

NU-TEL COMMUNICATIONS OF NJ, INC.

SUPPORT SERVICES TERMS & CONDITIONS

Version 2 - August 2026

Business Telephone Systems, VoIP, SIP, Legacy Platforms, Equipment and Technical Support

IMPORTANT CONTRACT NOTICE

These Terms govern Nu-TEL support and maintenance services and contain provisions concerning committed support terms, automatic renewal, support response targets, legacy and end-of-life systems, exclusions, early termination charges, E911, payment obligations, and limitations of liability.

Nu-TEL Communications of NJ, Inc.
376 Hollywood Ave, STE 208
Fairfield, NJ 07004
973-227-9664

SUPPORT SERVICES TERMS & CONDITIONS

Nu-TEL Communications of NJ, Inc. ("Nu-TEL") agrees to provide support for the telephones, equipment, software, applications, and related communications system identified in the applicable Support Services Agreement (the "System") according to these Terms. These Terms, together with the applicable Support Services Agreement, Order, Proposal, and documents expressly incorporated by reference, constitute the "Agreement." Customer means the business entity identified in the applicable Support Services Agreement.

1. SCOPE AND COVERED SYSTEM

In return for the fees stated in the applicable Support Services Agreement, Order, or Proposal, Nu-TEL will provide the support services described in this Agreement for the telephone system, communications equipment, hardware, software, applications, and other products specifically identified as covered (collectively, the "System"). Only equipment, software, locations, and services expressly identified as covered are included. Products added after execution are not covered unless accepted by Nu-TEL in writing.

2. SUPPORT TERM AND CONTRACTUAL COMMITMENT

The initial Support Term is stated in the applicable Support Services Agreement. Customer's contractual commitment becomes binding when Nu-TEL accepts the signed Support Services Agreement, Order, or Proposal. The commitment is not contingent upon Customer's use of support, occurrence of a service event, completion of onboarding, or activation of manufacturer support. Unless otherwise stated, the Support Term begins on the effective date shown in the applicable Support Services Agreement.

3. RENEWAL

After the initial Support Term, the Agreement will automatically renew for the same term unless Customer gives Nu-TEL written notice of non-renewal at least thirty (30) days before the expiration of the then-current term, subject to applicable law. Pricing may change upon renewal. Nu-TEL may provide the renewal price on an invoice, renewal notice, quotation, or other written communication. Continued acceptance of Services after renewal constitutes acceptance of the renewed pricing to the extent permitted by law.

4. PAYMENT

Customer agrees to pay the support fees stated in the applicable Support Services Agreement at the billing interval selected or specified, which may be monthly, quarterly, semi-annually, annually, or otherwise agreed. Unless otherwise stated, invoices are due within thirty (30) days. Nu-TEL may suspend support for overdue accounts after any notice required by this Agreement or applicable law. Suspension does not waive Customer's payment obligations or extend the Support Term.

5. COVERAGE HOURS AND RESPONSE TARGETS

Unless the applicable Support Services Agreement provides otherwise, standard coverage hours are 8:00 a.m. through 5:00 p.m. Eastern Time, Monday through Friday, excluding Nu-TEL-observed holidays ("Coverage Hours").

5.1 Major Service Events

A "Major Service Event" is a failure that Nu-TEL reasonably determines materially affects approximately fifty percent (50%) or more of the operational capability of the covered System, or prevents the primary business telephone service from functioning for a substantial portion of users. Nu-TEL's target is to begin response activities within four (4) Coverage Hours after Nu-TEL receives sufficient notice and information to open the service request.

5.2 Minor Service Events

For non-major service problems, Nu-TEL's target is to begin response activities within twenty-four (24) Coverage Hours after notification. Response times are targets for initial technical response and are not guaranteed repair or resolution times. Resolution may depend on remote access, Customer availability, parts, third-party carriers, manufacturers, software providers, network conditions, and other factors outside Nu-TEL's control.

5.3 After-Hours Service

Work requested outside Coverage Hours is not included unless expressly stated in the applicable Support Services Agreement. After-hours work may be provided subject to technician availability and billed at Nu-TEL's then-current after-hours or emergency rates.

