



Principle  
networks

# Principle Networks Ltd Terms and Conditions

**Terms and Conditions of Business (Conditions)****1 Basis of Contract**

- 1.1 These Conditions apply to each Quotation to the exclusion of any other terms and conditions that the Customer seeks to impose or incorporate (including as attached to a purchase order) or which are implied by trade, custom, practice or course of dealing.
- 1.2 The parties may discuss any requirements of the Customer to receive Products, Subscription Services, Licences and/or Services from Principle Networks. After discussion, Principle Networks may provide a Quotation to the Customer. Each Quotation constitutes an offer by Principle Networks for the Customer purchase the Products, Subscription Services, Licences and/or Services in accordance with these Conditions. Such offer is capable of acceptance by the Customer prior to its expiry, by the Customer.
- 1.3 The Customer warrants that it has carried out its own due diligence to ensure that the Products, Subscription Services, Licences and/or Services provided by Principle Networks under these Conditions meets the requirements and criteria of the Customer.
- 1.4 Each Quotation shall be accepted (or deemed to be accepted) on the earlier of the Customer:
  - 1.4.1 signing the Quotation;
  - 1.4.2 confirming in writing that it accepts the Quotation (including email confirmation or by way of sending a purchase order or similar); and
  - 1.4.3 acting in accordance with the Quotation to receive and/or pay for the Products, Subscription Services, Licences and/or Services, as applicable.
- 1.5 Subject to clause 16.1, the Customer Engagement Documents and these Conditions constitute the entire agreement between the parties and shall supersede and extinguish all agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Any specifications, descriptions, photographs, capacities, proposals or illustrations contained in any price lists, capacities or illustrations advertising matter or publications of Principle Networks are intended to be approximate only and shall not form part of the Agreement. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Principle Networks that is not set out in the Customer Engagement Documents and/or these Conditions.
- 1.6 A Quotation shall only be valid for a period of 7 calendar days from its date of issue after which it shall automatically expire and be incapable of acceptance by the Customer, unless agreed otherwise by the parties in writing or expressly stated on the Quotation (for example, Principle Networks may fulfil an accepted Quotation at its sole discretion where the date of acceptance fell after the expiry of the Quotation). Principle Networks may correct any typographical or other errors or omissions in a Quotation prior to a Quotation being accepted by the Customer.
- 1.7 If there is any conflict or ambiguity between:
  - 1.7.1 the Licence/Subscription Terms, the Customer Engagement Document(s) and these Conditions the order of precedence shall be: the Licence/Subscription Terms, the Customer Engagement Document(s) and these Conditions; or
  - 1.7.2 the different Customer Engagement Documents, the order of precedence shall be: the Quotation, Scope of Works, Customer Support Plan and then any service and/or product description, in each case that the parties expressly state as being binding on the parties.
- 1.8 If the Customer wishes to obtain additional services from Principle Networks, Principle Networks and the Customer shall either:
  - 1.8.1 follow the process in clause 14; or

1.8.2 produce a new Quotation or Scope of Work for the additional services;

and any additional services or Change shall also become subject to the same Agreement.

1.9 Notwithstanding clauses 14 and 20.7, Principle Networks will use reasonable efforts to notify the Customer of any material changes to these Conditions before they become applicable, but Principle Networks is able to make such changes without the consent of the Customer. It is the sole and exclusive responsibility of the Customer to ensure that it is familiar with the most current set of Conditions that apply to any agreement between Principle Networks and the Customer.

## 2 Term

2.1 The Agreement shall commence on the date it is signed by the last party to sign it.

2.2 Subject to the provisions for early termination in the Agreement, unless specified otherwise in the Customer Engagement Document(s), where the Agreement is for:

2.2.1 **Products**, the Agreement shall (in relation to the relevant Product) automatically expire on completion of delivery of the Product(s);

2.2.2 **Subscription Services and/or Licences** each Subscription Services and/or Licences shall, in relation to the relevant Subscription Service and/or Licence, start on the Start Date and continue until the expiry of the relevant Subscription/Licence Initial Period, and thereafter automatically renew for successive periods equal to the Subscription/Licence Renewal Period, until termination by either party giving the other party not less than 3 months' prior written notice (to expire no earlier than the end of the applicable Subscription/Licence Initial Period for that Subscription Service and/or Licence or at any time thereafter). Each respective term of each Subscription Service and/or Licence shall be considered the Subscription/Licence Term; or

2.2.3 **Services**, each Service shall (in relation to the relevant Service) start on the Start Date and continue until the expiry of the relevant Services Initial Period, and thereafter continue in force for the Services Renewal Period, until the earlier of:

2.2.3.1 expiry of all Services under the Quotation (if applicable); or

2.2.3.2 termination:

(a) in respect of the Managed Services, by the Customer giving Principle Networks no less than 3 months' prior written notice (to expire no earlier than the end of the Services Initial Period for the Managed Service or at any time thereafter); or

(b) in respect of any other Services, by either party giving the other party no less than 3 months' prior written notice (to expire no earlier than the end of the Services Initial Period for that Service or at any time thereafter).

Each respective duration shall be the "**Term**".

2.3 If the Agreement is in relation to a combination of the Products, Subscription Services, Licences and/or Services, then the Agreement shall expire or terminate (as applicable) on the occurrence of the latest of the events in clause 2.2.

2.4 In consideration of the payment by the Customer of the Fees, Principle Networks shall procure the Services, Subscription Services, Licences and/or Products from the relevant third parties or Partners, to the Customer during the Term in accordance with these Conditions.

## 3 Services, Subscription Services, Licences and Products - General

- 3.1 Principle Networks shall procure the Services, Subscription Services and Licences and deliver each Product, from the relevant third parties to the Customer by the applicable Key Date (if any, as set out in the Quotation). Time of delivery shall not be of the essence. Principle Networks is not in any circumstances liable for any delay in delivery, however caused.
- 3.2 Any Product, Subscription Services, Licences and/or Service (as applicable) will be deemed accepted by the Customer upon the earlier of:
- 3.2.1 in relation to the Products:
- 3.2.1.1 use by the Customer for the purpose by which it was supplied;
- 3.2.1.2 the Customer confirming that it has been accepted in accordance with clause 9; and
- 3.2.1.3 15 Business Days of being notified that installation is completed provided that the Customer has not notified Principle Networks or any defects in the Products or their respective installation; and
- 3.2.2 in relation to the Services, Subscription Services and Licences:
- 3.2.2.1 the date on which it has been activated or provided by Principle Networks;
- 3.2.2.2 use by the Customer for the purpose by which it was supplied; and
- 3.2.2.3 the Customer confirming that it has been accepted in accordance with clause 9.
- 3.3 The Customer must ensure that any Product that is attached (directly or indirectly) to any Subscription Services, Licences or Services is technically compatible with the Subscription Services, Licences and/or Services and approved for that purpose under any relevant legislation, save in respect of Products attached directly or indirectly to such Subscription Services, Licences or Services by Principle Networks for which Principle Networks remains liable for ensuring such technical compatibility and approval.
- 3.4 The Customer shall not carry out any Enhancements to the Products, Subscription Services or Licences without the prior written consent of Principle Networks. Where Principle Networks agrees that Enhancements can be made, Principle Networks shall advise the Customer of any additional fees and changes to the Quotation that shall be required for Principle Networks to provide the Subscription Services, Licences or Services to the Products, Subscription Services or Licences following any Enhancement. Subject to agreement of the new Fees and the additional changes to the Agreement, the Agreement shall continue so that the Enhancements are included in the "Hardware" from the date that the Enhancements are made.
- 3.5 Any dates quoted for delivery of the Products and/or the provision of the Subscription Services, Licences or Services are approximate only and Principle Networks and suppliers of Principle Networks shall not be liable for any delay in delivery or completion of its obligations, however caused. Time for delivery shall not be of the essence. Any Products, Subscription Services, Licences and/or Services may be delivered/procured by Principle Networks in advance of the quoted delivery date upon giving reasonable notice to Customer.
- 3.6 Principle Networks may deliver Products and Services by instalments, which may be invoiced and paid for separately and the Customer agrees to accept partial delivery of the Products and/or the provision of the Services ordered unless agreed by the parties in writing. References in the Agreement to delivery shall, where applicable, be read as references to instalments. Failure by Principle Networks to deliver any one or more of the instalments in accordance with the Agreement or any claim by Customer in respect of any one or more instalments shall not entitle Customer to treat the Agreement as repudiated or to cancel any other instalment.

