 492-9225-18

info@nolanbusinesssolutions.com
www.nolanbusinesssolutions.com

Offices locations:
Fleet: +44(0)1252-811-663
Edinburgh: +44(0)131-247-6740

Configuration	means using the standard features of Software such as menus, options, inbuilt tools as far as possible
Customisation	means using tools provided by the Software provider or other third party
Cutover Date	the date in the Project Plan for the System to go live
Data Protection Legislation	means the Data Protection Act 2018 and UK GDPR
data-subject, personal data, data, controller, data processor, and personal data breach	shall each have the meaning defined in the Data Protection Legislation
Defect	means any failure in the System that causes it to fail any part of the Acceptance Tests save where the failure relates to Services provided by Third Party Developers, or Defects in Primary Software or Third Party Software or, where, after acceptance of the System, Defect means matter which Nolan may provide assistance with subject to the Client procuring System Support and subject always to the conditions of System Support
Defect Report	means a report of Defects compiled by Nolan as described in Condition 7.4
Development	means the addition of new script or code where Configuration / Customisation will not achieve the Business Requirements
Developed Software	means any Software created by Nolan as part of the Implementation (excluding Development Tools)
Development Tools	means those Development Tools, coding, fixes made available by a third party (whether on licence or free

	issue)
Documentation	means any user and technical Documentation to be supplied by Nolan to the Client
Enabled	the process in the system of activating features. This does not include any set up, or customisation.
Implementation Methodology	the agile design and build methodology or other methodology to be used by Nolan as further described in the Statement of Works
Implementation	means, collectively, the Configuration, Customisation and Development to be provided by Nolan to the Client under this Contract
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights (including moral rights), trademarks, business names, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, 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, 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 or protection which either subsist or will subsist now or in the future in any part of the world
Licence Fee	means the Licence Fee payable for the Nolan Product(s) Licence and which includes the Nolan

	Product Support (whether one off or annual)
Licensed Software	means the Nolan Product(s) and Developed Software as relevant
Licensed Users	means any number of users licensed under a Nolan Product Licence, as set out in the Statement of Works
Nolan Rate	means the rate (Hourly) given in the Statement of Works
Nolan Product(s)	means those Software packages proprietary to Nolan which are intended for use in conjunction with the Primary Software (and certified as such by the proprietor of the Primary Software) as set out in the Statement of Works and which are licenced to the Client in accordance with the Nolan Product Licence
Nolan Product Licence	means the annual licence granted by Nolan to the Client to use the relevant Nolan Product set out in the Statement of Works
Nolan Product Support	means the support for Nolan Product as set out in the Statement of Works
Non-Developer Defect	means any failure in the Software that causes it to fail any part of the Acceptance Tests (or where occurring after acceptance a failure) that has been caused by an act or omission of the Client, or by Services provided by any other party associated with the Client (including Third Parties) or by limitations of the Primary Software or Third Party Software
Personalisation	Defined additions or modifications to Standard out of the box System based on the Client's Business

	Requirements.
Primary Software	means the Software identified as such in the Statement of Works
Project	means the Project as detailed by the Statement of Works
Project Fees	means the fees set out in the Statement of Works to be paid by the Client to Nolan for the Services and Nolan's Rates
Project Log	means the log that is used by the Parties to manage tasks and responsibilities, Change Requests and other matters which arise during the Project
Project Manager	means a Project Manager appointed by either Party under Condition 3.1
Project Plan	means the plan for the provision of the Services as set out in Statement of Works
Retest Period	means the period within which the Acceptance Retests shall be carried out, as specified in Condition 7.11
Services	has the meaning given in Condition 2.2
Software	means, collectively, the Software as set out in Condition 2.2.
System Support	means the services set out in the Statement of Works (or an annex thereto entered into by the parties)
Support	means Nolan Product Support and System Support
System	means the System of the Software and Services required to meet the Business Requirements;

Testing Period	means the period within which the Acceptance Tests shall be carried out, as specified in Condition 7.2
Third Party Providers	means a third party provider of Third Party Software or other services whether procured by the Client or Nolan
Third-Party Software	means any Software proprietary to a Third Party Provider (excluding the Primary Software) which is to be supplied by the Client or procured by Nolan on behalf of the Client as part of the System, details of which are as set out in the Statement of Works

1.2   Unless the context otherwise requires, each reference in this Contract to:

1.2.1   a Condition is a reference to a section of the Conditions and a Section is a reference to a section of the Statement of Works.

