Master Service Agreement

NUWAVE IT Consultancy Ltd

Version 1.0, 13th October 2026. Published at Terms and Conditions - NUWAVE IT CONSULTANCY. The version in force on the date the Customer accepts a Quote is the version that applies to it (clause 2.6).

THIS AGREEMENT is made between:

Party	Details
NUWAVE	NUWAVE IT Consultancy Ltd, a company registered in England and Wales (company number 16145563), whose registered office is at 11 Woodland Road, Leyhill, Wotton-under-Edge, England, GL12 8HT. Email for notices: notices@nuwaveit.co.uk ("NUWAVE", "we", "us", "our")
Customer	The business that accepts a Quote, being the business named in the Quote or, if none is named, the business to which the Quote is addressed and invoiced ("Customer", "you", "your")

Together referred to as the "Parties" and each a "Party". This Agreement takes effect on the date NUWAVE accepts the Customer's first order under clause 4.1 (the "Commencement Date").

How this Agreement fits together

Document	What it covers	Applies
Quote	The estimate NUWAVE sends the Customer for each order. It lists the Services, quantities and Fees, contains links to this Agreement and the Service Terms that apply, and is accepted online or by email (clause 4.1).	Every order
Core Terms (this document, clauses 1 to 19)	Everything that applies to all Services: payment, term, liability, data protection, suspension, termination, supplier flow-down terms and general terms. It includes the Equipment, Sites and Access Terms and the Data Processing Terms at the end.	Always
IT Support Service Terms	Managed IT support, cyber security, backup and disaster recovery, infrastructure and cloud, and projects, with service levels.	If ordered
Broadband Service Terms	Broadband (FTTP, SOGEA, FTTC and similar).	If ordered

Leased Line Service Terms	Leased lines and Wires Only Ethernet.	If ordered
Phone System Service Terms	Hosted telephony, Microsoft Teams Phone, numbers, call recording.	If ordered
Microsoft 365 and Cloud Service Terms	Microsoft and other cloud subscriptions supplied through Underlying Suppliers, including the Microsoft Customer Agreement.	If ordered

The Core Terms and Service Terms are published on NUWAVE's website (clause 2.6), and the Quote is sent to the Customer directly. The Customer is bound only by the Service Terms identified in its Quote.

1. Definitions and Interpretation

In this Agreement, the following terms have the meanings set out below.

Agreement
these Core Terms (including the Equipment, Sites and Access Terms and the Data Processing Terms), the Service Terms identified in the Customer's Quote, and that Quote.

Business Hours
08:00 to 18:00 on a Working Day.

Communications Services
the Connectivity Services and the Phone System Services.

Connectivity Services
the broadband (including FTTP, SOGEA and FTTC), leased line and Wires Only Ethernet services described in the Broadband Service Terms and the Leased Line Service Terms.

Contract Summary
the summary of the main contract terms for a Communications Service, in the form required by Ofcom's General Conditions of Entitlement.

Contract Year
each period of 12 months beginning on the Commencement Date or on an anniversary of it.

Core Terms
clauses 1 to 19 of this Agreement, together with the Equipment, Sites and Access Terms and the Data Processing Terms.

Fees
the charges payable by the Customer for the Services, as set out in the Quote or otherwise under this Agreement.

Go-Live Date
for a Service, the date NUWAVE (or the Underlying Supplier) notifies the Customer that the Service is ready for use, or, if earlier, the date the Customer first uses it.

Initial Term
the minimum period for a Service stated in the Quote, running from its Go-Live Date.

IT Support Services
the managed IT support, cyber security, backup and disaster recovery, infrastructure, cloud and project services described in the IT Support Service Terms.

Loaned Equipment
has the meaning given in paragraph EQ.2 of the Equipment, Sites and Access Terms.

Phone System Services
the hosted telephony, Microsoft Teams Phone, number and call recording services described in the Phone System Service Terms.

Privacy Notice
NUWAVE's privacy notice, published at https://nuwaveitconsultancy.co.uk/policies/

Quote
the estimate that NUWAVE issues to the Customer from its accounting system for one or more Services, listing the Services, quantities, Fees, Initial Term and other commercial details, and containing links to these Core Terms and the Service Terms that apply, together with any licence or user list attached to it or referred to in it, once accepted by the Customer under clause 4.1, and any updated Quote agreed under clause 2.4.

Service Terms
each separate document headed "Service Terms" (for example the Broadband Service Terms) that sets out the terms for one type of Service, and any further Service Terms agreed under clause 2.4.

Services
the IT Support Services, Connectivity Services, Phone System Services, cloud licensing and other services, and any hardware, that NUWAVE agrees to supply to the Customer under the Quote.

Small Customer
a Customer that is a "Microenterprise or Small Enterprise Customer" or a "Not-For-Profit Customer", as those terms are defined in Ofcom's General Conditions of Entitlement (in each case, broadly, an organisation with no more than 10 individuals working for it), as confirmed by the Customer under clause 6.1(i).

Supplier Agreement
NUWAVE's agreement with an Underlying Supplier under which the Underlying Supplier supplies a Service (or part of it) to NUWAVE.

Supplier Charges
any charge an Underlying Supplier makes to NUWAVE in connection with a Service other than the ordinary recurring charge for it. This includes set-up, installation, survey and excess construction charges, cancellation charges, early termination charges, disconnection and cease charges, abortive visit and no-fault-found charges, out-of-hours work charges, equipment replacement or non-return charges, charges that a carrier or other third-party levies on the Underlying Supplier because of the Customer's actions, and any uplift the Underlying Supplier adds to those.

Supplier Equipment
equipment owned by an Underlying Supplier or its carrier and installed at or supplied for the Customer's sites, including network terminating equipment.

Supplier Exit Charges
the Supplier Charges that arise because a Service ends or is cancelled, moved or migrated away, including early termination charges (which may equal all the rentals due to the end of the supplier's minimum period), cancellation charges and disconnection or cease charges.

Supplier Terms
the terms on which an Underlying Supplier supplies a Service to NUWAVE or the Customer, including its service-specific terms, acceptable use policies, customer service plans, licence terms and end-user terms, as updated from time to time.

Target Go-Live Date
for a Service, the target date for it to go live stated in the Quote or later notified by NUWAVE in writing.

Underlying Supplier
a third-party supplier through which NUWAVE sources all or part of a Service, including Microsoft and the other suppliers named in the Quote or NUWAVE's sub-processor list, and the carriers and network operators that supply them.

Working Day
a day other than a Saturday, a Sunday or a bank holiday in England.

1.1 References to clauses are to clauses of the Core Terms. References to paragraphs with a letter prefix (for example IT.3 or EQ.2) are to paragraphs of the Service Terms, Equipment, Sites and Access Terms or other document with that prefix. Headings are for convenience only and do not affect interpretation.

1.2 Words in the singular include the plural and the reverse. The words "including" and "for example" do not limit the words that come before them. A reference to a law includes that law as amended or replaced.

1.3 "In writing" includes email, except where this Agreement says that a notice must be delivered by hand or post.

2. Structure of this Agreement

2.1 This Agreement is one master agreement covering every Service NUWAVE supplies to the Customer. The Core Terms apply to all Services. Each set of Service Terms is a separate document that sets out the additional terms for one type of Service. The Quote records what has been ordered and the commercial details, and identifies the Service Terms that apply.