- 3.7 Any error, loss, damage or destruction of the Products discovered by the Customer in delivery shall not entitle the Customer to rescind the remainder of the Agreement.

#### **4 Products**

- 4.1 Where the Customer Engagement Document(s) include the supply of Products, this clause 4 shall apply.
- 4.2 The Customer shall prepare its premises in accordance with any requirements set out in the Quotation before the Product is delivered to its premises.
- 4.3 The Customer acknowledges that it is solely responsible for preparing and maintaining its premises as a suitable environment for the Product(s). The Customer shall, irrespective of any action of Principle Networks, be solely responsible for preparing and maintaining its premises as a proper and safe operating environment in which the Product is to operate.

##### *Risk and Title*

- 4.4 Risk of damage to or loss of the Product shall pass to the Customer on the earlier of: (a) delivery (or the deemed date of delivery) of the Product at its premises; and (b) if the Customer unjustifiably fails to take delivery of the Product, at such time as delivery is tendered by Principle Networks.
- 4.5 The parties agree and acknowledge that delivery of the Products may be completed by Principle Networks, its affiliates, group or any nominated third party.
- 4.6 Subject to clause 4.7, title of the Product shall not pass to the Customer until Principle Networks has received in full in cleared funds for all:
- 4.6.1 sums due to Principle Networks in respect of the Product; and
  - 4.6.2 other sums that are or become due to Principle Networks from the Customer under the Agreement.
- 4.7 Where the Product has been replaced (in full or in part) title in the replacement goods shall pass to the Customer in accordance with clause 4.6, and title to the goods that have been replaced shall immediately pass to Principle Network on its replacement.
- 4.8 Subject to clauses 4.9 and 4.10, from the date the Product is delivered to the Customer until title of the Product has passed to the Customer, the Customer shall:
- 4.8.1 take reasonable care of the Product and operate them in a suitable environment as recommended by the manufacturers of the Product;
  - 4.8.2 hold the Product on a fiduciary basis as Principle Networks' bailee;
  - 4.8.3 store the Product (at no cost to Principle Networks) separately from all other goods of the Customer or any third party in such a way that it remains readily identifiable as Principle Networks' property;
  - 4.8.4 not, where Principle Networks is providing Managed Services maintain, alter or adjust the Product except with the prior consent of Principle Networks;
  - 4.8.5 not destroy, deface or obscure any identifying mark or packaging on or relating to the Product; and
  - 4.8.6 keep the Product insured for its full price against all risks to the reasonable satisfaction of Principle Networks, ensure that Principle Networks' interest in it is noted on the relevant insurance policy, whenever requested by Principle Networks produce a copy of the policy of insurance to Principle Networks and procure that any insurance proceeds received in

respect of lost or damaged Product are paid to Principle Networks, to the extent required to satisfy the indebtedness of the Customer to Principle Networks.

- 4.9 The Customer may use the Product in accordance with the terms and conditions of the Agreement before title has passed to it, provided that the Customer operates the Product with a suitable stable power supply free from surges and fluctuations as recommended by the manufacturers of the Product.
- 4.10 Where Principle Networks supplies Third Party Products to the Customer, Principle Networks, or the Partner (as the case may be) shall at all times retain the ownership of the Third Party Products and the Customer shall have no interest in the Third Party Products, save as to use the Third Party Products, and insure them, as provided by the Agreement. Notwithstanding that the Third Party Products may have been affixed to any land or building, Principle Networks, or the Partner (as the case may be) shall continue to be the owner of them and they shall as between Principle Networks and the Customer remain the property of Principle Networks, or the Partner (as the case may be) and shall be returned to Principle Networks at the end of the Term, or (if sooner) the date of termination of the Agreement.
- 4.11 The Customer's right to possession and use of the Product shall terminate immediately if, before title of the Product passes to the Customer in accordance with clause 4.6, the:
- 4.11.1 Customer suffers an Insolvency Event;
  - 4.11.2 Customer fails to pay any sum due to Principle Networks under the Agreement on or before the due date; or
  - 4.11.3 Agreement terminates for any reason.
- 4.12 Principle Networks shall be entitled to recover payment for the Product (including by way of court action) notwithstanding that title of any of the Product has not passed from Principle Networks.
- 4.13 The Customer grants Principle Networks, its agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the Product is or may be stored in order to inspect it, or, where the Customer's right to possession and use has terminated, to recover it.
- 4.14 Principle Networks shall use reasonable endeavours pass on to the Customer the benefit of any third party manufacturer's warranty that applies to the Product, details of which will be supplied with the Product. Principle Networks reserves the right to charge the Customer a reasonable administration fee in carrying out such enforcement action at the Customer's request.
- 4.15 Principle Networks shall not in any circumstances be liable for any damage or defect to the Product caused by improper use of the Products or use outside its normal application.

## **5 Subscription Services and Licences**

- 5.1 Where the Customer Engagement Document(s) include the supply of Subscription Services and/or Licences, this clause 5 shall apply.
- 5.2 Unless specified otherwise in the Quotation, (a) Licences may be provided on a rolling basis or fixed term; and (b) Subscription Services may be provided on a rolling basis, fixed term or pay as you go basis. Each Licence and Subscription Service will have a renewal process. Where it is unclear in the Quotation whether a Licence or Subscription Service is being received, the default position shall be a Subscription Service, unless notified otherwise by Principle Networks. The foregoing shall not apply to Products or Services.
- 5.3 Principle Networks shall provide the Customer with all Licence/Subscription Terms and the Customer agrees to be bound by the Licence/Subscription Terms and to use reasonable endeavours to ensure that its end users are bound under similar obligations owed to the relevant third parties.

- 5.4 The Customer shall comply with the Licence/Subscription Terms indemnify, keep indemnified and hold harmless Principle Networks and its Partners from and against all claims, liabilities, costs, proceedings, regulatory fines, damages and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Principle Networks and/or its Partners that it may suffer or incur arising out of or in connection with the Customer's breach of any Licence/Subscription Terms howsoever arising.
- 5.5 Principle Networks may treat the Customer's breach of any Licence/Subscription Terms as a breach of the Agreement for the purposes of clause 18.
- 5.6 The Customer shall:
- 5.6.1 ensure that the number of persons using the Subscription Services or Licences does not exceed any applicable maximum numbers (if any);
  - 5.6.2 keep a complete and accurate record of the Customer's copying and disclosure of the Subscription Services or Licences and its users, and produce such record to Principle Networks on request from time to time;
  - 5.6.3 notify Principle Networks as soon as it becomes aware of any unauthorised use of the Subscription Services or Licences by any person; and
  - 5.6.4 pay, for broadening the scope of the licence of the Subscription Services or Licences to cover the unauthorised use, an amount equal to the fees that Principle Networks would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced.
- 5.7 The Customer shall permit Principle Networks to inspect and have access to any premises (and to the computer equipment located there) at or on that the Subscription Services and Licences is being kept or used, and have access to any records kept in connection with the licence of the Subscription Services and Licences, for the purpose of ensuring that the Customer is complying with the terms of this clause 5, provided that Principle Networks provides reasonable advance notice to the Customer of such inspections, that shall take place at reasonable times.