1.2.2   a "Party" or the "Parties" refer to the parties to this Contract.

2.   Appointment of Nolan and Scope of Services

2.1   The Client hereby appoints Nolan and Nolan hereby accepts such appointment to provide the Services, subject to the terms and conditions of this Contract.

2.2   The **Services** shall comprise of the following;

2.2.1   Subject to the continued payment of the Licence Fee, the licensing of Nolan Product(s) (and provision of Nolan Product Support thereto) to the Client;

2.2.2   the Configuration, Customisation and Development (referred to collectively as the **Implementation**) of;

2.2.2.1 Primary Software;

2.2.2.2 Nolan Products; and

2.2.2.3 Third Party Software (referred to collectively as the **Software**)

(save that this explicitly excludes responsibility for Services to be provided by Third Party Providers and any functionality limitations of the Software);

2.2.3   the carrying out, of unit testing and, in conjunction with the Client, the Acceptance Tests;

2.2.4   provision of any Documentation where agreed; and

2.2.5   where agreed in the Statement of Works, provision of System Support (after acceptance of the System); and

2.2.6   any other Services set out in the Statement of Works.

3.   **Project Management and Reporting**

3.1   Each Party shall appoint a Project Manager who shall be responsible for liaising with the other Party on all matters under this Contract. Each Project Manager shall have the necessary knowledge and experience of all relevant matters, and the authority to commit the Party by whom they are appointed.

3.2   Nolan shall provide reports detailing the progress of the Implementation / Services at least monthly or any other frequency set out in the Statement of Works. In particular, such reports shall indicate any matters which the Client has omitted to attend or respond to in the Project Log.

3.3   In the event that there are delays in the delivery of the Services (with reference to the Project Plan) and where the delay is at the request of the Client or due to the acts or omissions of the Client or a Third Party Provider, relevant dates shall be amended in the Project Plan and further, where Nolan is able to demonstrate with documentary evidence that such delay has resulted in an increase in cost to Nolan of carrying out its obligations under this Contract, Nolan shall have the right to inform the Client that it there shall be an increase to the Project Fees.

3.4   Where any meeting (whether on site or online) or training is cancelled or postponed by the Client on written notice of less than 5 Business Days, Nolan shall have the right to invoice the Client for associated costs incurred (including

time of relevant project workers) save that Nolan shall use reasonable endeavours to mitigate such costs.

4.   Change Control

4.1   In the event that the Client identifies a requirement for change in the Project, including but not limited to Business Requirements, Services or Software, it shall submit a Change Request to Nolan, preferably via the change form, but otherwise in writing, setting out the change requirements.

4.2   In the event that Nolan identifies a requirement for a change to the Project, including but not limited to Business Requirements, Services or Software Services, (except as provided by Condition 3.3) or the Software, it shall submit a Change Request to the Client, preferably via the change form, but otherwise in writing, setting out the change requirements and in this instance the Change Request shall include those matters set out in Condition 4.3.

4.3   Within 5 Business Days of receipt of a Change Request, Nolan shall, in writing to the Client, state the effect that the proposed change shall have on the project, including but not limited to Software, Services, requirements for Third Party Providers, the Project Plan, and the Project Fees.

4.4   In the event that a Change Request will result in a change to the Project Fees, the changed Project Fees shall be calculated in accordance with Nolan's rates set out in the Statement of Works.

4.5   At the next Steer Co meeting following the receipt by the Client of the information provided by Nolan under Condition 4.2 or Condition 4.3 the Parties' respective Project Managers shall discuss the Change Request and determine whether or not to proceed with the proposed change. In the event that the change is to be implemented, the parties shall each sign the Change Request (or otherwise affirm agreement to the Change Request) and, as a consequence, the Project Plan, the Business Requirements and any other relevant aspect of the Project shall be deemed to be amended and this Contract (including but not limited to any affected definitions), as applicable, shall be

deemed to be amended accordingly.

4.6   Nolan shall not implement any changes without the prior agreement of the Client.

4.7   Nolan may charge time taken (at Nolan Rates) to investigate, impact assess, estimate, document, review and agree Change Requests initiated by the Client where time incurred is above an initial effort of 2 hours which will be free of charge.

5.   **Nolan Obligations**

5.1   Nolan shall provide the Services with reasonable care and skill, and with reasonable diligence and despatch, save that timings provided in the Project Plan shall be indicative only and Nolan shall not be liable to the Client in respect of any delay.