2.2 Only the Service Terms identified in the Customer's Quote apply to the Customer, and only to the Services listed there. The Equipment, Sites and Access Terms (so far as equipment or a site visit is involved) and the Data Processing Terms are part of these Core Terms and apply throughout.

2.3 If any Service Terms conflict with the Core Terms, the Core Terms prevail, unless the Service Terms expressly state the clause of the Core Terms they vary, in which case the Service Terms prevail for that Service on that point only. The Quote records only commercial details (the Services, quantities, Fees, terms, trial eligibility, equipment and contacts) and cannot vary any other term, except where this Agreement expressly allows the Quote to do so (for example clauses 5.2, 5.4, 9.4(b) and 10.4).

2.4 When NUWAVE begins supplying a new Service, or the Customer changes quantities or Fees, the Parties will agree an updated or new Quote, which the Customer may accept online, or in writing including by email. A Quote or email that adds, removes or reprices Services does so on the terms of this Agreement. A change to any other term of this Agreement has effect only under clause 19.7.

2.5 Where a Service is supplied under Supplier Terms (for example the Microsoft Customer Agreement or a security software vendor's licence), the Customer must comply with those Supplier Terms as a condition of receiving the Service. NUWAVE will draw them to the Customer's attention when the Service is set up, and the Customer's agreement to them is a condition of that Service.

2.6 **Online terms.** These Core Terms and each set of Service Terms are published on NUWAVE's website at Terms and Conditions - NUWAVE IT CONSULTANCY, and each carries a version number and date. The Customer is shown, and may download and keep, the versions that apply to its Quote before it accepts it. The versions published on the date the Customer accepts a Quote apply to that order and form the Agreement. NUWAVE may publish new versions from time to time, but a new version applies to the Customer only through clauses 8.7, 8.8, 9 and 19.7, or when the Customer accepts a new Quote that says it applies, and NUWAVE will keep earlier versions available.

2.7 **Record of acceptance.** NUWAVE keeps a record of each acceptance, including the Quote, the versions of the terms linked in it, and the details recorded when it was accepted, such as the name and email address of the person accepting and the date and time (or, where the Quote is accepted by email, the email itself). The

record is evidence of the Customer's acceptance. The person who accepts on the Customer's behalf confirms that they are authorised to bind the Customer, and the Customer is bound by their acceptance.

3. The Services

3.1 NUWAVE will provide the Services listed in the Quote in accordance with this Agreement.

3.2 NUWAVE will use reasonable skill and care in providing the Services, to the standard that would reasonably be expected of a competent IT consultancy and managed service provider.

3.3 Some Services are sourced from Underlying Suppliers. Clause 10 applies to those Services in addition to the rest of this Agreement.

3.4 NUWAVE does not guarantee that any Service will be provided without interruption or error, given the complex nature of IT, connectivity and telephony services and of public telecommunications networks generally. NUWAVE will use reasonable endeavours to correct any fault reported to it as soon as reasonably practicable. The speed of any Service depends on factors outside NUWAVE's and its Underlying Suppliers' control, and no particular speed or response time is guaranteed unless the relevant Service Terms state one.

3.5 Where any Service Terms specify response times or other service levels, NUWAVE will use reasonable endeavours to meet them. Where none is stated, NUWAVE will respond to reported issues within a reasonable time having regard to their urgency and impact.

3.6 Response and resolution times are targets only. Failure to meet a target does not breach this Agreement and does not entitle the Customer to any service credit, fee reduction or refund, without prejudice to the Customer's rights under clause 14 and under any right to terminate stated in the relevant Service Terms. Information about the service levels and any compensation that apply to Communications Services is set out in the relevant Service Terms.

3.7 NUWAVE is not responsible for delay or failure caused by third parties that it does not control, such as landlords, carriers, the Customer's other suppliers or application vendors, except as this Agreement says. Service level clocks pause while NUWAVE is waiting for a third party or the Customer.

3.8 Work outside the scope of the Quote and the Service Terms is chargeable at NUWAVE's then-current rates, agreed in advance in writing where practicable.

4. Orders and Delivery

4.1 NUWAVE issues the Customer a Quote as an estimate. The Quote contains links to these Core Terms and to the Service Terms that apply to the Services quoted, and states that accepting it means the Customer agrees to them. The Customer orders by accepting the Quote online through the link in it, or by replying to NUWAVE by email accepting it, or by signing it electronically or in writing. By accepting, the Customer confirms that it has read and agrees to the terms linked in the Quote, and that the person accepting is authorised to bind the Customer. The Quote is valid for the period it states (or, if none, 30 days). NUWAVE may accept or reject any order, and the order is accepted when NUWAVE confirms it in writing or starts to supply the Service. Clause 9.4(d) also applies where a Small Customer orders a Communications Service.

4.2 Where a Service depends on an Underlying Supplier, acceptance is subject to the Underlying Supplier accepting the corresponding order, to availability and to any site survey. If the Underlying Supplier rejects or

cancels the order, or cannot deliver, NUWAVE may cancel the order without liability, and will refund any Fees paid for it, less any Supplier Charges caused by the Customer's act, omission or inaccurate information.

4.3 Delivery and Go-Live dates are estimates only. NUWAVE is not liable for delay caused by an Underlying Supplier, a survey, the Customer, third-party consents, access, or weather or other events outside NUWAVE's reasonable control, except as the relevant Service Terms state.

4.4 If a survey or the Underlying Supplier identifies excess construction or other additional site-specific charges, NUWAVE will tell the Customer the charge and the reasons for it in writing and will issue an updated Quote showing it. The Customer accepts the charge by accepting that updated Quote. If the Customer rejects the charge, or does not accept it within 30 days, NUWAVE may treat it as rejected and cancel the order, and the Customer pays only the Supplier Charges that the Underlying Supplier makes for the survey and cancellation.

4.5 Once an order is accepted, the Customer cannot cancel it before the Go-Live Date except by paying the Supplier Charges that apply to the cancellation (including any cancellation charges) and NUWAVE's reasonable costs already incurred. After the Go-Live Date, ending a Service early is governed by clause 16. Clause 8.4 applies to hardware.

4.6 Fees start on the Go-Live Date. If Go-Live is delayed because of the Customer (for example, access is refused, the site is not ready or information is not provided), Fees for that Service become payable from its Target Go-Live Date (and set-up charges are payable as clause 8.2(b) states).

5. Term, Renewal and Trial

5.1 This Agreement begins on the Commencement Date and continues until terminated in accordance with clause 16.

5.2 Each Service has an Initial Term as set out in the Quote, running from its Go-Live Date. For a Small Customer, the Initial Term of a Communications Service will not exceed 24 months, unless the Customer has given a separate, express written waiver of that limit when accepting the Quote, where Ofcom's General Conditions of Entitlement allow it, and the waiver is recorded with the Quote.

5.3 **Trial period.** A Service is subject to a trial period only where the Quote expressly marks it trial eligible. Only recurring managed IT services supplied by NUWAVE, such as backup and patching, can be trial eligible, together with antivirus and endpoint protection products only where the vendor allows them to be cancelled without charge during the trial period. Connectivity Services, Phone System Services, consultancy and professional services, hardware, and Microsoft and other third-party licences and subscriptions are never trial eligible, because none can be cancelled without charge once ordered or live. Where a trial applies, the Customer may terminate that Service within 30 days of its Go-Live Date without an early termination charge, by written notice before the end of that period. Fees up to the date of termination remain payable. Outside the trial period, ending a Service early is governed by clause 16.