## **6 Services**

- 6.1 Where the Customer Engagement Document(s) includes Services, this clause 6 shall apply.
- 6.2 Principle Networks shall supply, and the Customer shall take and pay for, the Services in accordance with the Agreement.
- 6.3 At Principle Networks' request, all Managed Service work (including for Products) shall be acknowledged by the signature of an Authorised Representative of the Customer.
- 6.4 Principle Networks may, on prior notice to the Customer, make changes to the Services, provided such changes do not have a material adverse effect on the Customer's business operations.
- 6.5 Principle Networks does not warrant that the Services will be uninterrupted, error-free, or completely secure.

## **7 Principle Networks' Obligations**

- 7.1 Principle Networks shall:
- 7.1.1 use reasonable endeavours to ensure that the Services are performed by employees of Principle Networks possessing reasonable skills and experience;



- 7.1.2 notify the Customer when the installation of any Product, Subscription Services, Licences and/or Service (if applicable) is complete;
- 7.1.3 procure that third parties supply the Subscription Services, Licences and Services (as applicable) and the Products in accordance with all Applicable Laws with which it is bound to comply;
- 7.1.4 obtain at its own expense the licences, powers and consents necessary for it to perform its obligations under the Agreement; and
- 7.1.5 comply with all reasonable standards of safety and comply with the Customer's health and safety procedures from time to time in force at the premises where the Services are provided (if applicable).
- 7.2 Principle Networks and each Partner may at any time by giving reasonable prior notice the Customer make any changes to the Services, Subscription Services, Licences and/or Products that are necessary to comply with any applicable safety or other statutory requirements, or that do not materially affect the nature or quality of the Services, Subscription Services, Licences and/or Products.
- 7.3 Principle Networks may deliver all or any portion of the Agreement, including the supply of the Products, Subscription Services, Licences and/or Services by or through the use of a Partner. Notwithstanding anything to the contrary, Principle Networks reserves the right to amend the Products, Subscription Services, Licences and/or Services at any time if required by any applicable statutory or regulatory requirement or Change in Law, and Principle Networks shall use reasonable endeavours to notify the Customer in any such event.

## **8 Customer's Obligations**

- 8.1 The Customer shall:
  - 8.1.1 provide all assistance, information, and advice that Principle Networks may reasonably require; and
  - 8.1.2 do all acts that Principle Networks may reasonably request,
 to enable Principle Networks to comply with its obligations and responsibilities under the Agreement.
- 8.2 The Customer shall:
  - 8.2.1 provide the Customer Materials and any such information as Principle Networks may reasonably require in a timely manner and ensure it is correct in all material respects and at its own expense, retain duplicate copies of all Customer Materials;
  - 8.2.2 provide reasonable co-operation, assistance and facilities to Principle Networks in respect of Principle Networks' provision of the Services, Subscription Services, Licences and/or Products;
  - 8.2.3 give prompt attention to any matter raised by Principle Networks relating to the Customer's obligations and the provision of the Services, Subscription Services, Licences and/or Products;
  - 8.2.4 provide such access to its premises and equipment as may be reasonably required by Principle Networks in respect of Principle Networks' provision of the Services, Subscription Services, Licences and/or Products and in relation to such premises, ensure that there is not less than one employee, or representative of the Customer, present at the premises at all times when Principle Networks is at the premises;



- 8.2.5 ensure that any of the Products that are connected to or used with the Services must be connected and used in accordance with any instructions, safety or security procedures applicable to the use of those Products;
  - 8.2.6 comply with Applicable Laws with which it is bound to comply in its use and receipt of the Services, Subscription Services, Licences and/or Products;
  - 8.2.7 obtain and shall maintain all necessary licences, consents, and permissions necessary for Principle Networks, its contractors and agents to perform their obligations under the Agreement; and
  - 8.2.8 ensure that its network and systems comply with the relevant specifications provided by Principle Networks from time to time.
- 8.3 The Customer acknowledges that Principle Networks' ability to provide the Products, Subscription Services, Licences and Services (as applicable) is dependent upon the full and timely co-operation of the Customer (that the Customer agrees to provide), as well as the accuracy and completeness of any information and data the Customer provides to Principle Networks. Accordingly, the Customer shall provide Principle Networks with access to, and use of, all information, data and documentation reasonably required by Principle Networks for the performance by Principle Networks of its obligations under the Agreement.
- 8.4 To the extent that the Customer (its agents, sub-contractors or employees (including failure to deliver Customer Materials to Principle Networks)), does not fulfil its responsibilities under the Agreement or provide its consent, or does not do so in a timely fashion, then the Customer acknowledges and agrees that Principle Networks' and its suppliers' performance of its obligations may be affected or delayed and (without prejudice to Principle Networks' rights and remedies):
- 8.4.1 shall not be deemed to be in breach of the Agreement;
  - 8.4.2 Principle Networks reserves the right to charge the Customer for resources assigned to providing the Services, Subscription Services, Licences and/or Products even if not utilised (including the wasted time costs of any Principle Networks' employees, agents or subcontractors);
  - 8.4.3 Principle Networks reserves the right to change the scope of the Services, Subscription Services, Licences and/or Products or any timetable for their performance, but Principle Networks shall first consult with Customer and act reasonably;
  - 8.4.4 Principle Networks' Fees and any estimates may be affected and amended; and
  - 8.4.5 Principle Networks will be relieved of its obligations to the Customer to the extent that Principle Networks is prevented from providing the Services, Subscription Services, Licences and/or Products in accordance with the Agreement.
- 8.5 To the extent that Principle Networks and/or any Partner is unable to provide the Services, Subscription Services, Licences and/or Products as a result of the Customer not preparing the premises as required, then Principle Networks (without prejudice to any other remedy that it may have) reserves the right to charge the Fees to the Customer and additional charges to recover its loss arising from this event, in full.
- 8.6 The Customer shall give Principle Networks at least 90 calendar days' notice in writing prior to the removal of any Product(s) from the Customer's premises for which Principle Networks is providing Services. Principle Networks shall advise the Customer of any additional Fees and additional changes to the Agreement that shall be required for Principle Networks to provide the Managed Services at the new premises or location. Should the Product(s) be moved to a new location for which Principle Networks is reasonably unable to provide the Managed Services without incurring material additional expenditure then Principle Networks may terminate the Agreement in relation to those particular Product(s) with effect from the date of removal of the Product(s) and all Fees relating to the provision of Managed Services for those Product(s) will be immediately due and payable.

- 8.7 The Customer shall comply with the Licence/Subscription Terms and shall indemnify, keep indemnified and hold harmless Principle Networks and its Partners against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Principle Networks and/or its Partners arising out of or in connection with the Customer's breach of the Agreement howsoever arising or any negligent or wrongful act of the Customer, its officers, employees, contractors or agents.

