NUSO CLOUD UK
SERVICES AGREEMENT

1. Status, parties and service supply

1.1 These terms apply whenever Communications Solutions Limited (**CSUK**) supplies an End-User Customer with a Service identified as being provided through, hosted by or dependent on NUSO Cloud UK Limited **(NUSO).**

1.2 NUSO is a telecommunications provider who is authorised under the Communications Act 2003 to operate electronic communications networks and systems in the UK.

1.3 NUSO supplies and operates the Services on behalf of CSUK. CSUK remains the Customer's contracting party and account manager, but references in this Addendum to supplying, providing, operating, maintaining, changing, supporting or suspending the Services mean NUSO acting on behalf of CSUK unless stated otherwise.

1.4 The Customer has no direct contract with NUSO. NUSO may exercise the operational rights described in this Addendum for service delivery, security, regulatory compliance, maintenance, suspension and withdrawal. CSUK may communicate and enforce those rights on NUSO's behalf.

1.5 If documents conflict, the order of precedence is: (1) this Agreement; and (2) the Customer Service Agreement (CSA). The CSA does not replace or reduce the service-specific terms set out here.

2. Definitions and interpretation

- **"Applicable Law"** means all national, supranational, or local laws, regulation, regulatory requirements, Ofcom conditions, codes of practice, numbering rules and binding industry codes applying to the Services.
- **"Authorised User"** means an individual authorised by the Customer to use the Services.
- **"Business Day"** means a day other than Saturday, Sunday or a public holiday in England when London banks are open.
- **"Charges"** means the amount payable calculated by applying the prices used in the relevant charging methodology.
- **"Customer Data"** means data, including personal data, supplied by or for the Customer or processed through the Services.
- **"Customer"** means any entity or person who signs an agreement with CSUK for the services.
- **"Documentation"** means the current service descriptions, instructions, policies and technical requirements made available by CSUK or NUSO.
- **"Force Majeure Event"** means an event which is beyond the reasonable control of the party seeking to rely on such event (except to the extent such party could reasonably have avoided such event or its consequences by implementing such business continuity and/or disaster recovery measures and otherwise exercising such level of care in each case as could reasonably be expected of a party in its position) including:
  (a) riot, civil unrest, military action, terrorism or war (whether declared or not) or threat of or preparation for war;
  (b) damage to or destruction of premises or equipment, or breakdown of equipment, in each case not attributable to the party seeking to rely on such event;
  (c) imposition of sanctions, embargo, blockade, or breaking off of diplomatic relations;
  (d) epidemic (including any Public Health Emergency of International Concern or pandemic declared by the World Health Organization) or pandemic;
  (e) any failure or refusal of any government or public authority to grant the necessary licence, permit or consent;
  (f) any change in Applicable Law materially impacts a party's ability to perform any obligation under this Agreement or significantly increases the costs to be incurred or effort to be expended by any party in performing its obligations under this Agreement;
  (g) earthquake, storm, fire, flood, landslide or other natural disaster; and
  (h) industrial action, strikes or lockouts by employees of third parties (excluding subcontractors and suppliers of the party seeking to rely on such event unless no substitute is reasonably available);
- **"Normal Business Hours"** means 09:00 to 17:30 UK time on each Business Day.
- **"Number"** means a telephone number supplied or managed as part of the Services.

- **"Nuisance Call"** includes unwanted, abusive, indecent, menacing, hoax, silent or persistently misused calls that are not compliant with Ofcom's statement of policy on persistent misuse, published in accordance with section 131 of the Act as amended from time to time.
- **"Service Levels"** means NUSO's applicable service levels made available through CSUK.
- **"Services"** means the NUSO services identified in the Customer Services Agreement, including associated software and Documentation.
- **"Term"** means the Initial Service Term and each renewal term.

Headings do not affect interpretation; singular includes plural; references to law include amendments and replacements; and "including" does not limit the words before it.

3. The Customer Services Agreement (CSA)

3.1 The CSA identifies the Services, Charges, Customer details, commencement date, minimum term, quantities, usage limits, commercial terms and applicable documents. The CSA becomes binding when accepted by CSUK, after NUSO confirms that it can supply the Services.

3.2 NUSO may within 15 days of receipt, reject or require changes to an Order that is technically or commercially incompatible with the Services, and CSUK will communicate this to the Customer. Once accepted, NUSO supplies the Services from the commencement date until the expiry or termination date in the CSA.