5.4 **Auto-renewal**. Unless a Service is terminated under clause 16, and subject to clause 9.4 (which applies instead to Communications Services supplied to a Small Customer), each Service renews automatically at the end of its Initial Term and at the end of each renewal period, for successive periods of 12 months (each a "Renewal Term"), unless the Quote or Service Terms say otherwise.

5.5 **Notice and reminder.** Except for a Communications Service supplied to a Small Customer (see clause 9.4(c)), to stop a Service renewing, the Customer must give written notice at least 90 days before the end of the Initial Term or Renewal Term, or such longer period as the relevant Service Terms state (the "Notice Period").

NUWAVE will try to send the Customer a reminder of the renewal date before the Notice Period begins, but failing to send or receive a reminder does not affect the renewal. For Communications Services, clause 9.4 also applies.

6. Customer Obligations

6.1 The Customer will:

(a) provide NUWAVE with accurate and complete information reasonably required to deliver the Services (including its full legal name, site details and contacts), and update it promptly if it changes;

(b) provide reasonable access (physical or remote, as applicable) to its systems, premises and personnel as needed for NUWAVE to deliver the Services;

(c) make sure that its own use of the Services, and that of its employees, contractors and agents, complies with clause 7 and any applicable law;

(d) keep its own systems, networks and devices reasonably secure and maintained, and keep backups of any data not covered by a NUWAVE backup Service;

(e) keep usernames, passwords and other log-in details for the Services secure, tell NUWAVE immediately if it suspects anyone else knows them, and accept responsibility for all use of the Services under those credentials, unless that use arose from NUWAVE's negligence (or the Underlying Supplier's negligence, to the extent NUWAVE recovers the charges from that Underlying Supplier);

(f) give NUWAVE the information, access and help it reasonably needs to diagnose faults, to respond to an Underlying Supplier's requests and investigations, and to meet its own obligations under its Supplier Agreements, and carry out reasonable first-line checks when asked;

(g) pay the Fees in accordance with clause 8;

(h) tell NUWAVE promptly if it becomes aware of any breach of clause 7, any fraud or unauthorised use of a Service, or any complaint or claim that could affect an Underlying Supplier; and

(i) tell NUWAVE, before accepting a Quote, whether it is a Small Customer, and tell NUWAVE promptly if that changes.

6.2 The Customer remains responsible for decisions it makes about its own business, data and systems. NUWAVE will give advice and recommendations in good faith, but the Customer is responsible for deciding whether a Service or configuration is suitable for its own requirements, and for the accuracy of what it tells NUWAVE about those requirements.

6.3 **Fraud and unauthorised use.** The Customer is liable for all charges incurred through use of the Services from its premises, systems or credentials, including unauthorised and fraudulent use (such as toll fraud), unless the use resulted from NUWAVE's negligence (or the Underlying Supplier's negligence, to the extent NUWAVE recovers the charges from that Underlying Supplier). The Customer must take reasonable steps to prevent unauthorised use and report it immediately. Charges for usage are calculated from the records of NUWAVE or the Underlying Supplier, which are binding on the Customer except where there is a clear error.

6.4 **Business use, territory and compliance.** The Customer confirms that it is entering this Agreement for the purposes of its business, that its principal place of business is in the United Kingdom (or another territory NUWAVE has approved in writing), and that it will not use, or permit use of, any Service in or for any country,

person or organisation that is subject to sanctions or trade restrictions under UK, US or EU law. The Customer must comply with the Bribery Act 2010 and applicable sanctions laws in connection with this Agreement.

6.5 **Removal of software.** When a Service ends, the Customer must remove (and allow NUWAVE to remove) all software, agents and licences supplied for it, and confirm in writing that it has done so if NUWAVE asks.

6.6 **Information shared with Underlying Suppliers.** The Customer agrees that NUWAVE may give an Underlying Supplier, and the Underlying Supplier's carriers and professional advisers, the Customer's legal name, contact and site details, details of the Services and the tariff, and any other information needed for ordering, billing, support, audit, fraud prevention or regulatory compliance in connection with the Services.

7. Acceptable Use

7.1 The Customer must use the Services only for lawful purposes, only for its own internal business purposes, and only in a fair and reasonable manner consistent with normal business use. The Underlying Suppliers price and plan their services on that basis.

7.2 The Customer must not, and must ensure that its employees, contractors and agents do not:

(a) resell, sublicense or otherwise make the Services available to any third party;

(b) use the Services to infringe the intellectual property or other rights of any third party;

(c) use the Services to threaten, harass, stalk, abuse or otherwise violate the rights of others, or to engage in illegal or unlawful activity;

(d) transmit spam, malware or viruses, or otherwise attempt to disrupt or compromise any part of the Services or any network;

(e) use a Service in an excessive, unusual or unexpected manner, for a purpose other than the one it is intended for, or beyond any usage limit or fair-use limit that NUWAVE or the Underlying Supplier has notified (and these may change on notice);

(f) copy, rent, sublicense, display, reverse engineer, modify or alter any software provided with a Service, except to the extent the law does not allow that to be prohibited;

(g) attempt to gain unauthorised access to any system, or degrade the service of any other customer of NUWAVE or an Underlying Supplier; or

(h) breach any acceptable use policy, customer service plan or similar policy of an Underlying Supplier that has been notified to the Customer, as updated from time to time.

7.3 **Critical use.** The Services are not fault tolerant. The Customer must not rely on a Service as the only means of supporting a safety-critical use (such as alarm monitoring, telecare or lifeline services, life-support or control systems) where a fault could lead to death, personal injury or serious physical, property or environmental damage, unless NUWAVE has agreed in writing to supply a Service designed for that purpose. Nothing in this clause limits access to emergency services. The Phone System Service Terms explain how emergency (999 and 112) calls work with the Phone System Services, including their limitations during a power cut or loss of internet connection.

7.4 **Capacity.** An Underlying Supplier may restrict usage of a Service at any time where capacity is limited, to protect the stability of its network or services. NUWAVE may apply the same restriction to the Customer.

7.5 **Illegal activity and unlawful data.** NUWAVE and each Underlying Supplier may co-operate with law enforcement and regulators, and may report suspected illegal activity to the authorities. The Customer

consents to this. Where NUWAVE or an Underlying Supplier reasonably considers that data is unlawful or breaches this Agreement, it may refuse to process it and may delete it, giving 72 hours' notice where practicable.

7.6 A breach of this clause 7 may lead to suspension under clause 15 and termination under clause 16.2.

8. Fees and Payment

8.1 The Customer will pay the Fees set out in the Quote for the Services it receives, and the other sums that become payable under this Agreement.

8.2 NUWAVE will invoice: (a) recurring Fees monthly in advance, on or around the first day of the calendar month to which they relate, covering all Services active during that month; (b) set-up and installation charges when the order is accepted or at any time after; (c) excess construction and other site-specific charges, once the Customer has accepted them under clause 4.4 and the work has been completed. The Customer confirms its acceptance of those charges by accepting the Quote that sets them out. Once accepted, the Customer is liable to pay them in full, whether or not it later cancels the order or ends the Service (unless the Underlying Supplier fails to deliver the Service), and NUWAVE may invoice them when the work is complete or with the first invoice after the Go-Live Date; (d) usage-based charges, such as call and data charges, monthly in arrears (and clause 8.11 applies to them); and (e) hardware and other one-off purchases under clause 8.4.