## **9 Acceptance Testing Procedure**

- 9.1 Where the Services, Subscription Services, Licences and/or Products are subject to Acceptance Tests, Principle Networks may (or shall instruct a third party to) undertake the Acceptance Tests to determine whether the Services, Subscription Services, Licences and/or Products (as applicable) have met their Acceptance Criteria.
- 9.2 The time and date of the Acceptance Tests shall be recorded at the sole discretion of Principle Networks. Principle Networks is under no obligation to notify the Customer that it is, or is intending to, carrying out any Acceptance Tests.
- 9.3 Any requirements of the Customer in relation to the Acceptance Testing shall be notified by the Customer to Principle Networks prior to the Quotation being provided and will have been accepted to form part of the Acceptance Tests only on express, written confirmation of Principle Networks. Requirements requested after the Quotation being provided may result in the Fees (or any part of them) being increased to account for the additional requirements.
- 9.4 Principle Networks may (or shall instruct a third party) carry out the Acceptance Tests using the Acceptance Criteria. Where required by Principle Networks, or if agreed between the parties, the Customer shall attend and observe the Acceptance Tests.
- 9.5 If confirmation is required by the Customer that the Services, Subscription Services, Licences and/or Products (as applicable) have passed the Acceptance Test(s), Principle Networks shall request such confirmation from the Customer and the Customer shall not unreasonably withhold or delay its confirmation that the Services, Subscription Services, Licences and/or Products meet their Acceptance Criteria.
- 9.6 The Services, Subscription Services, Licences and/or Products shall pass the Acceptance Tests if, at the discretion of Principle Networks, the Services, Subscription Services, Licences and/or Products (as applicable) meet or exceed the Acceptance Criteria.
- 9.7 If the Services, Subscription Services, Licences and/or Products fail to pass the Acceptance Tests, Principle Networks shall (or shall instruct a third party to) remedy the defects and deficiencies and the relevant test(s) shall be repeated a reasonable time after such failure in accordance with clauses 9.4 and 9.5.
- 9.8 If the Services, Subscription Services, Licences and/or Products fail to pass any repeated Acceptance Tests (if any), the Customer may, by written notice to Principle Networks no later than 1 Business Day after the failed Acceptance Test(s), choose at its sole discretion and depending on the Products, Subscription Services, Licences and/or Services provided to the exclusion of any other rights and remedies:
- 9.8.1 to permit Principle Networks an extension of time to remedy any remaining defects and deficiencies and undertake such further Acceptance Tests as necessary;
  - 9.8.2 to accept the Services, Subscription Services, Licences and/or Products (or any part of them) subject to such amendment of the Services, Subscription Services, Licences and/or Products and/or reduction in the Fees as, after taking into account all the relevant circumstances, is reasonable; or

9.8.3 to reject the Services, Subscription Services, Licences and/or Products as not being in conformity with the Agreement, in which event the Customer may terminate the Agreement.

9.9 The Customer shall be deemed to have accepted that the Services, Subscription Services, Licences and/or Products have met their respective Acceptance Criteria on the earliest of, the:

9.9.1 Customer's written agreement to that effect;

9.9.2 expiry of 1 Business Day after successful completion of the relevant Acceptance Tests, unless the Services, Subscription Services, Licences and/or Products do not meet their respective Acceptance Criteria; and

9.9.3 live use of the Products (or the relevant part of them) by the Customer or any of its employees, agents or contractors.

9.10 It is the Customer's responsibility to flag any failures of the Services, Subscription Services, Licences and/or Products to Principle Networks.

## 10 Acceptable Use

10.1 Services, Subscription Services, Licences and/or Products supplied by Principle Networks and/or its Partners may only be used by the Customer for lawful purposes, and the Customer shall not (and shall not authorise or permit any third party to):

10.1.1 use any Services, Subscription Services, Licences and/or Products for the transmission of any information, data or other material that is in violation of any law or regulation, or that is defamatory, menacing, obscene, threatening or against human rights or in breach of any third party intellectual property right (including copyright) or in breach of trade secrets ("**Prohibited Material**");

10.1.2 use any Services, Subscription Services, Licences and/or Products for the transmission of any material that contains software viruses, malware or any other computer code, files or programs designed or intended to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

10.1.3 use any Services, Subscription Services, Licences and/or Products for mail-bombing, spamming or sending of unsolicited email messages to ten or more individual email recipients where the message could reasonably be expected to cause complaint or offence to some or all of the recipients; or

10.1.4 attempt to gain unauthorised access to any account or computer resource not belonging to the Customer, or attempt the authorised accessing, altering, interfering with, monitoring, or destruction of any network, system, equipment or information by any means or device.

10.2 Any breach of this clause 10 by the Customer shall be deemed to be a material breach of the Agreement. For this purpose, it shall be irrelevant whether the Customer is aware of the content of any information, data or material so transmitted or not. Principle Networks may suspend any Services and/or the provision of any Products without notice with immediate effect if in Principle Networks reasonable opinion, the Customer is in breach of this clause.

10.3 The Customer acknowledges that Principle Networks and its Partners are unable to exercise control over the content of the information, data and other material passing over any network or Service supplied by Principle Networks or its Partners and Principle Networks and its Partner hereby exclude all liability of any kind for the transmission or reception of Prohibited Material of any nature.

10.4 The Customer shall indemnify, keep indemnified and hold harmless Principle Networks and its Partners from and against all claims, liabilities, costs, proceedings, regulatory fines, damages and

expenses suffered or incurred by Principle Networks and/or its Partners resulting from the use of any Service and/or Products supplied by Principle Networks or its Partners, including but not limited to infringement of any intellectual property right of any kind, and breach of any legislation or regulation, or otherwise arising out of or in connection with any Prohibited Material. The Customer shall pay all costs, damages, award, fees (including reasonable legal fees) and judgements awarded against Principle Networks and/or its Partners arising from such claims and shall provide Principle Networks and/or its Partners with prompt notice of such claims, full authority to defend, compromise or settle such claims and all reasonable information, assistance and cooperation necessary to defend such claims, at the Customer's sole expense.

## **11 Contract Management**

- 11.1 Each party will designate a contract manager who will have day to day responsibility for the performance of their appointor's obligations under the Agreement.
- 11.2 Each party will promptly give the other party details of the person appointed and any changes in that appointment from time to time.
- 11.3 Each party shall ensure that its contract manager:
  - 11.3.1 is available for consultation by the other party at all reasonable times; and
  - 11.3.2 and any other relevant personnel attend all meetings reasonably requested by the other party.
- 11.4 The contract managers shall maintain correspondence by email, by telephone or in person as required and agreed between the parties.

