

NU-TEL COMMUNICATIONS OF NJ, INC.

SALES, LICENSING & INSTALLATION TERMS & CONDITIONS

Version 2 - August 2026

Equipment | Software Licensing | Installation | Implementation | Professional Services

IMPORTANT CONTRACT NOTICE

These Terms govern business purchases of equipment, software/licenses, installation and implementation services. They contain provisions concerning binding Orders, cancellation charges, deposits, site readiness, warranties, software licensing, security interests, E911, default, and limitations of liability.

Nu-TEL Communications of NJ, Inc.

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973-227-9664

SALES, LICENSING & INSTALLATION TERMS & CONDITIONS

These Terms are between Nu-TEL Communications of NJ, Inc. ("Nu-TEL") and the business customer identified in the applicable Sales Agreement or Order ("Customer"). Together with each applicable Sales Agreement, Order, Proposal, Statement of Work, Change Order and document expressly incorporated by reference, these Terms form the "Agreement."

1. SCOPE

These Terms apply to equipment, materials, hardware, software, licenses and related products ("Products") supplied by Nu-TEL and to installation, implementation, configuration, programming, project management, training, warranty and related professional services ("Services") identified in an applicable Nu-TEL Sales Agreement, Order, Proposal, Statement of Work or Change Order. Post-warranty maintenance and ongoing technical support are not included unless expressly stated and may be governed by a separate Nu-TEL Support Services Agreement. Recurring hosted VoIP, SIP, cloud or telecommunications services may also be governed by separate Nu-TEL Service Terms & Conditions.

2. ORDERS AND ACCEPTANCE

Customer may order Products and Services by signing or electronically accepting a Sales Agreement, Order, Proposal, Statement of Work or other ordering document. Customer represents that the person accepting the Order has authority to bind Customer. All Orders are subject to Nu-TEL's acceptance.

2.1 Nu-TEL Acceptance

Nu-TEL may accept an Order by countersigning it, accepting an initial payment, ordering or reserving Products or licenses for Customer, commencing engineering or configuration work, scheduling or beginning installation, submitting carrier or number-porting requests, shipping Products, or otherwise beginning performance. Once accepted, the Order is binding on Customer regardless of whether installation, implementation, activation, delivery, cutover or Customer's actual use has occurred.

2.2 Change Orders

Changes to scope, quantities, locations, Products, software, licensing, design, installation requirements, schedule or other material terms may require a written Change Order accepted by Nu-TEL and Customer. Additional work requested by Customer and performed by Nu-TEL may also be billed at then-current rates when the applicable Order authorizes time-and-materials work.

2.3 Purchase Orders

Customer purchase orders may be used for Customer's internal administrative purposes. The Nu-TEL Sales Agreement or Order remains the controlling contractual document. Any preprinted or electronic terms contained in Customer's purchase order, procurement portal or similar document that conflict with or add to the Agreement are rejected and do not modify the Agreement unless expressly accepted in a writing signed by an authorized Nu-TEL representative.

3. CANCELLATION OF ACCEPTED ORDERS

After Nu-TEL accepts an Order, Customer may not cancel, abandon, repudiate or elect not to proceed without liability, except as expressly provided in the Agreement or required by applicable law. Customer acknowledges that Nu-TEL may immediately order Products, commit to non-cancelable licenses or vendor services, allocate technical personnel, perform engineering and programming, reserve installation capacity, incur shipping or project-management expenses, and make other commitments in reliance on Customer's Order.

3.1 One-Time Equipment and Installation Orders

For an accepted Order consisting primarily of one-time equipment, licensing and/or installation charges and not subject to a committed recurring service term, Customer shall pay: (a) all Services performed through cancellation; (b) one hundred percent (100%) of non-returnable, special-order, configured, programmed, activated, registered or customized Products and licenses; (c) applicable manufacturer, distributor or vendor cancellation charges; (d) shipping, freight and handling incurred; (e) reasonable engineering, programming, project-management and professional-service charges incurred; and (f) for Products that Nu-TEL is able to return, Nu-TEL's applicable restocking charge, which is twenty percent (20%) unless a different charge is stated in the Order or imposed by the applicable supplier. Any refundable balance of a deposit will be applied only after these amounts are determined.

3.2 Orders With a Committed Recurring Component

If the Sales Agreement or Order also includes a committed recurring service, license, subscription or other recurring charge, cancellation of that committed component is subject to the early-termination provision in the applicable Nu-TEL service agreement or, if no separate provision applies, the following liquidated-damages formula:

50% x Monthly Recurring Charges x Remaining Months in the Committed Term

3.3 Reasonableness

The parties acknowledge that damages from cancellation may include committed vendor costs, lost margin, allocated engineering and installation resources, administrative expense and other losses that may be difficult to determine precisely when the Order is accepted. Any liquidated Early Termination Charge is intended as a reasonable estimate of anticipated damages and compensation to Nu-TEL, not as a penalty. Nu-TEL will not collect both liquidated damages and the same future recurring charges for the same period.