8.3 Each invoice is payable within 14 days of its date, by direct debit or bank transfer, except hardware, software and other one-off purchases that are payable in full before NUWAVE places the order, as clause 8.4 states. NUWAVE may require payment by direct debit.

8.4 **Hardware and one-off purchases.** Hardware, software and any other one-off purchases (as distinct from recurring Fees) are payable in full before NUWAVE places the order, unless NUWAVE agrees otherwise in writing. Because these items are ordered from suppliers on the Customer's behalf, orders cannot be cancelled once placed, and the goods are non-returnable and non-refundable. This does not affect any right the Customer has by law where goods are faulty, damaged on delivery or not as described, which NUWAVE will deal with through the manufacturer's or supplier's warranty and returns process, giving reasonable help with the claim at no extra charge.

8.5 Unless otherwise stated, Fees and charges are exclusive of VAT, which is payable in addition at the applicable rate.

8.6 **Late payment.** If any payment is not made by the due date, NUWAVE may, in addition to any other remedies: (a) suspend any or all of the Services in accordance with clause 15; (b) charge interest on overdue sums at 8% per annum above the Bank of England base rate from time to time, accruing daily from the due date until payment; and (c) recover from the Customer its reasonable costs of recovering the overdue amount, including legal costs.

8.7 **Supplier price increases.** Where an Underlying Supplier increases its charges to NUWAVE for a Service, NUWAVE may pass on a corresponding increase to the Fees for that Service, limited to the amount of the supplier's increase. NUWAVE will give the Customer at least 30 days' written notice or, where the Underlying Supplier gives NUWAVE less notice, as much notice as it receives. On request NUWAVE will provide a written summary of the increase, certified by NUWAVE. NUWAVE does not have to disclose the Underlying Supplier's confidential pricing or terms. For Communications Services, clause 9.4 applies: this clause does not apply to them where they are supplied to a Small Customer, and for any other Customer an increase under this clause is a change under clause 9.4(a).

8.8 **Annual price increase.** NUWAVE reserves the right to increase recurring Fees once in each Contract Year, with effect from 1 April (but not within the first 12 months after a Service's Go-Live Date), by up to the 12-month Consumer Prices Index (CPI) rate published by the Office for National Statistics for the preceding January, plus 3%. If that CPI rate is zero or negative, NUWAVE may increase the Fees by up to 3%. NUWAVE will give at least 30 days' written notice of any increase, showing the percentage applied and the new Fees. NUWAVE is not obliged to apply an increase in any year, and choosing not to do so does not waive its right to do so in a later year. Because an increase is limited to this formula, it does not of itself give the Customer a right to terminate. This clause does not apply to Connectivity Services and Phone System Services supplied to a Small Customer (see clause 9.4(b)).

8.9 **Supplier Charges passed on.** NUWAVE may pass on to the Customer, at cost, any Supplier Charges (and any uplift the Underlying Supplier applies to them) that arise from the Customer's act or omission, from the Customer's request, or from the circumstances of the Customer's sites. Examples are abortive or failed visits, faults investigated where no fault is found or the fault is not the supplier's responsibility, out-of-hours work, excess construction, equipment not returned or damaged, and charges that a carrier levies on the Underlying Supplier because of the Customer's actions. NUWAVE's own time in dealing with these matters is chargeable under clause 3.8.

8.10 **Part periods.** Other than as set out in this Agreement, NUWAVE does not charge fees for terminating a Service. If the Customer ends a Service part way through a billing period outside any trial period, it remains liable for the Fees for the whole of that period, because Underlying Suppliers charge for the whole period and NUWAVE does not refund part periods. This does not limit clause 16.6 or 16.7.

8.11 **Usage charges.** Usage charges are based on the records of NUWAVE or the Underlying Supplier (clause 6.3) and are rounded as the supplier's tariff provides. Suppliers sometimes bill usage late, so NUWAVE may invoice usage in a later month than the one in which it was incurred, and the Customer must pay it. The Customer must also pay for usage incurred before the Go-Live Date and, after a Service ends, until the line or number actually ceases. Where no charge has been agreed for a type of usage, the supplier's standard prevailing rate applies.

8.12 **Existing suppliers.** Where a Service replaces one that the Customer has with another supplier (for example when numbers or lines move across), the Customer is responsible for any early termination, transfer or cessation charge that its existing supplier makes, and for telling NUWAVE about any existing contract, line rental or other service on the line that could be affected or is incompatible with the new Service. If an Underlying Supplier charges NUWAVE for such a transfer or for those charges, NUWAVE may pass them on to the Customer at cost.

8.13 **Invoice disputes.** If the Customer disputes an invoice in good faith, it must tell NUWAVE in writing, giving its reasons, before the due date, and pay the undisputed part by the due date. The Parties will work together in good faith to resolve the dispute promptly. Any amount found to be due is payable within 7 days of resolution, and interest under clause 8.6 applies only to amounts found to have been properly due.

8.14 **No set-off.** The Customer must pay all sums due under this Agreement in full, without set-off, counterclaim or deduction, except where the law requires otherwise.

8.15 **Credit checks and security.** NUWAVE may carry out credit checks on the Customer, set a credit limit, and, as a condition of accepting or continuing an order (particularly for Connectivity Services, where NUWAVE is liable to the Underlying Supplier whether or not the Customer pays), require payment in advance, a deposit or a guarantee. If the Customer does not provide what is reasonably required within 10 Working Days of a

request, NUWAVE may refuse or cancel the order, suspend the affected Service under clause 15.1(e), or both.

9. Changes to the Services and to this Agreement

9.1 NUWAVE's Services, and those of its Underlying Suppliers, may evolve over time to reflect developments in technology, changes in the law, or changes made by an Underlying Supplier. NUWAVE will give the Customer reasonable notice of any material change to a Service that is likely to affect the Customer's use of it.

9.2 NUWAVE may update this Agreement from time to time, including by changing a Service. It will give the Customer at least 30 days' written notice of the change (except where a shorter period is required by law or by an Underlying Supplier, in which case NUWAVE will give as much notice as is reasonably practicable). For Communications Services, clause 9.4(a) also applies.

9.3 Without limiting clause 9.2, NUWAVE may vary this Agreement and the Services as reasonably necessary to reflect a change to the Supplier Terms or a change in the law or an Ofcom requirement, giving as much notice as is reasonably practicable and, where possible, at least the notice that the Underlying Supplier gave NUWAVE. For Communications Services, clause 9.4(a) applies instead.

9.4 Ofcom protections for Communications Services. This clause 9.4 applies only to Communications Services, and only to the extent required by Ofcom's General Conditions of Entitlement. It does not apply to any other Service. So far as it applies, it prevails over any other term of this Agreement, including clauses 5.4, 5.5, 8.7, 8.8, 9.2, 9.3, 15, 16.2, 16.6, 16.7 and 16.8.

(a) Changes (all Customers). If NUWAVE changes the terms of a Communications Service in a way that is not exclusively to the Customer's benefit, it will give the Customer at least one month's written notice of the change and of the Customer's right to end the affected Service. This includes a price increase under clause 8.7 or any other price increase not set out in the Quote or this Agreement. The Customer may end the affected Service by written notice given within one month of NUWAVE's notice. If it does, it pays no early termination charge or Supplier Exit Charge, only the Fees up to the date the Service ends. Termination takes effect on the day before the change would apply. This paragraph does not apply to:

(i) a change directly imposed by law;

(ii) a purely administrative change with no negative effect on the Customer; or

(iii) a price increase under clause 8.8 for a Customer that is not a Small Customer.