5.2   Any Third-Party Software procured by Nolan on behalf of the client shall be supplied under the licence terms provided by the relevant third party, copies of which shall be supplied to the Client. The Client hereby agrees to be bound by and to comply with such licence terms.

5.3   Nolan shall at all times while performing the Implementation comply with all reasonable instructions from the Client to ensure minimal disruption to the Client's business.

5.4   Nolan shall provide the Documentation in electronic format.

5.5   The Client shall have the right to make copies of the Documentation to the extent reasonably necessary for the use of the Software. The Customer shall ensure that any and all notices concerning Intellectual Property Rights contained in the Documentation are included in such copies.

6.   **Client Obligations**

6.1   The Client shall ensure that it has procured, or instructed Nolan to procure on client's behalf, all required licences for the Primary Software and Third Party Software at such times during the Project to enable Nolan to provide the

Services and procure that all licences allow Nolan to provide the Services as a developer.

6.2 The Client shall directly procure the Services of Third Party Providers on such terms as it shall, in its discretion see fit, and ensure that the provision of the Services of Third Party Providers aligns with the Project Plan.

6.3 The Client shall co-operate with Nolan in any manner reasonably required by Nolan in order to carry out the Services, including provision of information and data, responding to matters in the Project Log, making available suitably qualified employees and contractors of the Client and, subject to Nolan's compliance with the Client's normal security requirements as provided by the Client from time to time;

6.3.1 provide access to the Client's systems for the purpose of carrying out diagnostics and correction of Defects, provided that such access shall be direct or remote, at the Client's option, and that, in the latter case, it will be subject to Nolan's compliance with any additional requirements for security and encryption techniques or Software which may from time to time be specified by the Client;

6.3.2 provide such further access for Nolan's staff to any Client sites as is necessary to carry out the Services. The Client shall obtain for the Supplier all permissions necessary to obtain such access;

6.3.3 when Nolan's staff are working at a Client site, provide facilities and supplies reasonably required by Nolan, such as power and computer consumable.

6.4 The Customer shall comply, as soon as reasonably practicable, with all the Supplier's reasonable requests for information or assistance and shall, promptly provide all necessary co-operation to enable Nolan carry out the Services in accordance with the Project Log and Implementation Methodology.

6.5 If the Project includes Software developed and owned by the Microsoft Corporation:

6.5.1 The Customer agrees to be bound by the applicable Microsoft Customer Agreement.
https://www.microsoft.com/licensing/docs/customeragreement

6.5.2 Where any Microsoft subscription service is deployed or otherwise utilised in conjunction with the Services, the Customer shall assign to Nolan to the subscription as the "Claiming Partner of Record" (CPOR), "Digital Partner of Record" (DPOR), and/or "Partner Admin Link" (PAL), as the case may be, and/or be given "Delegated Administration Privileges" (DAP), "Granular Delegated Admin Privileges" (GDAP) and/or "Admin on Behalf of" (AOBO), as the case may be, for the Term.

7. Acceptance Testing

7.1 It is the Client's responsibility to undertake Acceptance Testing to ensure the System meets the Business Requirements and manage their resources accordingly. As a minimum it is expected that the Client will include all the key processes and scenarios as possible to ensure that the System meets the Business Requirements. Nolan will provide reasonable Support and advise to the Client on request.

7.2 Prior to Go Live Nolan shall advise the Client that the System is ready for Acceptance Testing and the Client shall promptly carry out the Acceptance Tests on the System. The Client shall document Defects with sufficient detail as to enable Nolan to investigate it, where this may include, but is not limited to notation of test scripts, screen shots and details of error messages.

7.3 Nolan shall have the right to observe all or any part of the Acceptance Tests as they are carried out by the Client.

7.4 In the event that there are Defects arising from the Acceptance Tests the Client shall inform Nolan of all Defects in writing and Nolan shall promptly compile the Client's reports of Defects into a Defect Report which Nolan shall provide to the Client in writing. The use of technology to support this activity is permitted.

7.5 Upon receipt by the Client of the Defect Report, the Parties shall agree upon a mutually acceptable time to discuss the Defect Report and to agree upon solutions and a suitable timetable for implementing such solutions.

7.6   In the event that a fault or failure is found to have been caused by an act or omission of the Client, or by any other party associated with the Client for whom Nolan has no responsibility, such a Non-Developer Defect shall not be considered a Defect for the purposes of the Acceptance Tests.