4. PRICING, DEPOSITS, INVOICING AND PAYMENT

Customer shall pay the prices and fees stated in the applicable Order. Any initial deposit or down payment stated in the Order is due as specified in that Order. Unless otherwise stated, other invoices are due within thirty (30) days of invoice date. Deposits may be applied against amounts due under the Order, including authorized cancellation charges. A deposit is not necessarily refundable after Nu-TEL has accepted an Order and incurred costs or commitments.

4.1 Late Charges and Collection

Overdue amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Nu-TEL may suspend performance on overdue accounts after any notice required by the Agreement or applicable law. Customer shall reimburse Nu-TEL for reasonable collection costs, including reasonable attorneys' fees, to the extent permitted by law.

4.2 Taxes and Governmental Charges

Customer is responsible for applicable sales, use and other taxes, regulatory assessments and governmental charges unless Customer provides valid exemption documentation before invoicing.

5. SECURITY INTEREST

To secure payment of amounts due for Products sold under an Order, Customer grants Nu-TEL a purchase-money security interest, to the extent permitted by applicable law, in Products for which the purchase price remains unpaid. Customer authorizes Nu-TEL to take commercially reasonable actions necessary to perfect such security interest, including filing appropriate financing statements where legally permitted. This Section does not authorize self-help that is prohibited by law.

6. INSTALLATION - CUSTOMER SITE RESPONSIBILITIES

Customer is responsible for obtaining landlord, building-owner and other approvals and permits assigned to Customer under the applicable Order or by law. Customer shall provide a safe, accessible and suitable work environment, including required electrical service, grounding, environmental conditions, network connectivity, pathways, racks, backboards, conduit and other site prerequisites identified by Nu-TEL. Work or materials not included in the Order, including special conduit, plenum requirements, construction, electrical work or remediation, are separately billable.

6.1 Delays Caused by Customer or Site Conditions

If Customer fails to satisfy site, access, information, payment or other prerequisites, Nu-TEL may delay or suspend performance and charge reasonable resulting costs, including remobilization, storage, return trips, expedited shipping or rescheduling. If a Customer-caused delay continues for thirty (30) days, Nu-TEL may treat the Order as cancelled by Customer and apply Section 3.

6.2 Premises Restoration

Unless expressly included in the Order, Nu-TEL is not responsible for replacing ceiling tiles, repairing or refinishing walls, floors or panels, painting, plastering, patching, construction or other restoration of Customer's premises following installation or removal of Products.

6.3 Third-Party Information and Access

Customer shall timely provide information, credentials and authorized access reasonably required for Nu-TEL to integrate with third-party products, networks, carriers, applications or services. Customer represents that it has authority to provide such access and has obtained necessary consents and licenses.

7. DELIVERY, CUTOVER AND ACCEPTANCE

For physical Products, delivery occurs when Products are delivered to Customer's designated location or otherwise placed in Customer's possession. For an installed system, "Cutover" means the point at which the material functionality of the System is connected, enabled or made available for Customer's intended business use. Minor punch-list items, omissions or variances that do not materially impair overall operation do not delay Cutover or acceptance.

7.1 Customer Acceptance

Customer shall reasonably inspect the Products and Services at delivery or Cutover and promptly identify material deficiencies. Customer's use of the installed System in ordinary business operations, execution of a delivery/acceptance certificate, or failure to identify a material deficiency within a reasonable period after Cutover may evidence acceptance, without waiving valid warranty claims.

7.2 Site Not Ready

If the site is not ready within ninety (90) days after the applicable Order date due to circumstances not caused by Nu-TEL, Nu-TEL may propose revised pricing or scheduling, continue at the original pricing if commercially practicable, store or deliver Products and invoice applicable amounts, or terminate the Order and recover cancellation charges and costs under Section 3.

8. RISK OF LOSS AND TITLE

Risk of loss or damage to physical Products passes to Customer upon delivery to Customer's premises or designated delivery location, except to the extent loss or damage is caused by Nu-TEL while Products remain under Nu-TEL's exclusive control. Title to purchased physical Products passes as provided in the applicable Order, subject to Nu-TEL's security interest for unpaid amounts.

9. LIMITED WARRANTY

Nu-TEL warrants its installation workmanship for twelve (12) months from Cutover unless the applicable Order states a different period. Nu-TEL's obligation for a valid workmanship warranty claim is, at its option, to correct the defective workmanship or reperform the affected installation Services. This is Customer's exclusive remedy for breach of Nu-TEL's installation-workmanship warranty.