(b) Price (Small Customers only). For a Small Customer, clauses 8.7 and 8.8 do not apply to Communications Services. Any price increase during the Initial Term will be a fixed amount in pounds and pence, set out in the Quote and the Contract Summary when the Service is ordered. Any other price increase is a change under paragraph (a).

(c) Term and renewal (Small Customers only). For a Small Customer, the Initial Term of a Communications Service is limited as clause 5.2 states, and clauses 5.4 and 5.5 do not apply. After its Initial Term the Service continues until either Party gives at least one month's written notice, unless the Customer expressly agrees to a new term.

(d) Contract information (Small Customers only). Before a Small Customer accepts a Quote for a Communications Service, NUWAVE will give it the contract information and Contract Summary that Ofcom's General Conditions of Entitlement require. The order takes effect only once the Customer has given its express consent.

(e) Waiver (Small Customers only). Paragraphs (b) to (d) do not apply to the extent that a Small Customer has expressly waived them in writing, where Ofcom's General Conditions of Entitlement allow it to do so.

(f) Notifications (all Customers). NUWAVE will send any end-of-contract and best-tariff notifications that Ofcom's General Conditions of Entitlement require.

(g) Non-payment (all Customers). Before suspending or disconnecting a Communications Service for non-payment, NUWAVE will give the Customer due warning. As far as technically feasible, it will limit any suspension to the Service that has not been paid for, except in cases of fraud or persistent late payment or non-payment.

(h) Number porting (all Customers). The Customer may port any telephone number it is entitled to port, including for at least one month after the Service ends. NUWAVE will not charge the Customer for the port itself. It will not refuse a valid port request only because the Initial Term has not ended or a sum is unpaid. Any early termination charge and other sums due remain payable.

10. Underlying Supplier Services

Some Services are sourced by NUWAVE from Underlying Suppliers for onward supply to the Customer. This clause 10 sets out terms that apply to those Services, reflecting obligations that NUWAVE must pass down to its customers under its own agreements with those suppliers.

10.1 In respect of any Service sourced from an Underlying Supplier, the Customer agrees that:

(a) it will use that Service only for its own internal business purposes, and will not resell it or allow any third party to access it;

(b) it will comply with the acceptable use requirements set out in clause 7 and with any additional usage restrictions notified to it for that Service;

(c) its right to receive that Service will automatically and immediately terminate if NUWAVE's Supplier Agreement for it terminates for any reason, or if the Underlying Supplier otherwise withdraws or ceases to offer that Service, in which case clause 10.6 sets out what NUWAVE will do;

(d) no intellectual property rights in the Service transfer to the Customer, and any related intellectual property rights may only be used in accordance with the licence granted under this Agreement;

(e) it has no direct contractual relationship with the Underlying Supplier, except where the Customer accepts Supplier Terms directly with the Underlying Supplier (for example the Microsoft Customer Agreement), and (save to the extent prohibited by law) any claim relating to that Service must be brought against NUWAVE and not against the Underlying Supplier;

(f) it will keep confidential any information belonging to NUWAVE or the Underlying Supplier that comes into its possession in connection with the Service, on terms equivalent to clause 12;

(g) it agrees to NUWAVE, and where applicable the Underlying Supplier, processing personal data as necessary to provide the Service, in accordance with clause 11, and to the other disclosures in clauses 6.6, 7.5 and 10.7;

(h) it will comply with the Supplier Terms and any additional service-specific terms notified to it for that Service, which may be set out in the relevant Service Terms or provided when the Service is activated; and

(i) it will not do, or fail to do, anything that would put NUWAVE in breach of the Supplier Terms for that Service, so far as those terms have been notified to it.

10.2 The Customer acknowledges that NUWAVE's ability to provide a Service sourced from an Underlying Supplier depends on NUWAVE's Supplier Agreement remaining in place, and that the Underlying Supplier's liability to NUWAVE is limited. Clause 14.4 applies to NUWAVE's liability for those Services.

10.3 **Supplier rights.** An Underlying Supplier may, under its terms, refuse to supply, suspend, restrict, withdraw or end a Service, including for one customer only, and in some cases immediately (for example, if it receives a complaint about a reseller, or the reseller becomes insolvent or is in breach). It may also change its fees and terms. NUWAVE is not liable for the supplier's exercise of those rights, but clause 10.6 applies where it ends a Service.

10.4 **Backup.** Backup and disaster recovery Services are, unless the Quote or the IT Support Service Terms expressly say otherwise, intended to be used as part of a wider backup strategy and not as the Customer's sole backup arrangement. The Customer should ensure it has appropriate alternative or second-copy backup arrangements for data that is critical to its business.

10.5 **Transition services.** Any transition, run-off or migration support from an Underlying Supplier after a Service ends is at the supplier's discretion. NUWAVE does not guarantee it.

10.6 **Supplier withdrawal.** If a Service ends under clause 10.1(c) or 16.3, NUWAVE will: (a) tell the Customer as soon as it becomes aware, and give as much notice as the Underlying Supplier gives NUWAVE; (b) use reasonable endeavours to offer a comparable replacement Service or, if the Customer prefers, to help it migrate to another provider, including by providing data exports and the information needed for the move, at no charge; (c) refund any Fees paid in advance for the period after the Service ends, less any part period the Underlying Supplier has already charged to NUWAVE; and (d) pass on to the Customer any service credit or compensation that NUWAVE actually receives from the Underlying Supplier in connection with the Customer's Service. No early termination charge or Supplier Exit Charge applies. This clause does not apply where the Service ends because of the Customer's act or omission, breach, insolvency or non-payment, in which case clauses 16.2, 16.6 and 16.7 apply.

10.7 **Transfer to the supplier.** If an Underlying Supplier terminates its Supplier Agreement with NUWAVE, or NUWAVE becomes insolvent, or the Underlying Supplier otherwise requires it under the Supplier Agreement, then, for the affected Services: (a) the Customer consents to NUWAVE giving the Underlying Supplier and its nominees the Customer's name, contact details, details of the Services and tariff, and a copy of this Agreement; (b) the Customer consents to the Underlying Supplier contacting it to offer to supply the Services directly, or to put it in touch with another reseller; and (c) at NUWAVE's or the Underlying Supplier's request, the Customer will enter into an assignment or novation of this Agreement for those Services to the Underlying Supplier or its nominee, on substantially the same terms.

10.8 **Reseller status.** NUWAVE acts as a reseller and not as the agent of any Underlying Supplier, and has no authority to bind one. The Customer must not contact an Underlying Supplier directly about a Service unless NUWAVE agrees. NUWAVE may identify an Underlying Supplier to the Customer where it needs to, but a supplier's name and logo may be used only as the supplier has approved.

10.9 **Supplier compliance.** NUWAVE may monitor the Customer's compliance with this Agreement. Where an Underlying Supplier reasonably requires it, or a breach by the Customer could affect an Underlying Supplier, NUWAVE may take the steps the supplier reasonably requires, which may include suspending or ending the affected Service under clauses 15 and 16.

11. Data Protection

11.1 Each Party will comply with its obligations under the UK General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other applicable data protection legislation (together, "Data Protection Legislation") in connection with this Agreement.