4. NUSO service obligations and limitations

4.1 NUSO will supply the Services on behalf of CSUK with reasonable skill and care, using appropriately qualified personnel, in material compliance with the Documentation and applicable regulatory conditions.

4.2 If the Services materially fail to conform, and the failure was not caused by Customer misuse, failure to follow instructions or unauthorised modification, NUSO will use reasonable efforts to correct the failure. This is subject to the applicable Service Levels and the liability provisions in this Agreement.

4.3 NUSO supplies standard support during Normal Business Hours under its current support policy and supplies the Services under the applicable Service Levels. NUSO may amend its support policy on at least 90 days' notice provided the change does not materially reduce support.

4.4 NUSO does not warrant that the Services will be uninterrupted or fault free and is not responsible for limitations, delay or failure inherent in public communications networks, internet services, Customer connectivity, power or third-party facilities beyond its reasonable control.

5. Customer obligations

5.1 Use reasonable skill and care to comply with the obligations in this Agreement, the Documentation, Applicable Law and reasonable service instructions communicated by CSUK or NUSO.

5.2 Provide accurate identity, company, location, emergency services and technical information.

5.3 Ensure that all equipment and systems used with the Services meet Applicable Law, approval standards and Documentation requirements.

5.4 Maintain secure credentials, access permissions and administrative controls using good industry practice.

5.5 Employ or appoint suitably competent personnel to administer and use the Services.

5.6 Provide information, access to premises, systems, personnel and cooperation reasonably required to deliver, support, audit or investigate the Services or respond to law enforcement.

5.7 Keep records reasonably necessary to demonstrate compliance and provide relevant records on reasonable request.

5.8 Promptly report faults, suspected fraud, illegal misuse, security incidents and material operational problems.

5.9 Ensure that NUSO Services, software or Documentation is not licensed, sold, leased, rented, transferred, assigned or distributed to any third party.

5.10 Ensure that there is no copying, modification, duplication, framing, mirroring, republication, distribution, decompilation, reverse engineering, disassembly or creation of derivative works from the Services, software or Documentation except to the extent the law prevents that restriction.

5.11 Ensure all Authorised Users comply with these obligations.

6. Acceptable use

6.1 The Customer must not, and must ensure that Authorised Users do not, use the Services unlawfully, fraudulently, abusively or in any manner that harms networks, services, NUSO, CSUK, users or third parties. This includes using the service:

a. in a way that does not comply with Applicable Laws or that is in any way unlawful or fraudulent;
b. in connection with (without prejudice to the generality of paragraph (a) above) the carrying out of fraud or a criminal offence against any other public electronic communications operator;
c. in any way that constitutes Artificial Inflation of Traffic;
d. in a way that does not comply with any instructions given by NUSO and CSUK;
e. in a way that, in NUSO's and CSUK's reasonable opinion, could materially affect the quality of any electronic communications service or other service provided by NUSO or any third party;
f. to make Nuisance Calls or Spam;
g. to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others;
h. to obtain access, through whatever means, to notified restricted areas of the underlying network;
i. to send and receive data or call traffic in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any NUSO Service or to adversely affect other customers of NUSO or of its suppliers;
j. to engage in conduct which amounts to improper or persistent misuse of a public electronic communications network or service within the meaning of sections 127 to 128 of the Communications Act 2003; or
k. in a way which, in the reasonable opinion of NUSO and CSUK, brings the name of NUSO and CSUK into disrepute, or which places NUSO in breach of the Communications Act 2003.

7. Fraud, security and customer checks

7.1 The Customer must provide information and evidence reasonably required for identity, know-your-customer, sanctions, fraud-prevention and number-allocation checks. The Customer must not request or use a Number for a person or organisation appearing on applicable sanctions, regulatory warning or consumer-protection lists.

7.2 If the Customer knows or reasonably suspects fraud, serious illegal misuse or a significant security threat, it must immediately notify CSUK and take requested protective action. NUSO may immediately restrict traffic or suspend affected Services or Numbers. Charges and liabilities incurred before effective suspension remain the Customer's responsibility.

7.3 NUSO may review relevant consumer-protection lists and withdraw Numbers or terminate affected Services where the Customer or an Authorised User appears on such a list or continued supply would create legal or regulatory risk.