7.7   In the event that a fault or failure is found to relate to a matter outside of the scope of the Business Requirements this shall not be considered a Defect for the purposes of the Acceptance Tests.

7.8   If only Non-Developer Defects and matters out of scope are present, the System shall be deemed to have passed the Acceptance Tests and the provisions of Condition 7.12 shall apply.

7.9   The Client may request that Nolan remedy any Defects and matters out of scope (Condition 7.7), however Nolan shall reserve the right to charge the Client in full for such remedial work at its then-current rates, as set out in the Statement of Works, for such work and to require full payment of the same in advance.

7.10   Where applicable, Nolan shall carry out any necessary work to remedy Defects set out in the Defect Report (subject to Condition 7.6 in respect of Non-Developer Defects) and advise the Client that the System is ready for Acceptance Retests and the Client shall promptly carry out the Acceptance Retests on the System.

7.11   In the event that the Acceptance Retests are not passed, the Client shall have the following options (all of which are the Client's sole remedy hereto):

7.11.1 to require Nolan to remedy the remaining Defects and to agree upon a suitable timetable and deadline for the completion of that remedial work and subsequent Acceptance Retests. If the System fails the Acceptance Retests again, the Client may require the repetition of the steps in this Condition 7.11.1 or it may proceed under Condition 7.11.2; or

7.11.2 to accept the System in its then-current state, subject to a reasonable reduction in the Project Fees payable to Nolan which shall be agreed upon between the Parties in writing within 20 Business Days of the completion of the Acceptance Retests. If the Parties do not agree upon such a reduction within the time limit, the dispute resolution process in Condition 23 shall apply.

7.12 The System shall be deemed to have been accepted when all Acceptance Tests and (where applicable) Acceptance Retests have been passed and no Defects remain (excluding Non-Developer Defects and any Defects accepted by the Client under Condition 7.11.2). The Client shall confirm acceptance of the Software by means of a Final Project Acceptance Form, which it shall return to Nolan without undue delay.

7.13 Notwithstanding the foregoing, the System shall also be deemed to have been accepted if either;

7.13.1 the Client commences live running of the whole or any part of the System (other than for the purposes of carrying out Acceptance Tests or Acceptance Retests) in the normal course of its business;

7.13.2 the Client does not provide details of any Defects within 20 Business Days from the date Nolan advised that the System was ready for Acceptance Tests; or

7.13.3 the Client does not complete the Acceptance Retests within 20 Business Days of Nolan's advice to the Client as provided in Condition 7.10

8. Project Plan

8.1 Both Parties shall perform their respective obligations under this Contract in accordance with the Project Plan.

8.2 If any of the following occurs, Nolan shall be granted an extension of the time for the completion of Services

8.2.1 Either party makes a Change Request in accordance with Condition 4 and the Parties have agreed that the requested change is to be made;

8.2.2 a force majeure event occurs, as set out in Condition 19; or

8.2.3 a delay is caused (in whole or in part) by an act or omission of the Client, its employees, agents, or contractors.

8.3 The Parties' respective Project Managers shall use reasonable endeavours to agree upon a reasonable period of time for any extensions granted under this Condition 8, taking into account all circumstances surrounding the delay and the event relied upon to justify the extension. The Project Plan shall be deemed amended accordingly.

9. Fees and Payment

9.1 Except where it is expressly stated that an amount is fixed, Project Fees are an estimate only and shall be costed on a time and materials basis at the current Nolan Rate.

9.2 The Client shall pay to Nolan the Project Fees, calculated in accordance with the Statement of Works, within 30 days from month end of date of Nolan's invoice for the same.

9.3 The Client shall pay to Nolan the Licence Fee and any fees for System Support within 30 days of the date of Nolan's invoice for the same.

9.4 Any fees or invoice relating to procurement or renewal of Licence Fees for Primary Software or Third Party Software by Nolan on behalf of the Client must be paid in advance.

9.5 Any and all sums invoiced under this Contract shall be exclusive of VAT, and the Client shall pay an amount equal to any VAT chargeable on delivery of a VAT invoice and shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.6 Nolan may, having given the Client notice of not less than 5 Business Days,

suspend any part of the Services until payment of an invoice, when due, has been paid in full.

9.7   The Client shall also pay to Nolan all reasonable travel and other out-of-pocket expenses incurred by Nolan in its performance of its obligations under this Contract, subject to the provision by Nolan of reasonable evidence of expenditure.