11.2 In this clause 11, "Customer Personal Data" means personal data that NUWAVE processes on the Customer's behalf in providing the Services. For Customer Personal Data, the Customer is the controller and NUWAVE is the processor. NUWAVE is a controller of the business contact and account data it holds about the Customer's staff for its own purposes (for example, billing and account management), as described in its Privacy Notice. An Underlying Supplier that determines the purposes and means of processing certain data (for example network, billing, security and fraud prevention data) acts as an independent controller under its own privacy notice, and the Customer will make sure the individuals concerned have been told. The subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subject are set out in the Data Processing Terms.

11.3 NUWAVE will, in relation to Customer Personal Data:

(a) process it only on the Customer's documented instructions, including in relation to transfers to a country outside the UK or to an international organisation, unless the law requires otherwise, in which case NUWAVE will tell the Customer before processing unless the law prohibits it from doing so. This Agreement is the Customer's instruction, together with any further reasonable written instructions;

(b) ensure that the people authorised to process it have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) take all measures required under Article 32 of the UK GDPR (security of processing);

(d) comply with the conditions in clause 11.4 for engaging sub-processors;

(e) taking into account the nature of the processing, help the Customer by appropriate technical and organisational measures to respond to requests from data subjects to exercise their rights;

(f) taking into account the nature of the processing and the information available to NUWAVE, help the Customer to comply with its obligations under Articles 32 to 36 of the UK GDPR (security, breach notification, data protection impact assessments and prior consultation);

(g) at the Customer's choice, delete or return all Customer Personal Data at the end of the provision of the Services, and delete existing copies unless the law requires them to be kept, or NUWAVE needs to keep them to meet record-keeping obligations to an Underlying Supplier or to establish, exercise or defend legal claims, in which case NUWAVE will keep them only for that purpose and for as long as it is required. The Customer must tell NUWAVE its choice within 30 days after the Service ends, failing which NUWAVE will delete the data. NUWAVE will procure deletion by sub-processors in line with their terms; NUWAVE may keep operational logs and system records for up to 12 months after the Service ends, and for longer where needed for a dispute, claim or legal obligation;

(h) make available to the Customer the information necessary to demonstrate compliance with this clause 11 and Article 28 of the UK GDPR, and allow for and contribute to audits, including inspections, by the Customer or an auditor it appoints who is bound by confidentiality and is not a competitor of NUWAVE. An audit may be carried out no more than once in any 12 months (unless a regulator requires it or following a Personal Data breach), on at least 30 days' written notice, during Business Hours, and must

not compromise the data of other customers or unreasonably disrupt NUWAVE's business. NUWAVE may meet a request by providing relevant certificates, reports and documents. As regards sub-processors, NUWAVE will provide the audit information, certificates and reports that the sub-processor makes available, and will exercise its own audit rights where reasonably necessary, but the Customer has no right to audit a sub-processor's premises. The Customer bears the cost of an audit, including NUWAVE's reasonable time at its standard rates, unless the audit reveals a material failure by NUWAVE to comply with this clause 11;

(i) tell the Customer without undue delay after becoming aware of a personal data breach affecting Customer Personal Data; and

(j) tell the Customer immediately if, in NUWAVE's opinion, an instruction from the Customer infringes Data Protection Legislation.

11.4 **Sub-processors.** The Customer gives general written authorisation for NUWAVE to engage sub-processors, including the sub-processors listed on NUWAVE's sub-processor page referred to in the Data Processing Terms as updated from time to time. NUWAVE will give the Customer at least 30 days' notice of any intended addition or replacement (or, where the Underlying Supplier gives NUWAVE less notice, as much as NUWAVE receives). The Customer may object in writing within that period, giving its reasons, but only on reasonable grounds relating to data protection. NUWAVE will consider the objection in good faith and may, but is not obliged to, offer an alternative. If the Parties cannot resolve the objection within 30 days, NUWAVE may proceed with the change, and the Customer may end the affected Service on 30 days' written notice, in which case clauses 16.6 and 16.7 apply. An objection does not entitle the Customer to end any Service where the change is made by an Underlying Supplier to its own sub-processors. NUWAVE will bind each sub-processor by written contract (which may be the sub-processor's own data processing terms) to the same data protection obligations as those in this clause 11, so far as they relate to the processing the sub-processor carries out, and remains liable to the Customer for each sub-processor's performance of those obligations, subject to clause 14.

11.5 **International transfers.** NUWAVE will not transfer Customer Personal Data to a country outside the UK unless the transfer is to a country covered by UK adequacy regulations, is made with appropriate safeguards under Article 46 of the UK GDPR (such as the UK International Data Transfer Agreement or the UK Addendum to the EU standard contractual clauses), or is otherwise permitted by Chapter V of the UK GDPR. NUWAVE's sub-processor list identifies sub-processors that involve such transfers.

11.6 **Customer's responsibilities.** The Customer will make sure that it has a lawful basis for providing Customer Personal Data to NUWAVE and for the processing described in this Agreement, that its instructions comply with Data Protection Legislation, that data subjects have received any notices required, and (where the Customer is not itself the controller) that it has the controller's authority to appoint NUWAVE and its sub-processors.

11.7 **Supplier use of data.** The Customer acknowledges that, where a Service is subject to Supplier Terms (for example the Microsoft Products and Services Data Protection Addendum), the Underlying Supplier may use data processed in connection with that Service to the extent those Supplier Terms allow, such as to monitor compliance, provide support and protect the security and stability of its services, and that to that extent it may act as a controller under its own privacy notice. NUWAVE does not otherwise authorise any Underlying Supplier to use Customer Personal Data for its own purposes.

11.8 **Cost of assistance.** NUWAVE may charge the Customer its reasonable costs of assistance under clauses 11.3(e), (f) and (h) that go beyond what is reasonable in the ordinary course, including any amount an Underlying Supplier charges NUWAVE for it.

11.9 Further detail on how NUWAVE processes personal data for its own purposes is set out in the Privacy Notice.

12. Confidentiality

12.1 Each Party agrees to keep confidential all information disclosed to it by the other Party in connection with this Agreement that is marked as confidential, or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure ("Confidential Information"), and not to use it for any purpose other than performing its obligations under this Agreement.

12.2 This clause 12 does not apply to information that: is or becomes public other than through breach of this Agreement; was already lawfully known to the receiving Party; is required to be disclosed by law or a competent authority; or is independently developed without reference to the disclosing Party's Confidential Information.

12.3 Each Party may disclose the other's Confidential Information to its employees, contractors, professional advisers and, in NUWAVE's case, its Underlying Suppliers, who need to know it for the purposes of this Agreement, provided they are bound by equivalent confidentiality obligations.

12.4 The Underlying Suppliers' pricing, wholesale terms, technical information and any non-public documents that come into the Customer's possession through NUWAVE are Confidential Information of NUWAVE and the supplier. The Customer must not disclose them to anyone else, or use them to compete with NUWAVE or the supplier.

12.5 This clause 12 continues after this Agreement ends, for two years or, for trade secrets and personal data, for as long as they remain confidential.

13. Intellectual Property

13.1 All intellectual property rights in the Services, and in any software, documentation, configurations or materials provided or developed by NUWAVE or its Underlying Suppliers in connection with the Services, remain owned by NUWAVE or its licensors or suppliers. Nothing in this Agreement transfers any intellectual property rights to the Customer.