## **12 Price and Payment**

- 12.1 The Customer shall pay Principle Networks the Fees in accordance with this clause 12.
- 12.2 In relation to Subscription Services and Licence(s), Fees may be based on a consumption basis. Where no frequency is set out in the Quotation, the consumption based Fees shall be calculated on a monthly basis. It is agreed and acknowledged by the Customer that the Fees for Subscription Services and Licence(s) (and all other services provided) may therefore regularly fluctuate in accordance with the consumption basis fees, for various reasons including, the Customer's usage and third party aspects each of which are outside of Principle Networks control. As an example, the foregoing may apply where the Customer purchases sim cards and exceeds the original planned usage. In this case, further consumption fees will apply and be payable by the Customer in accordance with these Conditions.
- 12.3 The Fees are exclusive of:
  - 12.3.1 VAT that shall be payable by the Customer to Principle Networks at the rate prescribed by law; and
  - 12.3.2 packaging and delivery costs.
- 12.4 Principle Networks shall invoice the Customer on the payment frequency agreed in the Quotation. Where no frequency is stated in the Quotation:
  - 12.4.1 Products shall be invoiced on or around the shipping date;
  - 12.4.2 Managed Services shall be invoiced on or around the Start Date(s) and on the annual anniversary of the Start Date(s) thereafter;
  - 12.4.3 Professional Services shall be invoiced on or around the delivery date;

- 12.4.4 Subscription Services and Licence(s) shall be invoiced on or around the applicable Start Date(s) and on the monthly or annual anniversary of the Start Date(s) thereafter; and
- 12.4.5 for any other products or services not falling under the above, invoices shall be raised on or around the Start Date or delivery date (as applicable).
- 12.5 There may be multiple Start Dates for each Service, Subscription Services and Licence(s) and therefore it is agreed and acknowledged that amounts for the foregoing under clause 12.4 may be invoiced on different dates.
- 12.6 Unless specified otherwise in the Customer Engagement Document(s), the Customer shall pay each invoice issued to it by Principle Networks within 30 calendar days of the date of such invoice, in full and in cleared funds in pounds sterling, by electronic transfer to the bank account nominated by Principle Networks from time to time. Payment is of the essence for all sums due from the Customer to Principle Networks.
- 12.7 All amounts due under the Agreement from the Customer to Principle Networks 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). Principle Networks may, without prejudice to any other rights it may have, set off any liability of the Customer to Principle Networks against any liability of Principle Networks to the Customer.
- 12.8 If the Customer makes payment is made by credit or debit card then the Customer shall pay all fees and service charges incurred by Principle Networks (if any) in handling such transactions, including fees charged by the credit or debit card company.
- 12.9 Without prejudice to any other right or remedy that Principle Networks may have, if the Customer fails to pay Principle Networks on the due date within a period of 30 days after being notified to do so, Principle Networks may suspend the Services without any liability to the Customer until such time as any overdue amount has been paid.
- 12.10 Principle Networks shall be entitled to withhold, set off or reduce payment of any amounts payable to the Customer by the amounts due to Principle Networks by the Customer under the Agreement.
- 12.11 Principle Networks may:
  - 12.11.1 increase the Fees (or any part of them) for the Services once every 12 months in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period that impact the provision of the Services. The first such increase shall take effect on the first anniversary of the Start Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index;
  - 12.11.2 increase the Fees (or any part of them) for any Products, Services, Subscription Services and/or Licences, in consideration of any direct costs, additional costs or cost increases that impact the provision of the Services, Products, Subscription Services and/or Licences. The first such increase shall take effect on the first anniversary of the Start Date;
  - 12.11.3 notwithstanding clause 12.11.2 and clause 12.11.2, upon reasonable prior written notice to the Customer, pass through to the Customer any increases in any input costs or third-party charges and increases of any Partner; and/or
  - 12.11.4 increase the Fees (or any part of them) at any time (including at the end of any Services Initial Period or Services Renewal Period) to reflect any increase in the cost of the Products and/or the Services that is due to any change in delivery dates, quantities or specifications for the Products and/or the Services that are requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give Principle Networks adequate information or instruction.
- 12.12 Notwithstanding any other rights and remedies of Principle Networks, if:

12.12.1 the Customer fails to make any payment under any Agreement on or before its due date;

12.12.2 any distress or execution is levied upon the Customer's property or assets; or

12.12.3 the Customer makes or offers any arrangement or composition with its creditors;

then Principle Networks shall be entitled to take any or all of the following courses of action:

12.12.4 by notice of not less than 5 Business Days, suspend or terminate the Agreement or any part thereof, without liability, for which payment has not already been made by the Customer, and where the Services, Subscription Services, Licences and/or Products are suspended and then recommenced Principle Networks may charge the reasonable cost of recommencing the Services, Subscription Services, Licences and/or Products; and/or

12.12.5 alter the Customer's payment terms. This may include requiring prepayment and demanding adequate assurance of due performance by the Customer through the provision of a bank guarantee.

12.13 If the Customer disputes an invoice in good faith, the parties shall follow the process in clause 20.12 and any interest payable shall only be payable after the dispute is resolved on sums found or agreed to be due, from 30 calendar days after the dispute is resolved until payment by the Customer.

12.14 This clause shall survive termination.

### **13 Intellectual Property Rights**

13.1 All Intellectual Property Rights belonging to a party prior to the Start Date will remain vested in that party.

13.2 All Intellectual Property Rights in the:

13.2.1 Services, Subscription Services, Licences and Products (including all suggestions, enhancements requests, Enhancements feedback, recommendations or other input provided by the Customer in respect of the Services) shall belong to Principle Networks or its third party licensors; and

13.2.2 Customer Materials shall belong to the Customer or its third party licensors.

13.3 Principle Networks hereby licenses its Intellectual Property Rights in the Services, Subscription Services, Licences and Products to the Customer on a non-exclusive, non-sublicensable (other than for any group companies of the Customer set out in the Quotation), non-transferrable, revokable basis in the United Kingdom for the Term to enable the Customer to make use of the Services, Subscription Services, Licences and Products, as applicable.

13.4 The Customer hereby licenses all Intellectual Property Rights in the Customer Materials to Principle Networks on a non-exclusive basis to enable Principle Networks to fulfil its obligations to the Customer under the Agreement.

13.5 The Customer shall indemnify, keep indemnified and hold harmless Principle Networks and its Partners from and against all claims, liabilities, costs, proceedings, regulatory fines, damages and expenses suffered or incurred by the other party as a result of or in connection with any claim that the:

13.5.1 Customer's use of the Services, Subscription Services, Licences and/or Products in accordance with the Agreement;

13.5.2 Customer Materials by the Customer or Principle Networks' use of them,

infringes the Intellectual Property Rights or other proprietary rights of any person.



13.6 This clause shall survive termination.

## **14 Change Control**

14.1 Either party may submit a written request for Change to the other party in accordance with this clause 15 but no Change will come into effect and be accepted until a Change Control Note has been signed by the authorised representatives of both parties.

14.2 If the Customer requests a Change:

14.2.1 the Customer will submit a written request to Principle Networks containing as much information as is necessary to enable the Supplier to prepare a Change Control Note; and

14.2.2 within 10 Business Days of receipt of a request, unless otherwise agreed in writing by the parties, Principle Networks will send to the Customer a Change Control Note.

14.3 If Principle Networks requests a Change, it will send to the Customer a Change Control Note.

14.4 A Change Control Note shall contain sufficient information to enable the Customer to assess the Change, including as a minimum:

14.4.1 the title of the Change;

14.4.2 the originator of the Change and date of request;

14.4.3 description of the Change and when it shall take effect; and

14.4.4 details of the effect of the proposed Change on:

14.4.4.1 the Products, Subscription Services, Licences and/or Services;

14.4.4.2 any relevant Start Date, initial period and duration;

14.4.4.3 the Fees;

14.4.4.4 any systems or operations of the Customer that communicate with, or are otherwise affected by, the Products, Subscription Services, Licences and/or Services;

14.4.4.5 any other term of the Agreement; and

14.4.5 provision for signature by the Customer and Principle Networks.

14.5 If, following the Customer's receipt of a Change Control Note pursuant to clause 14.2 or clause 14.3:

14.5.1 the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend the Agreement;

14.5.2 either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with clauses 20.12 and/or 20.15.