9.8   If the Client fails to make any Payment due to Nolan on or by the due date for payment, then, without prejudice to Nolan's other remedies (including, but not limited to, those under Condition 17 (termination), the Client shall pay interest on the overdue sum from the due date for payment until the payment of that overdue sum, whether before or after judgment.

9.9   Interest under Condition 9.8 shall accrue at the current statutory rate of interest.

9.10   No more than once in any 12-month period, Nolan shall be entitled to increase the Nolan Rates on notice of not less than 10 Business Days, to take effect on the date given in the notice.

9.11   Nolan shall be entitled to increase the Licence Fee where any increase shall be notified to the Client in a renewal notice and shall, subject to Condition 17.8, take effect on the date of the next renewal.

10. **Intellectual Property Rights**

10.1   The Parties hereby agree that, except as expressly provided in this Contract, this Contract does not transfer the ownership of, or create any licences in, any Intellectual Property Rights subsisting in the Software, Development Tools or the Documentation.

10.2   Nolan shall retain ownership of the Intellectual Property Rights subsisting in the Nolan Product(s) and in Developed Software. Nolan hereby grants to the Client a non-exclusive licence to use the Developed Software in the course of the Client's business, subject always to the provisions of Condition 11.2.

10.3   The Client hereby grants to Nolan a non-exclusive licence to use the Primary Software and Third Party Software for the purposes of carrying out its obligations under this Contract.

11.   Licence and Support (Nolan Product and Developed Software)

11.1   Subject to payment of the Licence Fee, and continued payment thereof where applicable, and compliance with the licence conditions set out in Condition 11.2, Nolan;

11.1.1   hereby grants to the Client a licence to use Nolan Product(s) in the course of the Client's business;

11.1.2   shall provide the Nolan Product Support.

11.2   Licensed Software Conditions

11.2.1   Where applicable, the number of Licensed Users will be as set out in Statement of Works or as may be amended at the request of the Client at any time, subject to the prior written consent of Nolan (such consent not to be unreasonably withheld) and to the payment of the requisite fees by the Client

11.2.2   Ownership of any and all copies of the Licensed Software or any part thereof shall at all times remain with Nolan and the Client shall:

11.2.3   ensure that all electronic copies incorporate any proprietary rights notice provided by Nolan for such purposes and that such notice is displayed in the same fashion as it is in the Licensed Software as supplied by Nolan; and

11.2.4   at all times keep all copies secure and in its possession and/or control.

11.3   Subject to the provisions of Condition 11.2.1, the Client shall not:

11.3.1   sub-license, rent, lend, assign, or in any other way transfer the Licensed Software or the Licence to another party without Nolan's prior written consent; or

11.3.2 enable access to the Licensed Software in any way (including, but not limited to, via a network) to any users who are not Licensed Users.

11.4 The Client shall not make any adaptations or variations of the Licensed Software without Nolan's prior written consent.

11.5 The Client shall not disassemble, decompile, or in any other way reverse-engineer the Licensed Software except as permitted by law.

12. Confidentiality

12.1 Each Party undertakes that, except as provided by Condition 12.2 or as authorised in writing by the other Party, it shall,:

12.1.1 keep confidential all Confidential Information;

12.1.2 not disclose any Confidential Information to any other party;

12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Contract;

12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

12.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of Conditions 12.1.1 to 12.1.4 above.

12.2 Either Party may:

12.2.1 disclose any Confidential Information to:

a) any sub-contractor or supplier of that Party;

b) any governmental or other authority or regulatory body; or

c) any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Contract (including, but not limited to, the provision of the Services), or as

required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under Condition 12.2.1(b) or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Condition 12, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

12.2.2   use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Contract, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

12.3   Nothing in this Contract shall prevent either party from using any tools, knowledge of which is contained in the unaided memory of such party's personnel developed or disclosed under this agreement, provided that in doing so such party does not breach its obligations of confidentiality or breach any Intellectual Property Rights of the other party. An individual's memory is only "unaided" with respect to any information if the individual has not retained a copy of the information and has not intentionally memorised that information other than is required to perform the Services.

12.4   The provisions of this Condition 12 shall continue in force in accordance with their terms for a period of 3 years after the termination of this Contract and/or the Licence, notwithstanding the termination of this Contract and/or the Licence for any reason.