13.2 NUWAVE grants the Customer a non-exclusive, non-transferable licence to use the Services for the Customer's own internal business purposes for the term of this Agreement, subject to the Customer's compliance with this Agreement.

13.3 Where the Customer provides NUWAVE with materials, data or other content in connection with the Services, the Customer retains ownership of that material and grants NUWAVE (and its Underlying Suppliers, as needed) a licence to use it solely for the purpose of providing the Services.

13.4 The Customer must not use the name, logo or branding of NUWAVE or any Underlying Supplier except as approved in writing, and must not do anything that would damage their reputation or goodwill.

14. Liability

14.1 **Liability that is not limited.** Nothing in this Agreement limits or excludes either Party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot lawfully be limited or excluded; or (d) in the Customer's case, its obligation to pay the Fees and any other sums due under this Agreement.

14.2 **General cap.** Subject to clauses 14.1 and 14.4, each Party's total liability to the other arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, in each Contract Year is limited to the lesser of (a) 100% of the recurring Fees paid and payable by the Customer under this Agreement for the Contract Year in which the event giving rise to the liability occurred (excluding hardware, software and other one-off purchases, and Supplier Charges passed on at cost) and (b) £25,000. This clause 14.2 does not limit the Customer's obligation to pay the Fees, any early termination charge or Supplier Exit Charges, or its liability under clause 14.7.

14.3 **Excluded loss.** Subject to clause 14.1, neither Party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect or consequential loss, or for any loss of goodwill or reputation, loss of anticipated savings, loss of profit, revenue, business or contracts, or loss or corruption of data (except, in the case of NUWAVE, the reasonable cost of restoring data from the most recent backup that NUWAVE is responsible for under a backup Service).

14.4 **Supplier-sourced Services.** Where a Service is sourced from an Underlying Supplier, the Underlying Supplier's liability to NUWAVE for that Service is limited by its Supplier Agreement. NUWAVE therefore: (a) is not liable to the Customer for loss of profit, revenue, business, contracts or anticipated savings, or for loss of, or damage to, data, arising from that Service, to the extent the Underlying Supplier would not be liable to NUWAVE for that loss; and (b) will not be liable to the Customer for more than the amount that NUWAVE recovers (or, acting reasonably, could have recovered) from the Underlying Supplier in respect of the Customer's loss, or, if more, the Fees paid for the affected Service in the Contract Year in which the liability arose. NUWAVE will, if the Customer asks and pays NUWAVE's reasonable costs in advance, use reasonable endeavours to claim against the Underlying Supplier for the Customer's loss and to pass on what it recovers. Nothing in this clause limits liability under clause 14.1.

14.5 **Notification and time limit.** The Customer must tell NUWAVE in writing of any claim as soon as reasonably practicable after becoming aware of it, giving reasonable detail, and in any event within 12 months of becoming aware of it. NUWAVE has no liability for a claim that the Customer first notifies more than 24 months after the event giving rise to it, except for claims under clause 14.1. The Customer must take reasonable steps to mitigate its loss.

14.6 **Insurance and safeguards.** The Customer acknowledges that no IT environment can be made completely secure, and that NUWAVE's security and backup Services reduce risk but do not remove it. The Customer is responsible for maintaining its own insurance, including cyber insurance, appropriate to its business.

14.7 **Customer indemnity.** The Customer will indemnify NUWAVE against all losses, liabilities, damages, costs (including reasonable legal costs) and expenses NUWAVE incurs as a result of:

(a) the Customer's breach of clause 6.4, clause 7 or clause 10.1;

(b) any claim against NUWAVE by an Underlying Supplier or third party arising from the Customer's act or omission, its use of a Service, its data, or anyone using a Service through the Customer;

(c) any claim that the Customer's data or its use of a Service infringes a third party's rights or breaches the law; or

(d) the Customer's breach of its obligations under the Equipment, Sites and Access Terms relating to sites and access.

14.8 **Implied terms.** Subject to clause 8.4 and paragraph EQ.1, and except as expressly stated in this Agreement, all warranties, conditions and other terms that the law would otherwise imply (including as to satisfactory quality, fitness for purpose and non-infringement) are excluded as far as the law allows. NUWAVE does not warrant that the Services or any software will be error-free, uninterrupted or free from security vulnerabilities, or that they will meet the Customer's particular requirements.

14.9 **Reasonableness.** The Parties agree that the limits and exclusions in this clause 14 are reasonable, having regard to the Fees, the nature of the Services, NUWAVE's own exposure to its Underlying Suppliers, and the Customer's ability to insure against the risks involved.

15. Suspension

15.1 NUWAVE may suspend, restrict or reduce the whole or any part of a Service, immediately where necessary (except under paragraph (a)) and otherwise on reasonable notice, if:

(a) the Customer fails to pay by its due date any sum that is not disputed in good faith under clause 8.13;

(b) NUWAVE reasonably suspects that the Customer, or anyone using the Service through the Customer, has breached clause 6.4 or clause 7, or is using the Service in a way that could harm, or risk liability for, NUWAVE, an Underlying Supplier or any other customer;

(c) NUWAVE reasonably suspects fraud, unauthorised use or a security compromise relating to the Service or the Customer's account;

(d) an Underlying Supplier, a regulator, a court or the law requires or requests it, or the Underlying Supplier suspends, restricts or ends the service on which the Service depends;

(e) the Customer exceeds a credit limit set under clause 8.15, or does not provide a deposit, payment in advance, guarantee or other security that NUWAVE has reasonably required under that clause within the time allowed.

15.2 NUWAVE will restore a Service suspended under clause 15.1 as soon as reasonably practicable once the reason for suspension has ended and, where relevant, the Customer has paid all overdue sums and the reasonable costs of suspension and restoration.

15.3 Fees continue to accrue during a suspension, except where the suspension is under clause 15.1(e) or is caused by NUWAVE's breach. NUWAVE may charge its reasonable costs, and any reconnection or other charge made by an Underlying Supplier, for suspending and restoring the Service.

15.4 Suspension does not stop the Customer's obligation to pay Fees or limit NUWAVE's right to terminate. Suspension does not count as a breach by NUWAVE.

16. Termination

16.1 **Ending at the end of a term.** Either Party may end a Service, or this Agreement, at the end of its Initial Term or a Renewal Term by giving written notice in accordance with clause 5.5 (or, for a Communications Service supplied to a Small Customer, as clause 9.4(c) provides). The Customer may not end a Service earlier except as this Agreement allows. If the Customer asks NUWAVE to end a Service early and NUWAVE agrees, the Customer must pay the early termination charge under clause 16.6.

16.2 Either Party may terminate this Agreement, or the affected Service, immediately by written notice if the other:

(a) commits a material breach that cannot be remedied, or that it does not remedy within 14 days of written notice requiring it to do so. Where the breach is by the Customer and affects a Service supplied by an Underlying Supplier, and the Underlying Supplier allows NUWAVE a shorter period, that shorter period applies and NUWAVE will pass on as much notice as it receives; or

(b) is, or is reasonably likely to be, unable to pay its debts, enters administration, liquidation or a voluntary arrangement, has a receiver appointed, ceases to carry on business, or suffers a similar event in any jurisdiction. This paragraph (b) does not apply to the extent that the law (including section 233B of the Insolvency Act 1986) prevents a Party from relying on it.