6. REMOTE AND ONSITE SUPPORT

Nu-TEL may determine whether a service request can reasonably be handled remotely or requires an onsite visit. Customer will provide reasonable remote access, credentials, network access, system information, and an authorized contact when necessary. Travel, parking, tolls, special access requirements, and onsite labor may be separately billable unless expressly included in the applicable Support Services Agreement.

7. EXTENDED PARTS COVERAGE

If the applicable Support Services Agreement expressly includes an extended parts warranty or parts coverage, Customer shall promptly notify Nu-TEL of a covered defect. Subject to availability and the exclusions in this Agreement, Nu-TEL may repair or replace defective covered equipment at its option. Removed or exchanged parts become Nu-TEL's property. Replacement parts may be new, remanufactured, refurbished, or functionally equivalent. Coverage is conditioned upon Customer being current on all amounts due.

7.1 Parts Exclusions

Unless specifically included in writing, parts coverage does not include batteries, consumables, cords, cabling, customer-provided equipment, cosmetic damage, liquid damage, abuse, misuse, power damage, lightning, environmental damage, unauthorized modifications, unsupported third-party products, or parts that are commercially unavailable or no longer supported by the manufacturer.

8. LEGACY, END-OF-LIFE AND MANUFACTURER-UNSUPPORTED SYSTEMS

Customer acknowledges that equipment, software, applications, operating systems, releases, or components may be designated End-of-Life, End-of-Sale, End-of-Support, obsolete, or otherwise unsupported by the manufacturer. Nu-TEL will use commercially reasonable efforts to support such systems based on available expertise, documentation, replacement parts, software, licenses, and other resources. Nu-TEL does not guarantee that manufacturer assistance, replacement parts, software updates, security updates, patches, firmware, licenses, or compatible components will remain available.

8.1 Legacy System Limitations

Nu-TEL is not responsible for delays, inability to repair, inability to restore functionality, security vulnerabilities, software incompatibilities, or other conditions resulting from age, obsolescence, manufacturer restrictions, unavailable parts, or unsupported software. Nu-TEL may recommend or require an upgrade or replacement when continued support becomes impractical, unreliable, insecure, or commercially unreasonable. Upgrades, replacement equipment, licenses, manufacturer contracts, and migration services are separately billable unless expressly included.

9. ADDED OR REMOVED PRODUCTS

If Customer adds products to the System, the added products become covered only after Nu-TEL inspects or otherwise approves them and agrees in writing to add them to the Agreement. Nu-TEL may adjust support fees to reflect additional equipment, users, locations, complexity, or manufacturer costs. Removal of products during a committed Support Term does not automatically reduce the committed support fee unless Nu-TEL agrees in writing.

10. WORK OUTSIDE THE SCOPE OF SUPPORT

Unless expressly included in the applicable Support Services Agreement, routine support does not include moves, adds, changes, major programming, redesigns, upgrades, migrations, new installations, structured cabling, network remediation, cybersecurity projects, system documentation projects, data extraction, configuration exports, data dumps, transition assistance to another provider, carrier coordination unrelated to a covered incident, project management, training, or other professional services. Such work may be quoted separately or billed on a time-and-materials basis at Nu-TEL's then-current rates.

11. CUSTOMER RESPONSIBILITIES

Customer shall provide reasonable access to the System, premises, network, authorized contacts, passwords or credentials, manufacturer information, and other items reasonably necessary for Nu-TEL to provide support. Customer is responsible for maintaining appropriate data backups, configuration backups where available, electrical protection, environmental conditions, Internet connectivity, network operation, and cybersecurity practices unless those items are expressly included in the Support Services Agreement.

12. GENERAL EXCLUSIONS

This Agreement does not cover damage, malfunction, failure, or service work caused in whole or in part by failure to follow instructions; misuse, abuse, negligence, accident, vandalism, liquid, fire, lightning, power surge, electrical problems, environmental conditions, acts or omissions of third parties, carrier or Internet failures, customer network problems, malware, cyberattack, unauthorized access, toll fraud, unauthorized modifications, unsupported software, equipment not listed as covered, building wiring, outside-plant wiring, or other conditions outside Nu-TEL's reasonable control, unless expressly included in writing.