13.   **Data Protection and Data Processing**

13.1   Where the Services require Nolan to process personal data on behalf of the Client under this Contract the Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection

Legislation. This Condition 13 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

13.2   For the purposes of the Data Protection Legislation and for this Condition 13, the Client is the data controller and Nolan is the data processor save that the parties agree that where Nolan is using the Client's server provision, the Client is the data controller and data processor.

13.3   The type(s) of personal data, the categories of data subject, the scope, nature and purpose of the processing, and the duration of the processing are set out in the Contract Details.

13.4   The Client shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to Nolan for the purposes described in this Contract.

13.5   Nolan shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Contract:

13.5.1   process the personal data only on the written instructions of the Client unless Nolan is otherwise required to process such personal data by law. Nolan shall promptly notify the Client of such processing unless prohibited from doing so by law;

13.5.2   ensure that it has in place suitable technical and organisational measures (as approved by the Client) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures;

13.5.3   ensure that any and all of its employees with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;

13.5.4 not transfer any personal data outside of the European Economic Area without the prior written consent of the Client and only if the following conditions are satisfied:

a) the Client and/or Nolan has/have provided suitable safeguards for the transfer of personal data;

b) affected data subjects have enforceable rights and effective legal remedies;

c) Nolan complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and

d) Nolan complies with all reasonable instructions given in advance by the Client with respect to the processing of the personal data.

13.5.5 assist the Client at the Client's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

13.5.6 notify the Client without undue delay on becoming aware of a personal data breach;

13.5.7 on the Client's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Client on termination of this Contract unless it is required to retain any of the personal data by law; and

13.5.8 maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Condition 13 and to allow for audits by the Client and/or any party designated by the Client.

13.6 Nolan shall not sub-contract any of its obligations with respect to the

processing of personal data under this Contract, save for use of contractors as required to provide the Services, without the prior written consent of the Client.

13.7 Nothing in this Condition 13 shall render Nolan liable for any processing of the Client's personal data by a Third Party Provider and the Client shall indemnify and hold harmless Nolan in respect of any liability arising from third party claims or sums paid to a data subject by Nolan as a consequence of the acts and omissions of a Third Party Provider's processing of personal data or a breach of this Condition 13 by the Client.

13.8 If the Project relates to Software developed and owned by the Microsoft Corporation client authorises Nolan to share information with the Microsoft Corporation (and Companial, if applicable): (a) to collaborate with Companial and Third Party Providers; (b) to enable Companial and Third Party Providers to provide Services and communications directly to the Client, and to verify the Client's compliance with this Agreement.

14. Warranties

14.1 Each Party hereby warrants and represents to the other that it has the full power and authority to enter into, and perform its obligations under, this Contract.

14.2 Nolan warrants and represents that:

14.2.1 it will perform the Services in a timely, reliable and professional manner, in conformity with Good Industry Practice by a sufficient number of competent staff with appropriate skills, qualifications and experience, and has and will at all times have the ability and capacity to meet such requirements;

14.2.2 Nolan Product(s) and Developed Software are proprietary to Nolan and that it has the right to grant the licences granted in respect of each.

14.3   The sole remedies for breach of the warranty in Condition 14.2.2 are set out in Condition 15.

14.4   The sole remedy of the Client for a breach of any service levels for Support shall be provision of relevant Support without delay.

14.5   The warranties set out in Condition 14.1 and 14.2 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this agreement. Without limitation, Nolan specifically denies any implied or express representation that the System will be fit:

14.5.1   to operate in conjunction with any hardware items or Software products other than with those hardware items and Software products that are identified by Nolan as being compatible with the System; or

14.5.2   to operate uninterrupted or error-free.

14.6   Nolan does not warrant or guarantee that it will be able to rectify all Defects, nor, where Support is provided by Nolan, that any Defect will be corrected before the issue of the next new release or version by Nolan in respect of Nolan Product(s) or by such new release or version or a relevant third party in respect of Primary Software or Third Party Software.

14.7   Nolan does not warrant or guarantee any part of the System which has been implemented by a Third Party Provider and is not liable for the acts or omissions of a Third Party Provider.

14.8   Nolan is not responsible for any functional limitations of the Primary Software and Third Party Software or Non-Developer Defects (whether arising before or after acceptance).

14.9   Any unauthorised modifications, use or improper installation of the System by or on behalf of the Client shall render all the Supplier's warranties and obligations under this agreement null and void.