14.6 Each party will bear its own costs in relation to compliance with the Change Control Procedure.

## **15 Data Protection**

15.1 The Customer shall own all right, title and interest in and to all of the Customer Data (and any licences that pertain to such Customer Data) and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.



- 15.2 Principle Networks may collect and process Customer Data in its capacity as controller. The Customer may collect and process information relating to the employees of Principle Networks in its capacity as controller. If a party collects personal data it shall do so in accordance with its privacy notice, a copy of which will be provided by a party within 5 calendar days following a written request.
- 15.3 Principle Networks may also process Customer Data in its capacity as a Data Processor (defined below) when providing the Services. Where Principle Networks acts as a Data Processor, the following provision of this clause 14 shall apply.
- 15.4 Each party shall comply with applicable requirements of the DP Legislation. This clause 14 is in addition to and does not replace a party's obligations under the DP Legislation. The terms "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**", "**Process**" and "**Processing**" have the meanings prescribed in the DP Legislation.
- 15.5 For the purposes of the DP Legislation, the Customer is the Data Controller and Principle Networks is the Data Processor. The subject matter of processing is: for the provision of the Services; the duration of processing is: for the term of the Agreement; the nature of processing is: as is applicable, in relation to providing the Services to the Customer's business; the purpose of processing is: providing the Services to the Customer and its business; the types of personal data are: contact information (including addresses, phone numbers and email addresses) and technical data (including IP addresses, login data, browser types, and other technology on the devices used to access the Services); and the categories of data subject are: Customer personnel, Customer technical personnel, Customer third parties and business contacts in general.
- 15.6 Principle Networks shall:
- 15.6.1 process Personal Data only on written instructions of the Customer. If Principle Networks is required by any Applicable Laws to process Personal Data it shall, to the extent legally permitted, notify the Customer before doing so;
  - 15.6.2 have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, accidental loss or destruction of or damage to Personal Data;
  - 15.6.3 ensure that any transfer of Personal Data outside of the European Economic Area takes place only on documented instructions of the Customer and that the organisations to which the Personal Data is transferred ensure an adequate level of protection. Documented instructions of the Customer shall include any details within the Customer Engagement Documents and/or Quotation that form part of the Agreement;
  - 15.6.4 ensure that personnel who have access to or process Personal Data keep the Personal Data confidential;
  - 15.6.5 assist the Customer to respond to any request from a Data Subject and to provide reasonable assistance to the Customer complying with its obligations pursuant to Articles 32 to 36 of GDPR;
  - 15.6.6 notify the Customer without undue delay of a Personal Data breach;
  - 15.6.7 at the written direction of the Customer, delete or return Personal Data to the Customer on termination of the Agreement unless Principle Networks is required by law to store the Personal Data; and
  - 15.6.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor, provided that the Customer shall provide reasonable notice of audits, shall carry out audits no more than once per year (except where the Customer believes, acting reasonably that Principle Networks has breached the DP Legislation) and shall be responsible for the costs of the audit except where the audit reveals that Principle Networks has materially breached the DP Legislation.

- 15.7 If Principle Networks wishes to appoint a third-party processor, it shall notify the Customer.
- 15.8 The Customer warrants that any Personal Data it provides Principle Networks for the Services is GDPR compliant. The Customer further agrees to indemnify, keep indemnified and hold harmless Principle Networks and its Partners from all claims, liabilities, costs, proceedings, regulatory fines, damages and expenses (including legal expenses) suffered or incurred by Principle Networks or its Partners as a result of any use of such Personal Data where Principle Networks or its Partners has followed the Customer's instructions in relation to such use.

15.9 This clause shall survive termination.

## **16 Confidentiality**

16.1 If the parties have entered into a separate non-disclosure agreement in respect of the Services, such non-disclosure agreement shall prevail over clauses 16.2 to 16.5.

16.2 Each party shall treat as confidential all Confidential Information of the other party and shall not disclose such Confidential Information to any person other than in accordance with the Agreement.

16.3 Neither party shall use any Confidential Information of the other party other than to exercise its rights and perform its obligations under the Agreement.

16.4 A party's Confidential Information shall not be deemed to include information that:

16.4.1 is or becomes publicly known other than through any act or omission of the receiving party;

16.4.2 was in the other party's lawful possession before the disclosure;

16.4.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;  
or

16.4.4 is independently developed by the receiving party, that independent development can be shown by written evidence.

16.5 Either party may disclose the other's Confidential Information:

16.5.1 if and to the extent required by Applicable Law, by any securities exchange or regulatory or governmental body to which that party is subject wherever situated, or for the purpose of any judicial proceedings;

16.5.2 to its professional advisers, auditors and bankers; or

16.5.3 (in the case of Principle Networks only) to any employee, officer or agent of Principle Networks and any sub-contractor, vendor, partner, service or its employees, officer and employees, only to the extent required for Principle Networks to fulfil its obligations under the Agreement or deliver a service or solution,

provided that, in the case of clause 16.5.1 above, the disclosing party shall promptly notify the other party of such requirement (to the extent it is permitted to do so) and such disclosure is on terms that they keep it confidential in compliance with the restrictions set out in this clause 15.

16.6 Principle Networks shall be entitled to refer to the Customer as one of its clients in any of Principle Networks' promotional material.

16.7 This clause shall survive termination.

## **17 Limitation of Liability**

- 17.1 References to liability in this clause 17 include every kind of liability arising under or in connection with the Agreement including but not limited to liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise.
- 17.2 Nothing in the Agreement excludes the liability of Principle Networks:
- 17.2.1 for death or personal injury caused by Principle Networks' negligence;
- 17.2.2 for fraud or fraudulent misrepresentation; or
- 17.2.3 for any liability to the extent it could be limited or excluded by law.
- 17.3 Subject to clause 17.1 and clause 17.4:
- 17.3.1 Principle Networks shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement, even if it or its Partners have been advised of the possibility of such loss, liability or damages;
- 17.3.2 Principle Networks shall not be liable for any liabilities arising out of or in connection with the Customer making use of Products in respect of which it has given written notice under clause 9.8.3; any Product defect arising out of or in connection with the Customer's failure to follow Principle Networks' instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or, any liability arising out of or in connection with the Customer's alteration or repairs to the relevant Products without the written consent of Principle Networks;
- 17.3.3 Principle Networks shall not be liable for any special, indirect or consequential loss, costs, damages, charges or expenses arising out of or in connection with the manufacturer's defects to the Products, or the resultant use thereof; and
- 17.3.4 Principle Networks' total aggregate liability (including in respect of the indemnity at clause 13.5), arising in connection with the performance or contemplated performance of the Agreement shall be limited to no more than £1,000,000.
- 17.4 Except as expressly and specifically provided in the Agreement:
- 17.4.1 all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and
- 17.4.2 the Services and the Products are provided to the Customer on an "as is" basis without any warranty or representation of any kind.
- 17.5 This clause shall survive termination.