13. VOIP, NETWORK AND THIRD-PARTY DEPENDENCIES

Customer acknowledges that VoIP, SIP, cloud applications, remote phones, and modern communications systems may depend on Customer's data network, Internet service, electrical power, firewalls, routers, switches, DNS, third-party carriers, software vendors, licensing servers, and public or private networks. Nu-TEL does not warrant uninterrupted or error-free operation of systems dependent upon services or equipment outside Nu-TEL's control.

14. SECURITY, PRIVACY FEATURES AND TOLL FRAUD

Nu-TEL does not warrant that the System will prevent fraudulent intrusion, unauthorized use, compromised credentials, toll fraud, or loss of proprietary information. Features such as call recording, monitoring, voicemail access, silent monitoring, and similar functions may be subject to privacy, consent, employment, and other laws. Customer is responsible for lawful configuration and use. Unless directly caused by Nu-TEL's gross negligence or willful misconduct, Customer is responsible for charges arising from unauthorized use of Customer's System, accounts, credentials, or telecommunications services.

15. E911 AND REMOTE USERS

Customer acknowledges that emergency calling on VoIP, SIP, remote 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, telephone numbers, and locations where required. Moving a device or using a remote application from another location without updating applicable E911 information may cause emergency calls to be routed to an incorrect emergency center or display an incorrect location. Customer is responsible for informing its users of these limitations and maintaining an alternative method of reaching emergency services where appropriate.

16. EARLY TERMINATION AND LIQUIDATED DAMAGES

Customer acknowledges that support pricing is based upon Customer's commitment for the entire Support Term. If Customer cancels, terminates, repudiates, abandons, or otherwise discontinues this Agreement before expiration of the committed Support Term for any reason other than Nu-TEL's uncured material breach, Customer shall pay an Early Termination Charge as liquidated damages.

50% x Remaining Monthly Equivalent Support Charges x Number of Months Remaining in the Committed Support Term

16.1 Calculation and Additional Amounts

If Customer is billed quarterly, semi-annually, annually, or on another interval, the committed Support Fee will be converted to its monthly equivalent solely for purposes of calculating the Early Termination Charge. Customer shall also pay all outstanding invoices, charges for work already performed, unrecovered third-party or manufacturer support costs, software and licensing commitments, and other reasonable documented non-recoverable costs incurred by Nu-TEL on Customer's behalf.

16.2 Reasonableness of Early Termination Charge

The parties acknowledge that Nu-TEL may allocate technical personnel, maintain staffing and expertise, reserve support capacity, obtain manufacturer or third-party support, and provide pricing in reliance upon Customer's commitment for the entire Support Term. Actual damages from early termination may be difficult to determine precisely. The parties therefore agree that the Early Termination Charge is a reasonable estimate of anticipated damages and is intended as compensation and liquidated damages, not as a penalty.

16.3 Nu-TEL Material Breach

Customer will not owe an Early Termination Charge arising solely from Nu-TEL's material breach if Customer gives written notice describing the breach in reasonable detail and Nu-TEL fails to cure the breach within thirty (30) days, provided the breach is capable of cure.

17. DEFAULT AND SUSPENSION

Customer is in default if it fails to pay amounts when due or materially breaches this 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 or terminate support, require payment of outstanding amounts, and apply the Early Termination provisions if Nu-TEL terminates the Agreement because of Customer's uncured default.

18. LATE CHARGES AND COLLECTION COSTS

Overdue amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Customer shall reimburse Nu-TEL for reasonable collection costs, including reasonable attorneys' fees, to the extent permitted by law.

19. NU-TEL TERMINATION RIGHTS

Nu-TEL may terminate this Agreement on thirty (30) days' written notice. Nu-TEL may also suspend or terminate immediately or on shorter notice where reasonably necessary because of nonpayment, unlawful activity, safety or security concerns, loss of manufacturer or third-party support necessary to perform the Agreement, or circumstances making continued support impractical or unlawful. If Nu-TEL terminates for convenience and Customer has prepaid support beyond the effective termination date, Nu-TEL will credit or refund the unused prepaid support fees, less properly due amounts.