8. Telephone numbers

8.1 Numbers are allocated for use with the Services and no ownership transfers to the Customer. Numbers must be used in accordance with the UK National Telephone Numbering Plan and Applicable Law.

8.2 NUSO may withdraw or reallocate a Number where required by law or a regulator, where associated with prohibited activity, or where it has not been used on a Service for six consecutive weeks. Where reasonably practicable, NUSO will give one week's notice. Porting remains subject to applicable processes, validation, third-party cooperation and payment of Charges.

9. Support, faults and service levels

9.1 CSUK is the Customer's normal contact for support and will liaise with NUSO on the Customer's behalf. Support hours, response targets and exclusions are those in the applicable support policy, CSA or Service Levels.

9.2 The Customer must follow diagnostic and escalation instructions and provide logs, examples and access reasonably required. Remedies may be unavailable where a failure results from Customer equipment, unauthorised change, third-party connectivity, misuse, failure to cooperate or a matter excluded by the Service Levels.

10. Service changes and maintenance

10.1 NUSO may change the specification, Documentation, software or operation of the Services where reasonably required for operational, security, legal or regulatory reasons, provided the change does not materially damage service performance or security. NUSO will give as much notice as reasonably practicable through CSUK or its service status process.

10.2 NUSO may conduct planned or emergency maintenance and may temporarily disrupt the Services. NUSO will use reasonable efforts to minimise disruption.

11. Charges, taxes and payment

11.1 The Customer must pay the Charges stated in the CSA, including usage, seats, sessions, call traffic, overages, professional services and other agreed amounts. Charges exclude VAT and other applicable taxes.

11.2 Unless the CSA states otherwise, recurring and usage Charges are invoiced monthly and are payable within 30 days by direct debit. If payment is not made by direct debit where required, CSUK may charge the greater of £200 or 2% of the affected invoice as an administration charge.

11.3 NUSO may calculate usage from measured peak concurrent sessions, seats, calls or other consumption metrics stated in the CSA. NUSO may correct omitted usage and submit backdated usage for Services supplied within the preceding six months; CSUK will automatically add charges for this usage the next time the customer is invoiced.

11.4 The Customer must pay undisputed amounts without set-off, deduction or counterclaim. An invoice dispute must be notified in writing within 30 days of invoice date with full reasons; otherwise, the invoice is treated as accepted.

11.5 NUSO may change underlying prices on at least 60 days' notice. CSUK may pass the increase to the Customer. The Customer may terminate the affected CSA by giving at least 30 days' written notice within 60 days after receiving notice of the increase, with termination taking effect no earlier than the price-change date.

12. Suspension

12.1 NUSO may suspend all or part of the Services or related portal immediately where necessary to comply with government, emergency service, court, tribunal or regulatory requirements; address a cyber or security incident; prevent harmful activity; respond to an emergency; or protect networks or customers.

12.2 NUSO and CSUK may also suspend for maintenance on reasonable notice, for material breach not remedied within 30 days after written notice, or for non-payment of an undisputed amount on 7 Business Days' notice.

12.3 NUSO will use reasonable efforts to minimise the impact of maintenance, security and emergency suspension and, where technically and legally practicable, preserve emergency service access. NUSO will give prior notice and an expected duration where reasonably practicable.

12.4 Charges continue during suspension arising from Customer breach, misuse or non-payment. If NUSO and CSUK suspend solely for a suspected security incident that the Customer demonstrates was not credible, Charges are not payable for the affected suspended Services during that suspension.

13. Term, renewal and termination

13.1 This Agreement begins on its accepted commencement date and continues for the Initial Service Term. **It then renews automatically for successive 12-month terms** unless the Customer gives at least 30 days' written notice before the end of the contracted term.

13.2 CSUK may terminate an affected Customer Service Agreement immediately by written notice if the Customer: fails to pay and remains in default for five Business Days after written demand; commits an irremediable material breach; fails to remedy a remediable material breach within 30 days after written notice; becomes insolvent, enters administration, liquidation, receivership, moratorium or creditor arrangement, has material enforcement taken against its assets, or ceases a substantial part of its business.

13.3 CSUK may also terminate the Services immediately where NUSO ceases to be authorised to supply the Services, NUSO is required by Applicable Law to terminate, the Customer or an Authorised User is prohibited under clause 7, or the underlying Service is lawfully withdrawn, and no reasonable substitute is available.