## **18 Suspension and Termination**

- 18.1 In the event that the Agreement is suspended by Principle Networks for any reason, during the suspension of Services the Customer shall continue to pay the amounts due or that become due under the Agreement. At the end of any such suspension the Customer shall pay to Principle Networks the reasonable cost of recommencing the provision of the Services, Subscription Services, Licences and/or Products.
- 18.2 In addition to any other right to terminate as set out in the Agreement, each party shall be entitled to terminate the Agreement immediately upon giving written notice to the other if:

- 18.2.1 the other party commits a material breach that is not capable of remedy or, if it is capable of remedy, the breaching party fails to remedy the material breach within 30 calendar days after receipt of notice giving full particulars of the breach and requiring it to be remedied;
- 18.2.2 the other party repeatedly breaches any of the terms of the Agreement in a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- 18.2.3 one or more of the following applies to the other party: (a) it ceases to trade; (b) it is unable to pay its debts; and/or (c) it suffers an Insolvency Event; or
- 18.2.4 a Force Majeure Event in accordance with clause 20.1.

## 19 Consequences of Termination

- 19.1 Termination of the Agreement shall be without prejudice to any rights and remedies of the parties that have accrued up to the date of termination.
- 19.2 On termination of the Agreement, subject to any Exit Plan:
  - 19.2.1 the Customer shall pay to Principle Networks all of Principle Networks' unpaid invoices and interest for the remainder of the Term (and where termination occurs prior to the end of the Term, invoices for the remainder of the Term had the Term not been terminated earlier) and, where no invoice has been submitted for the Products, Subscription Services, Licences and/or Services supplied, Principle Networks may submit an invoice that will be payable immediately;
  - 19.2.2 the Customer's right to receive the Subscription Services, Licences and Services shall cease automatically;
  - 19.2.3 the relationship of the parties shall cease and any rights or licences granted under or pursuant to the Agreement shall cease to have effect save as (and to the extent) expressly provided for in this clause 19;
  - 19.2.4 any provision that expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
  - 19.2.5 each of the parties shall immediately destroy the other party's property in its possession at the date of termination (except any encrypted material that may be needed to demonstrate compliance with Applicable Laws), including its Confidential Information, together with all copies of such Confidential Information, and shall make no further use of such Confidential Information; and
  - 19.2.6 the parties shall discuss any exit strategy, if required, including any associated costs.
- 19.3 This clause shall survive termination.

## 20 Other Important Terms

- 20.1 **Force Majeure.** Neither party shall be liable to the other for any delay or non-performance of its obligations under the Agreement arising from any Force Majeure Event, provided that it notifies the other party of the Force Majeure Event and the extent of any resulting delay or prevention and resumes performance of its obligations as soon as reasonably possible following the end of the Force Majeure Event, provided that the affected party notifies the other party of the Force Majeure Event; its expected duration; and the impact on the affected party's obligations. If the Force Majeure Event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than 30 calendar days, either party may terminate the Agreement by giving 14 calendar days' written notice to the other party.

- 20.2 **Notices.** Notices required to be given under the Agreement may be sent by email. Notices shall be deemed to have been duly received:
- 20.2.1 if sent by email, in the case of emails sent to Principle Networks, sent to [contractsadmin@principle-networks.com](mailto:contractsadmin@principle-networks.com) with high priority and a read receipt, and in the case of emails sent to the Customer, sent to the email address for notices as set out in the Quotation;
  - 20.2.2 if delivered personally, when left at the registered address of the relevant party or otherwise the address notified by the recipient to the other party in writing; or
  - 20.2.3 if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second day (excluding weekends and public holidays) after posting; or
  - 20.2.4 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 20.3 **Anti-Bribery, Modern Slavery and Criminal Finances.** Each party shall comply with the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 and not do, or omit to do, any act that will cause the other to be in breach of the Bribery Act 2010, the Modern Slavery Act 2015 or the Criminal Finances Act 2017.
- 20.4 **Assignment and Sub-Contracting.** Neither party may assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed). Principle Networks may sub-contract all or any of its obligations under the Agreement without the consent of the Customer.
- 20.5 **Further Assurance.** At any time, each party shall sign all documents and do or cause to be done all further acts and things as that party so requiring may reasonably require to give full effect to the terms of the Agreement. This clause shall survive termination.
- 20.6 **Third Party Rights.** For the purposes of the Contracts (Rights of Third Parties) Act 1999 no person who is not a party to the Agreement shall have any right to enjoy the benefit or enforce any of the terms of the Agreement, save that Principle Networks' provision of the Services to a Customer group company will not render any such Customer group company a third party beneficiary under the Agreement. This clause shall survive termination.
- 20.7 **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
- 20.8 **Waiver.** Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy under the Agreement or by law.
- 20.9 **Severability.** If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision shall be deemed to be omitted from the Agreement in so far as the Agreement relates to that jurisdiction and the validity and enforceability of that provision in other jurisdictions and the other provisions of the Agreement shall not be affected or impaired.
- 20.10 **No Partnership/Agency.** The Agreement constitutes a contract for the provision of services and not a contract of employment. Nothing in the Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

- 20.11 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 20.12 **Disputes.** Any dispute arising between the parties under the Agreement may be escalated to the management of the parties in the first instance, to attempt to resolve the dispute in good faith. Any unresolved dispute may then be referred to an independent arbitrator acceptable to both parties whose decision will be final. The commencement of management discussion or arbitration shall not prevent the parties commencing or continuing court proceedings.
- 20.13 **Claims Handling.** Where the Customer or any Customer group company brings a claim against Principle Networks arising out of or in relation to the Agreement, it shall bring a claim via the Customer only and each Customer group company shall not have any right to bring a claim against Principle Networks directly.
- 20.14 **Joint and Several.** The Customer and each of the Customer group companies in the Quotation (if any) shall be jointly and severally liable for their obligations under the Agreement.
- 20.15 **Governing Law and Jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation save that claims for injunctive relief in relation to allegations of breach of confidence and any claims relating to Intellectual Property Rights may be brought in any competent jurisdiction.

## 21 Definitions and Interpretation

- 21.1 In these Conditions, except where the context otherwise requires, and in addition to the terms defined in the Quotation, the following definitions apply:

**Acceptance Criteria:** the Customer's acceptance criteria agreed with Principle Networks and as specified in the Quotation (if any);

**Acceptance Tests:** the tests to be carried out on the Services, Subscription Services, Licences and Products (as applicable) as specified in the Quotation (if any);

**Agreement:** the agreement between the parties made up of the Customer Engagement Documents and the Conditions;

**Applicable Law:** all applicable laws, statutes, regulations and codes from time to time in force;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when the banks in London are open for business;

**Change:** an amendment to the scope, nature, volume or execution of the Products, Subscription Services, Licences and/or Services any other term or schedule of the Agreement;

**Change Control Note:** the written record of any Change agreed or to be agreed by the parties pursuant to the Change Control Procedure;

**Change Control Procedure:** the procedure for agreeing a Change as set out in clause 14;

**Change in Law:** the coming into effect of a new Applicable Law or a change in Applicable Law after acceptance (or deemed acceptance) of the Quotation in accordance with clause 1.4;

**Conditions:** the terms and conditions as set out in these Terms and Conditions of Business;

**Confidential Information:** any information of a confidential or proprietary nature concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of its



group (if applicable), including the existence of the Agreement, commercial information of each party, information that has been identified as being of a confidential or proprietary and information relating to a party's operations, processes, Intellectual Property Rights, plans, product information, know-how, designs, trade secrets, software, hardware, finances, market opportunities and customers, together with any other information that would be regarded as confidential or of a proprietary nature by a reasonable business person;

**Customer:** any individual person, entity, company, firm or organisation that purchases Products, Subscription Services, Licences and/or Services from Principle for use in its business or the business of a third party, as set out in the Quotation;