9.1 Manufacturer Products and Warranties

Hardware, software and other third-party Products are subject to the applicable manufacturer's or licensor's warranty, support policy and end-of-life terms. Nu-TEL does not independently extend a manufacturer's warranty unless the applicable Order expressly states that Nu-TEL is providing separate parts coverage. Nu-TEL may reasonably assist Customer with a manufacturer warranty claim during the applicable warranty period, subject to the Order and manufacturer requirements.

9.2 Warranty Exclusions

Warranty coverage does not apply to damage or failure caused by misuse, abuse, accident, fire, lightning, liquid, power event, unsuitable environment, unauthorized wiring or modification, work by persons other than Nu-TEL or its authorized representatives, Customer network conditions, malware or cyberattack, relocation without Nu-TEL approval where relocation contributes to the failure, or other causes outside Nu-TEL's reasonable control.

10. SOFTWARE AND LICENSING

Software and licenses supplied by Nu-TEL may be owned by manufacturers, licensors or other third parties. Customer shall comply with all applicable end-user license agreements ("EULAs"), subscription terms, license restrictions, support policies and manufacturer terms. Where third-party license terms conflict with these Terms regarding use, ownership, copying, access or restrictions applicable to that third-party software, the third-party license terms control.

10.1 Nu-TEL-Owned Software

If an Order expressly identifies software owned or licensed directly by Nu-TEL, then, subject to full payment, Nu-TEL grants Customer only the non-exclusive, non-transferable, non-sublicensable right stated in the applicable Order for Customer's internal business use. Nu-TEL retains all ownership and intellectual-property rights not expressly granted.

10.2 License Compliance

Customer shall not exceed licensed users, ports, devices, storage, features, sites or other licensed capacity and shall not copy, reverse engineer, sublicense, distribute or otherwise use software except as permitted by the applicable license terms and mandatory law. Customer is responsible for its employees', contractors' and users' compliance with applicable license restrictions.

11. CONFIDENTIALITY

Each party shall protect the other's non-public confidential business, technical, pricing, security and proprietary information using at least reasonable care and use it only as necessary to perform or receive the Agreement. Confidential Information excludes information lawfully public, previously known without restriction, lawfully received from a third party without restriction, independently developed, or required to be disclosed by law. These obligations survive termination.

12. VOIP, NETWORK AND THIRD-PARTY DEPENDENCIES

Customer acknowledges that IP-based Products and Services may depend upon Customer's data network, Internet service, electrical power, firewalls, routers, switches, DNS, carriers, cloud providers, software vendors and other third parties. Nu-TEL does not warrant uninterrupted or error-free operation resulting from conditions outside its reasonable control.

13. SECURITY, PRIVACY FEATURES AND TOLL FRAUD

Nu-TEL does not warrant that Products will prevent fraudulent intrusion, compromised credentials, unauthorized use, toll fraud or loss of proprietary information. Call recording, monitoring, voicemail access and similar features may be regulated by privacy, consent, employment and other laws. Customer is responsible for lawful use and reasonable security of accounts, credentials, networks and devices. Unless directly caused by Nu-TEL's gross negligence or willful misconduct, Customer is responsible for charges resulting from unauthorized use of Customer's systems or credentials.

14. E911 AND REMOTE USERS

Customer acknowledges that emergency calling on VoIP, SIP, IP phones, softphones and mobile applications may differ from traditional telephone service. Customer is responsible for providing and maintaining accurate physical-location information for users, devices and telephone numbers where required. Moving a device or using a remote application from another location without updating applicable E911 information may cause an emergency call to be routed incorrectly or display an incorrect location. Customer is responsible for informing its users and maintaining an alternative means of contacting emergency services where appropriate.

15. DEFAULT

Customer is in default if Customer fails to pay amounts when due or materially breaches the Agreement and fails to cure within the applicable cure period. For payment defaults, Customer shall have ten (10) days after written notice to cure unless applicable law requires otherwise. Upon uncured default, Nu-TEL may suspend further delivery, installation, licensing or Services; require payment of amounts then due; exercise lawful rights with respect to collateral subject to a perfected security interest; and pursue other remedies available under the Agreement or law. Nu-TEL will not remotely disable Customer-owned equipment solely as a collection remedy unless expressly authorized by applicable law and the relevant license or financing terms.

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NU-TEL SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST OPPORTUNITIES, LOSS OF DATA, OR TOLL-FRAUD OR UNAUTHORIZED-USE CHARGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY THAT CANNOT LAWFULLY BE LIMITED, NU-TEL'S AGGREGATE LIABILITY ARISING FROM AN ORDER SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO NU-TEL UNDER THE ORDER GIVING RISE TO THE CLAIM.