14.10   Nolan shall not be obliged to rectify any particular Defect if attempts to rectify

such Defect other than normal recovery or diagnostic procedures have been made by the Client's personnel or third parties without Nolan's permission.

14.11 The Client acknowledges that the only warranties in relation to the Primary Software and Third-Party Software or the supply thereof are those contained in the licence from the third-party supplier(s) of the same, and that to the extent that any of such warranties are given to Nolan, it will pass on the benefit of such warranties to the Client.

14.12 Nolan warrants to the Client that it shall perform its obligations under this Contract with reasonable care and skill in accordance with generally established and recognised practices and standards prevailing in the Software development industry, and in accordance with all applicable laws, statutes, and regulations from time to time in force.

15. Intellectual Property Rights Indemnity

15.1 Nolan shall indemnify the Client against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights arising out of or in connection with the Client's use of the Nolan Product(s), Developed Software and the Documentation, provided that the Client:

15.1.1 promptly notifies Nolan in writing of the claim or proceedings;

15.1.2 makes no admissions or settlements without Nolan's prior written consent;

15.1.3 provides Nolan with all information and assistance that Nolan may reasonably require; and

15.1.4 gives Nolan sole authority to defend or settle the claim or proceedings.

15.2 Nolan shall not in any circumstances be liable for any claim for the infringement of a third party's Intellectual Property Rights that:

15.2.1 Is caused by the Client's use of the Primary Software or Third Party Software, whether as a part of the System or otherwise;

15.2.2 is caused solely by the Client's use of the Software in combination with Software not supplied by or approved in writing by Nolan; or

15.2.3 results solely from any unauthorised modifications made to the Software by or on behalf of the Client.

15.3 In the event that the Client's use or possession of the Licensed Software or any part thereof, in accordance with this Contract is held by a court of competent jurisdiction to constitute an infringement of a third party's Intellectual Property Rights, then Nolan shall promptly, and at its own expense:

15.3.1 procure for the Client the right to continue using and possessing the Licensed Software or the affected part thereof; or

15.3.2 modify or replace the Licensed Software or the affected part thereof without detracting from the overall performance of the same, in order to remove the infringing part.

15.4 In the event that the remedies set out in Condition 15.3 above are not, after Nolan's reasonable efforts, reasonably available, then this Contract and the licence(s) shall be terminated without prejudice to the Client's right to seek further remedies, including damages, for any loss or damage arising out of such termination.

16. Liability

16.1 Subject to Condition 16.4, Nolan shall not be liable to the other, whether in tort (including negligence), contract, misrepresentation, or otherwise, for any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses.

16.2 Subject to Conditions 16.3 and 16.4, Nolan's total liability to the Client in respect of any claims based on any events arising out of or in connection with this Contract, whether in tort (including negligence), contract, misrepresentation, or otherwise shall not exceed the fees paid by the Client to Nolan for Services up to the date on which the liability arises (excluding always

any fees paid for Primary Software or Third Party Software.

16.3   The limitations of liability set out in Condition 16.2 shall not apply to any breach by the Client of its payment obligations under Condition 9.

16.4   Nothing in this Contract shall limit or exclude either Party's liability for death or personal injury caused by that Party's negligence; fraud; any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or by Section 2 of the Supply of Goods and Services Act 1982; the deliberate or wilful misconduct of that Party, its employees, agents, or sub-contractors; or for any other form of liability which cannot be limited or excluded by law.

17.   Term and Termination

17.1   This Contract shall commence on the Commencement Date and shall continue until on the later occurrence of;

17.1.1 the completion of the Services or earlier termination;

17.1.2 expiry or termination of the Nolan Product Licence; or

17.1.3   expiry or termination of Support,

subject to the provisions of this Condition 17 and other relevant provisions of this Contract.

17.2   Save where Condition 17.8 applies either Party may terminate this Contract without cause on written notice of not less than 20 Business Days.

17.3   In the event of termination under Condition 17.2 in respect of Services, the Parties shall agree upon a fair and reasonable payment for the Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Contract.

17.4   No refund will be made in respect of fees paid in advance for any Support or Nolan Product Licence at any time.

17.5   Without prejudice to any other rights or remedies which may be available to it, either Party may terminate this Contract with immediate effect by written

notice to the other Party if:

17.5.1 any sum owing to the Party by the other Party under any of the provisions of this Contract is not paid within 20 Business Days of the due date for payment;

17.5.2 the other Party commits any other material breach of any of the provisions of this Contract and, if the breach is capable of remedy, fails to remedy it within 20 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

17.5.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

17.5.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

17.5.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction);

17.5.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party; or

17.5.7 the other Party ceases, or threatens to cease, to carry on business;

17.6 For the purposes of Condition 17.5.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

17.7 The termination of this Contract shall be without prejudice to any rights, remedies, obligations, or liabilities which have already accrued to either of the Parties under this Contract.