**Customer Data:** means the data inputted by the Customer, or Principle Networks on the Customer's behalf for the purpose of receipt and use of the Services;

**Customer Engagement Document:** means a Quotation, a Customer Support Plan, applicable Service Description(s) or a Scope of Work, as applicable, that the parties expressly state as being binding on the parties;

**Customer Materials:** all documents and materials of any kind in any form, (including hard copy and electronic form, and the Customer Data) provided by the Customer in connection with the Services, Subscription Services, Licences and/or Products;

**Customer Support Plan:** a document in which Principle Networks describes and/or specifies defined metrics, service levels and responsibilities of Principle Networks in respect of the relevant Services, Subscription Services, Licences and/or Products;

**DP Legislation:** in each case to the extent applicable to the parties and as amended, superseded or updated from time to time: (i) the retained EU law version of GDPR as it forms part of the law of England and Wales, by virtue of the European (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iv) any other applicable data protection and privacy laws;

**Enhancement:** means the enhancement or upgrade of any of the Products by the installation or addition of memory, co-processors, optional cards, manufacturer's modifications and/or any other changes to the technical specifications or configuration of the Products;

**Exit Plan:** means the plan regarding exit of the Agreement to be produced and maintained by Principle Networks as updated from time to time.

**Fees:** the fees for the Services, Subscription Services, Licences and Products (as applicable) payable in accordance with clause 12 and set out in the Customer Engagement Document(s), together with any additional charges applied to the Customer. Where Fees are not set out, the default rate shall be Principle Networks' day rates in place from time to time;

**Force Majeure Event:** any event or circumstances outside the reasonable control of either party affecting its ability to perform any of its obligations under the Agreement including (but not limited to) Act of God, fire, flood, severe weather, epidemic or pandemic, war, revolution, acts of terrorism, riot or civil commotion, trade embargo, strikes, lock-outs or other industrial action, and interruption of utility service, but excluding the Customer's inability to pay or make payment or circumstances causing the Customer's inability to pay;

**GDPR:** the General Data Protection Regulation ((EU) 2016/679);

**Hardware:** the items of computer equipment, or any instalment or parts thereof, listed in the Quotation and the operating software embedded within them that is acquired by the Customer from Principle Networks during the Term, including any Third Party Products;

**Insolvency Event:** the other party: (a) enters into liquidation or a winding up petition is presented against the company or a resolution is passed for the voluntary winding up of the company; (b)



enters into administration or any steps are taken to place the company into administration such as the filing at court of an administration application or a notice of intention to place the company into administration; (c) proposes to make any voluntary arrangements with its creditors; (d) has a receiver, liquidator, administrator, nominee, supervisor, trustee or an individual with a similar role appointed over any of its assets; or (e) suffers an event that, under the law of a different country, is equivalent to any of the previously specified acts or events;

**Intellectual Property Rights:** any current and future intellectual property rights and interests including patents, utility models, designs, design rights, copyright (including rights in software), decryption rights, database rights, trade marks, rights pursuant to passing off, service marks, business and trade names, domain names, know-how, topography rights, inventions, rights in confidential information (including technical and commercial trade secrets) and image rights, and rights of a similar or corresponding character in any part of the world, in each case whether registered or not and including any application for registration and renewals or extensions of such rights in any country in the world;

**Licence:** any licence to the Software provided by Principle Networks or any third party, technology vendors or Partner via Principle Networks to the Customer, excluding any Services;

**Licence/Subscription Terms:** the additional terms and conditions set out or referred to in the Quotation relating to the Subscription Services and/or Licences (and the Software in relation to the foregoing), and any other terms applicable to the Subscription Services and/or Licences, Third Party Products or other services provided, including those of third parties or Partners;

**Key Date:** any key date in the performance of Services and/or Deliverables, (if any) set out in the Customer Engagement Document(s);

**Managed Services:** the maintenance services, connectivity services, internet service provider services and hardware or software support services more particularly described in the Quotation, that are to be provided by Principle Networks to the Customer under clause 7 (including WAN Services and ISP Services);

**Partner:** means any third party organisation or subcontractor that Principle Networks elects to use to provide the Products, Subscription Services, Licences and Services, e.g. a third party that provides cloud services;

**Principle Networks:** Principle Networks Ltd (company number 11341216);

**Products:** Hardware, any documents, drawings, designs, photos, graphics, logos, typographical arrangements, and all other materials in any form (including hard copy and electronic form) supplied by Principle Networks or its agents, subcontractors and employees as part of or in relation to the Services, including Third Party Products;

**Professional Services:** the design, consulting and/or implementation services more particularly described in the Quotation, that are to be provided by Principle Networks to the Customer under clause 7;

**Prohibited Material:** has the meaning given to it in clause 10.1.1;

**Quotation:** Principle Networks' offer to the Customer for the Customer to purchase the Service(s) and/or Product(s);

**Scope of Works:** the scope of works document setting out the technical solution to be delivered by Principle Networks and any related consultancy services provided by Principle Networks to the Customer as part of the Services;

**Service(s):** the services described set out in the Quotation and any other services that Principle Networks provides, procures or agrees in writing to provide to the Customer from time to time, including drafting Scope of Works and providing the Managed Services and Professional Services;

**Services Initial Period:** means the period set out in the Quotation from which Services shall be provided, commencing on the Start Date. Where no Services Initial Period is stated in the Quotation, it shall mean 3 years commencing on the Start Date;

**Services Renewal Period:** the renewal period for Services set out in the Quotation (if any). Where no period is set out in the Quotation, the default Services Renewal Period shall be 12 months from the end of the Services Initial Period or the previous Services Renewal Period (as applicable);

**Software:** the computer programs listed in the Quotation that is acquired by the Customer from Principle Networks during the Term (that may belong to a Partner);

**Start Date:** the relevant date(s) on which the Service(s), Subscription Services and/or Licences (respectively) will start, as set out in the Quotation. In the absence of such date in the Quotation, the Start Date shall be the earlier of the date of delivery, provision, installation or use by the Customer;

**Subscription Services:** any Software provided by Principle Networks or any third party or Partner via Principle Networks to the Customer on a subscription basis, excluding any Services;

**Subscription/Licence Initial Period:** the initial Subscription/Licence initial period as set out in the Quotation, commencing on the Start Date. Where no period is set out in the Quotation it shall mean 3 years from the Start Date;

**Subscription/Licence Renewal Period:** the Subscription/Licence renewal period as set out in the Quotation, commencing on the Start Date. Where no period is set out in the Quotation it shall mean 12 months from the from end of the Subscription Licence Initial Period or the previous Subscription/Licence Renewal Period (as applicable);

**Subscription/Licence Term:** the Subscription/Licence Initial Period together with any subsequent Subscription/Licence Renewal Period as outlined in clause 2.2.2;

**Term:** the term of the Agreement as set out in clause 2.1; and

**Third Party Products:** the products and equipment that are owned by Principle Networks and/or the Partners and used by the Customer as part of the Services.

21.2 In these terms and conditions (except where the context otherwise requires):

- 21.2.1 the singular includes the plural and vice versa, and references to any gender includes the other genders;
- 21.2.2 references to a “**person**” includes an individual, corporation (whether incorporated or unincorporated), partnership, trust, unincorporated association and any other entity or association of any nature;
- 21.2.3 any words following the terms “**including**”, “**include**”, “**for example**” or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions; and
- 21.2.4 references to any legislation include any modification or re-enactment of that legislation and any subordinate legislation made (before or after the Agreement) under that legislation.