14. Consequences of termination

14.1 The Customer shall pay to CSUK on demand all unpaid Charges due up to the date of termination. This includes all accrued, invoiced and uninvoiced Charges up to the date of termination.

14.2 All outstanding Customer service requests are cancelled, and new requests are not accepted.

14.3 The Customer must stop using the terminated Services, software and Documentation and return at their cost, destroy or securely delete NUSO or CSUK materials as directed.

14.4 The Customer must return confidential information and property, except items legally required to be retained, and must identify retained items in writing.

14.5 Rights accrued before termination and clauses intended to survive, including definitions, payment, intellectual property rights, confidentiality, data protection, limit of liability, indemnities, dispute resolution and governing-law terms, continue in full force and effect.

14.6 The termination of this Agreement will be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

15. Intellectual property and licence

15.1 NUSO and its licensors own all intellectual property rights in the Services, software, Documentation and NUSO branding. During the Term, NUSO grants the Customer a personal, non-exclusive, non-transferable and revocable right to access and use the Services solely for the Customer's internal business operations in accordance with this Agreement.

15.2 No source-code access or ownership right is granted. The Customer must not use NUSO's or CSUK's name or trademarks without prior written approval and must not prejudice their validity, distinctiveness or goodwill.

16. Intellectual property claims

16.1 If a third party alleges that the unmodified NUSO Services infringe its intellectual property rights, the Customer must promptly notify CSUK, make no admission or settlement, and provide reasonable assistance to CSUK and NUSO. NUSO may control the defence, procure continued use, replace or modify the affected Service so it is non-infringing, or terminate the affected Service if those remedies are not reasonably available.

16.2 This protection does not apply to infringement caused by Customer modification, combination with non-NUSO items where the Service alone would not infringe, use contrary to instructions or Documentation, or use after notice of alleged infringement. Any financial protection for the Customer is subject to clause 19 and is limited to the extent NUSO provides the corresponding protection to CSUK.

17. Customer indemnity

Subject to clause 19, the Customer will indemnify CSUK and NUSO against third-party claims, losses, liabilities, damages, costs and reasonable professional expenses arising from the Customer's breach of this Agreement, unlawful or prohibited use, artificial inflation of traffic, or acts and omissions of Authorised Users.

18. Data protection

18.1 All parties must comply with their respective obligations under the provisions of the Data Protection Legislation.

18.2 The Customer is a Controller of Customer Data. NUSO and CSUK act as a processor or subprocessor.

18.3 To the Extent not stated elsewhere in this agreement, the NUSO Data Processing Agreement | GDPR & CCPA Compliance set's out the subject matter, duration, nature and purpose of processing, type of customer data and categories of data subject which NUSO will process under the agreement.

18.4 The Customer warrants that it has all required notices, lawful bases, rights and consents to process Customer Data and disclose it to CSUK and NUSO. The Customer must provide relevant contact and data protection officer details.

18.5 NUSO and CSUK will process Customer Data only to the extent that is required to supply the Services, or on documented instructions. NUSO shall keep authorised personnel under confidentiality obligations, implement appropriate technical and organisational security measures, notify CSUK who will contact the Customer without undue delay of a relevant personal-data breach, and provide reasonable assistance with rights requests, security duties, breach reporting, impact assessments and regulators. Assistance beyond standard service may be chargeable.

18.6 NUSO and CSUK may assist the customer with its obligations to comply with data subjects' requests and rights in the data protection legislation through the use of appropriate technical and organisational measures. Any assistance shall be chargeable at NUSO's and CSUK's standard hourly rate.

18.7 NUSO and CSUK shall assist the customer in ensuring compliance with the customer's obligations relating to security, notification of breaches to data subjects data protection impact assessments and any consultation with regulators. Any assistance shall be chargeable at NUSO's and CSUK's standard hourly rate.

18.8 NUSO may appoint subprocessors under written obligations at least equivalent to its processing obligations and will provide notice of appointments or changes through its applicable data processing terms.

18.9 NUSO shall not process or transfer the Customer data outside of the European Economic Area or the United Kingdom (or any country deemed adequate by the European Commission or the UK government) without putting in place adequate protection for the Customer Data to enable compliance by NUSO, CSUK and the Customer with their obligations under the Data Protection legislation.