17.8 The Client may terminate the Nolan Product Licence on notice of not less than 20 Business Days, where such notice shall expire on the date of the current licence term (usually 12 month period). In the absence of such notice the Nolan

Product Licence shall automatically renew for a period of 12 months or such other period set out in the Statement of Works.

18. Effects of Termination

Upon termination of this Contract for any reason:

18.1 any sum owing by either Party to the other under any of the provisions of this Contract shall become immediately due and payable;

18.2 each Party shall (except to the extent referred to in Condition 12 or as may be required by any law, regulation, or government or regulatory body), immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately destroy, delete, or return to the other Party, at the other Party's option, any documents, digital media, or any other materials in its possession or control which contain or record any Confidential Information and shall certify in writing to the other Party that no Confidential Information has been retained and/or that the same has been destroyed or deleted. In the event that any Confidential Information is required to be retained, the Party retaining the same shall inform the other Party of such retention in writing;

18.3 all Conditions which, either expressly or by their nature, relate to the period after the expiry or termination of this Contract shall remain in full force and effect;

18.4 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Contract which existed at or before the date of termination;

18.5 all licenses for the Licensed Software shall terminate; and

18.6 other than as set out in this Contract and except in respect of any accrued rights, neither Party shall be under any further obligation to the other.

19. Force Majeure

19.1 No Party to this Contract shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, epidemic, pandemic, governmental action or any other event that is beyond the control of the Party in question.

19.2 In the event that a Party to this Contract cannot perform their obligations hereunder as a result of force majeure for a continuous period of 6 weeks the other Party may at its discretion terminate this Contract by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for the Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Contract.

20. Notices

20.1 All notices under this Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

20.2 Notices shall be deemed to have been duly given:

20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

20.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

20.2.3 on the fifth Business Day following mailing, if mailed by national ordinary mail, postage prepaid.

In each case notices shall be addressed to the most recent address notified to the other Party or the email address of the Client as in the Contract Details or for Nolan

as below:

Email Address for notice for Nolan: nbsadmin@nolanbusinesssolutions.com.

21.   Entire Agreement

21.1   This Contract contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

21.2   Each Party acknowledges that, in entering into this Contract, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Contract.

22.   General

22.1   No failure or delay by either Party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

22.2   Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Contract into full force and effect.

22.3   Nolan shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Contract or any other agreement at any time.

22.4   The Parties agree that the times and dates referred to in this Contract are for guidance only and are not of the essence of this Contract and may be varied by mutual Contract between the Parties.

22.5   Nothing in this Contract shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Contract.

22.6   The Client shall not, for the term of this Contract and for a period of 12 months after its termination or expiry, employ or contract the Services of any person who is or was employed or otherwise engaged by Nolan at any time in relation to this Contract.

22.7 If the Project relates to Software developed and owned by the Microsoft Corporation, the Microsoft Corporation or any other Third Party Providers are a third-party beneficiary of this Contract with the right to: (a) enforce this Contract; (b) verify the Client's compliance with this Contract; and contact the Client directly.

22.8 With the exception of those third parties in 22.7 no part of this Contract is intended to confer rights on any other third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract for any third parties not referred to in 22.7.

22.9 This Contract shall continue and be binding on any transferee, successors and assigns of either Party as required.

22.10 In the event that one or more of the provisions of this Contract is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Contract. The remainder of this Contract shall be valid and enforceable.

23. Dispute Resolution

23.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Contract through negotiations between their appointed representatives who have the authority to settle such disputes.

23.2 If negotiations under Condition 23.1 do not resolve the matter within 20 Business Days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through the alternative dispute resolution ("ADR") procedure known as CEDR.

23.3 If the ADR procedure under Condition 23.2 does not resolve the matter within 40 Business Days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to the courts in accordance with Condition 23.

23.4 Nothing in this Condition 23 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

24.   Law and Jurisdiction

24.1   This Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2   Subject to the provisions of Condition 23 (dispute resolution), any dispute, controversy, proceedings or claim between the Parties relating to this Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.