20. WARRANTIES AND SUPPORT LIMITATIONS

Nu-TEL will perform covered support services in a commercially reasonable manner. Except for express commitments in the applicable Support Services Agreement and to the maximum extent permitted by law, Nu-TEL disclaims implied warranties, including merchantability and fitness for a particular purpose. Nu-TEL does not guarantee that every failure can be repaired, that parts will remain available, that software defects can be corrected, or that the System will operate without interruption.

21. 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 CHARGES ARISING FROM TOLL FRAUD OR UNAUTHORIZED USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY THAT CANNOT LAWFULLY BE LIMITED, NU-TEL'S AGGREGATE LIABILITY ARISING FROM THIS SUPPORT AGREEMENT SHALL NOT EXCEED THE SUPPORT FEES PAID BY CUSTOMER TO NU-TEL UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

22. FORCE MAJEURE

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

23. ASSIGNMENT AND SUBCONTRACTING

Customer may not assign this Agreement without Nu-TEL's prior written consent, which will not be unreasonably withheld. Nu-TEL may assign this Agreement in connection with a merger, acquisition, reorganization, sale of assets, or transfer to an affiliate. Nu-TEL may use qualified subcontractors or third-party providers in performing Services and remains responsible for the work it directly undertakes under this Agreement, subject to its terms and limitations.

24. CONFIDENTIALITY

Each party shall protect the other's non-public confidential business, technical, pricing, system, security, and proprietary information using at least reasonable care and shall use such information only as necessary to perform or receive Services, except where disclosure is required by law or the information is independently public or lawfully obtained without restriction. These obligations survive termination.

25. NON-SOLICITATION

During the Support Term 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.

26. NOTICES

Notices of non-renewal, cancellation, breach, or other formal notices under this Agreement must be in writing and delivered by email to Nu-TEL's then-current billing or administrative email address, or by mail or recognized delivery service to Nu-TEL's then-current business address. A request to another provider, removal of equipment, or cessation of use does not by itself constitute cancellation notice.

27. GOVERNING LAW AND VENUE

This 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 this Agreement shall be brought in a court of competent jurisdiction in New Jersey, and the parties consent to such jurisdiction and venue.

28. SEVERABILITY AND WAIVER

If a 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 of that provision or of the right to enforce it later. A waiver must be in writing and applies only to the specific matter stated.

29. ENTIRE AGREEMENT; ORDER OF PRECEDENCE

This Agreement, together with the applicable Support Services Agreement, Order, Proposal, and documents expressly incorporated by reference, constitutes the entire agreement concerning the covered Support Services and supersedes prior oral or written agreements concerning the same subject matter. If a specifically negotiated provision in a Support Services Agreement or Order signed by both parties conflicts with these Terms, the specifically negotiated provision controls for that Order.

30. AMENDMENTS; ELECTRONIC SIGNATURES; COUNTERPARTS

Material amendments to an executed Support Services Agreement must be in writing and accepted by authorized representatives of the parties. The Agreement may be executed electronically and in counterparts. Electronic and scanned signatures have the same force and effect as originals to the extent permitted by law.

31. SURVIVAL

Payment obligations, Early Termination Charges, confidentiality, limitation of liability, collection rights, governing law, and provisions that by their nature are intended to survive will survive expiration or termination of this Agreement.

ACKNOWLEDGMENT & EXECUTION

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

Customer specifically acknowledges that support response times are targets rather than guaranteed repair times; legacy and manufacturer-unsupported systems may have material support limitations; work outside the stated scope may be separately billable; and early termination of a committed Support Term may result in charges under Section 16.

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

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

EARLY TERMINATION ACKNOWLEDGMENT	
Customer specifically acknowledges and accepts the Early Termination provisions contained in Section 16 and understands that the committed Support Term may create payment obligations even if Customer stops using or requesting support before the term expires.	
Customer Initials: _____	