19. Limitation of liability

19.1 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded at law.

19.2 Neither CSUK nor NUSO is liable to the Customer for any loss of profit, revenue, business, anticipated savings, goodwill, wasted expenditure, or loss or corruption of software, data or information, whether direct or indirect, nor for claims brought against the Customer under the Customer's contracts with third parties.

19.3 Except for the Customer's payment obligations and indemnity under clause 17, the total aggregate liability of CSUK and NUSO together, arising in each 12-month period, is limited to the total Charges paid or payable by the Customer in that 12-month period.

19.4 Nothing in this Agreement excludes the liability of the Customer to pay for the Charges due in accordance with this Agreement.

19.5 Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby wholly excluded.

20. Force majeure

20.1 Except for accrued payment obligations, no party is liable for delay or failure caused by a Force Majeure Event if it notifies the others of the event and expected duration and uses reasonable efforts to mitigate the effects.

20.2 If a force majeure event continues for longer than three months, CSUK or the Customer may serve written notice to terminate this Agreement on a date to be specified in that notice, which must not be less than 15 days after the date on which the notice is given by notice in writing to the other.

21. Confidentiality

21.1 Each party must use the other's confidential information only to perform the Agreement and may disclose it only to employees, officers, advisers, NUSO and subcontractors who need it and are bound by confidentiality duties.

21.2 This restriction does not apply to information demonstrably known before disclosure, lawfully received from an unrestricted third party, in the public domain without breach, or required to be disclosed by law, court or regulator.

22. Notices

22.1 Any demand, notice or other communication given or made in connection with this Agreement must be in writing. Notices by email are deemed to be in writing.

22.2 Any such demand, notice or other communication will be sent to the Customer at the address in the Customer Services Agreement, or to such other address as notified in writing from time to time, and will be deemed to have been duly given or made as follows:

(a) if sent by prepaid first class post, on the second business day after the date of posting;
(b) if delivered by hand upon delivery, unless such delivery occurs on a day which is not a business day or after 4:00 pm on a business day, in which case it will be deemed to have been given or made at 9:00 am on the next business day; and
(c) if sent by electronic mail at the time shown on such mail provided that where this is after 4:00 pm on a business day or on a day which is not a business day it will be deemed to have been given or made at 9:00 am on the next business day.

23. Entire agreement and reliance

23.1 The Customer Services Agreement and this Agreement form the entire agreement for the Services and replace any prior discussions and arrangements on the subject.

23.2 All warranties, conditions, terms and representations not set out in this agreement whether implied by statute or otherwise are excluded to the extent permitted by law.

23.3 Nothing in this clause 23 will exclude any liability in respect of misrepresentations made fraudulently.

24. Variation

This Agreement shall not be varied other than in writing and signed by duly authorised representatives, except where NUSO may make service, policy, Documentation, security, regulatory and price changes expressly permitted by clauses 4, 10 and 11 or required by Applicable Law.

25. Waiver

The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

26. Non-solicitation

During the Term and for six months afterwards, neither CSUK nor the Customer may knowingly solicit for employment or engagement an employee or contractor of the other who was materially involved in delivery or receipt of the Services during the preceding six months, without prior written consent. General recruitment advertising is not solicitation.

27. Assignment, subcontracting and third-party rights

27.1 The Customer may not assign its rights and obligations under this Agreement without CSUK's prior written consent.

27.2 NUSO may enforce clauses that expressly protect or benefit NUSO, including acceptable use, intellectual property, indemnity, data protection, liability and confidentiality.

27.3 A Person who is not party to this agreement has no right under the Contracts [Rights of Third Parties] Act 1999 or otherwise to enforce any term of this Agreement.

28. Dispute resolution

28.1 A Customer should follow the procedure published on the CSUK website Code-of-Practice-on-Handling-Complaints-Dispute-Resolution.pdf

28.2 If the dispute is still unresolved, the parties may agree to mediation under the CEDR Model Mediation Procedure with an agreed mediator or one appointed by CEDR. Each party bears its own legal costs, and mediation costs are shared equally. Either party may seek urgent interim court relief at any time.

29. Governing law and jurisdiction

29.1 This Agreement and all contractual and non-contractual disputes are governed by the laws of England and Wales. Subject to clause 28, the courts of England and Wales have exclusive jurisdiction.