17. INDEMNIFICATION FOR CUSTOMER-CONTROLLED CONDITIONS

To the extent permitted by law, Customer shall defend, indemnify and hold Nu-TEL harmless from third-party claims, fines, losses or expenses arising from Customer's failure to obtain required site permissions or permits assigned to Customer, Customer's unlawful use of recording or monitoring features, Customer-provided content or applications, or Customer's unauthorized provision of access to third-party systems, except to the extent caused by Nu-TEL's negligence or willful misconduct.

18. FORCE MAJEURE

Nu-TEL is not liable for delay or failure caused by circumstances beyond its reasonable control, including natural disaster, fire, flood, severe weather, war, terrorism, civil disturbance, labor dispute, governmental action, electrical or Internet outage, carrier failure, manufacturer or supply-chain disruption, transportation interruption, cyberattack affecting third parties or similar events. Performance is excused to the extent and duration reasonably affected.

19. LEASE OR FINANCING

If an Order contemplates third-party leasing or financing, Nu-TEL may assist Customer in submitting information to potential financing providers, but Nu-TEL does not control approval, interest rates, fees or financing terms. Customer is responsible for information required by the financing provider and for reviewing and accepting the financing agreement. Unless expressly stated otherwise, third-party financing does not expand Nu-TEL's warranty obligations.

20. SUPPORT AFTER WARRANTY

Ongoing maintenance, technical support, parts coverage and post-warranty service are not included unless expressly stated in the Order. Such services may be available under a separate Nu-TEL Support Services Agreement and associated Support Services Terms & Conditions.

21. NON-SOLICITATION

During performance of the applicable Order and for twelve (12) months thereafter, Customer shall not knowingly solicit for employment any Nu-TEL employee who was materially involved in providing Services to Customer, except through a general employment solicitation not specifically directed at that employee. This provision applies only to the extent permitted by applicable law.

22. ASSIGNMENT AND SUBCONTRACTING

Customer may not assign the Agreement without Nu-TEL's prior written consent, which will not be unreasonably withheld. Nu-TEL may assign the Agreement in connection with a merger, acquisition, reorganization, sale of assets or transfer to an affiliate. Nu-TEL may use qualified subcontractors and third-party providers in performing Services, subject to the Agreement.

23. GOVERNING LAW AND VENUE

The Agreement is governed by the laws of the State of New Jersey, without regard to conflict-of-law principles. To the extent permitted by applicable law, legal actions arising from the Agreement shall be brought in a court of competent jurisdiction in New Jersey, and the parties consent to such jurisdiction and venue.

24. SEVERABILITY AND WAIVER

If any provision is held invalid or unenforceable, it shall be enforced to the maximum extent permitted and the remaining provisions remain effective. Failure to enforce a provision is not a waiver. Any waiver must be in writing and applies only to the specific matter stated.

25. ENTIRE AGREEMENT; ORDER OF PRECEDENCE

These Terms, together with the applicable Sales Agreement, Order, Proposal, Statement of Work, Change Order and documents expressly incorporated by reference, constitute the entire agreement concerning the Products and Services covered by that Order and supersede prior oral or written representations and agreements concerning the same subject matter. A specifically negotiated provision in an Order signed by both parties controls over a conflicting provision in these Terms for that Order.

26. ELECTRONIC SIGNATURES AND COUNTERPARTS

The Agreement may be executed electronically and in counterparts. Electronic signatures, scanned signatures and electronically transmitted signatures have the same force and effect as originals to the extent permitted by law.

27. SURVIVAL

Payment obligations, cancellation charges, software-license restrictions, confidentiality, limitation of liability, indemnification, collection rights, security-interest rights, governing law and provisions that by their nature are intended to survive will survive completion, expiration or termination of the Agreement.

ACKNOWLEDGMENT & EXECUTION

Customer acknowledges that it has read and understands these Sales, Licensing & Installation Terms & Conditions and has had an opportunity to review the Agreement and consult with legal counsel before execution.

Customer specifically acknowledges that an accepted Order is binding; cancellation after acceptance may result in charges under Section 3; deposits may be applied to committed and unrecovered costs; manufacturer software and licensing terms may apply; and post-warranty Support Services are not included unless expressly stated.

CUSTOMER	
Company / Legal Name:	_____
Authorized By:	_____
Title:	_____
Signature:	_____
Date:	_____

NU-TEL COMMUNICATIONS OF NJ, INC.	
Company / Legal Name:	_____
Authorized By:	_____
Title:	_____
Signature:	_____
Date:	_____

CANCELLATION / EARLY TERMINATION ACKNOWLEDGMENT	
Customer specifically acknowledges Section 3 and understands that after Nu-TEL accepts an Order, cancellation may require payment for committed equipment, licenses, vendor charges, completed work, restocking, professional services and, where applicable, liquidated damages for a committed recurring component.	
Customer Initials: _____	