In addition, NUWAVE may terminate this Agreement or any Service immediately by written notice if:

(i) the Customer breaches clause 6.4, clause 7 or clause 10.1;

(ii) an Underlying Supplier requires it because of the Customer's act or omission, or has terminated or suspended the underlying service because of the Customer's act or omission (where an Underlying Supplier ends a Service for any other reason, clause 16.3 applies instead);

(iii) the Customer fails to provide a deposit, payment in advance, guarantee or other security under clause 8.15 within the time allowed;

(iv) any undisputed sum due from the Customer under clause 8 is more than 14 days overdue and remains unpaid 7 days after NUWAVE has given the Customer written warning; or

(v) the Customer undergoes a change of control that NUWAVE reasonably considers puts its ability to pay at risk.

16.3 **Supplier ends the Service.** If an Underlying Supplier ends or withdraws a Service, or ends or restricts its Supplier Agreement with NUWAVE so that NUWAVE can no longer supply it, NUWAVE may end the affected Service on the notice the Underlying Supplier gives NUWAVE (or, if none is given, on written notice). Clause 10.6 then applies.

16.4 **Consequences.** When a Service or this Agreement ends for any reason: (a) the Customer must stop using the Service and pay all sums due, including any invoiced in arrears; (b) all rights to use the Service end; (c) the Customer must comply with clauses 6.5, 16.8 and 16.9; (d) NUWAVE may recover its reasonable costs of removing equipment and the Services; and (e) the Parties' accrued rights and remedies are not affected.

16.5 **Prepaid Fees.** NUWAVE may apply any Fees paid in advance for a Service that is ending against sums that the Customer owes to NUWAVE, including any early termination charge, Supplier Exit Charges and the cost of unreturned equipment, and will refund the balance, if any, within 30 days. Fees for a billing period that has already started are not refunded (see clause 8.10), except as clause 10.6 states.

16.6 **Early termination charge.** If the Customer ends a Service before the end of its Initial Term or Renewal Term (except in a case listed in paragraph (c)), or NUWAVE ends a Service or this Agreement under clause 16.2 because of the Customer's breach, non-payment or insolvency (so far as the law allows), the Customer must pay the following within 14 days of NUWAVE's invoice:

(a) the recurring Fees that would have been due for the rest of the term, without any discount, rebate or reduction, except that for Services NUWAVE delivers itself (such as IT Support Services) the amount is 75% of those Fees, reflecting the costs NUWAVE saves once it stops providing them; and

(b) any Supplier Exit Charges not already covered by paragraph (a), but not any early termination charge or remaining rentals that the Underlying Supplier charges for the same remaining period as the Fees charged under paragraph (a).

The Parties agree that this charge protects NUWAVE's legitimate interest in recovering the commitments it makes to its Underlying Suppliers, staff and resources for the whole term, is proportionate to that interest, and is not a penalty.

(c) No early termination charge is payable where:

(i) the Customer ends a Service under paragraph IT.3 of the IT Support Service Terms (repeated target misses);

(ii) the Customer ends a Service under clause 5.3 (trial), clause 9.4 (Ofcom protections) or clause 17.3 (force majeure);

(iii) a Service ends under clause 10.6 or 16.3 (supplier withdrawal); or

(iv) the Customer ends a Service because NUWAVE is in material breach, or insolvent, as described in clause 16.2.

16.7 **Supplier Exit Charges.** NUWAVE does not charge an early termination charge in the cases in clause 16.6(c), but where an Underlying Supplier charges NUWAVE Supplier Exit Charges for ending the Service early, the Customer must still pay them, except where:

(a) the Service ends under clause 10.6 or 16.3 (supplier withdrawal); or

(b) the Service ends because of NUWAVE's breach or insolvency; or

(c) the Customer ends a Communications Service under clause 9.4(a).

Subject to (a) to (c) above, disconnection, cessation and similar charges that an Underlying Supplier makes on any ending of a Service are payable whatever the reason for ending. NUWAVE will pass these on at cost and will tell the Customer the amount (and, on request, give a certified summary in line with clause 8.7) before the Service ends where it can.

16.8 **Exit assistance.** On reasonable request, and (except for number porting) subject to payment of all sums due, NUWAVE will give the Customer reasonable help to move to another provider, including:

(a) exporting the Customer's data in a standard format;

(b) for Microsoft 365 and other cloud tenancies, handing over administration of a tenancy the Customer owns, or helping move data out of one NUWAVE controls; and

(c) for telephone numbers the Customer is entitled to port, arranging porting in line with clause 9.4(h), Ofcom's General Conditions of Entitlement and industry porting processes, at no charge to the Customer for the port itself. Any data export charges that an Underlying Supplier makes will be passed on at cost. Numbers, codes, IP addresses and other resources that belong to an Underlying Supplier or carrier may not transfer, and the Customer may not keep a number if the supplier has withdrawn or reclaimed it. Except as clause 10.6 states, any other help is chargeable at NUWAVE's then-current rates.

16.9 **Return of equipment.** The Customer must return Loaned Equipment and any Supplier Equipment in good condition (fair wear and tear excepted) within 14 days of the Service ending, or as the relevant Service Terms say, failing which NUWAVE may charge the replacement value stated in the Quote (or, if none, the cost

charged to NUWAVE) and any non-return fee an Underlying Supplier makes. NUWAVE may enter the premises at reasonable times to recover equipment.

16.10 **Survival.** Clauses 1, 6.3, 6.5, 8, 10.7, 11, 12, 13, 14, 16, 18 and 19, and any other term intended to continue, survive the end of this Agreement.

17. Force Majeure

17.1 Neither Party will be liable for any failure or delay in performing its obligations under this Agreement (other than an obligation to pay money) to the extent that the failure or delay is caused by an event outside its reasonable control that it could not reasonably have avoided or mitigated, such as an act of God, war, terrorism, fire, flood, pandemic, widespread power or telecommunications failure, cyber attack on a third party's network, or industrial action not involving its own staff (a "Force Majeure Event").

17.2 A failure or default by a supplier or subcontractor, or a failure of a public telecommunications network, is a Force Majeure Event only if it is itself caused by an event that would be a Force Majeure Event had it affected NUWAVE directly, and NUWAVE could not reasonably have avoided its effect by using an alternative source.

17.3 The affected Party must tell the other promptly, and use reasonable endeavours to resolve the Force Majeure Event. Its obligations are suspended for as long as the Force Majeure Event continues. This clause does not excuse either Party from paying sums that are due. If a Force Majeure Event continues for more than 90 days, either Party may terminate the affected Service (or, if the whole Agreement is affected, this Agreement) on written notice.

17.4 Where a Force Majeure Event affects an Underlying Supplier, clause 17.2 decides whether it is also a Force Majeure Event for NUWAVE, and clause 14.4 applies to NUWAVE's liability for the affected Service.

18. Notices

18.1 Any notice given under this Agreement must be in writing and delivered by hand, sent by first-class post to the recipient's registered office, or sent by email to the recipient's notices email address. For NUWAVE these are set out in the party details at the start of this Agreement. For the Customer, the registered office is the one shown at Companies House (or, if the Customer is not a company, its main place of business), and the notices email address is the email address to which the Quote was sent or the most recent address or email address the Customer has given NUWAVE for notices. Either Party may change its details by notifying the other.

18.2 **Deemed receipt.** A notice sent in accordance with clause 18.1 is treated as received:

- **by hand:** when it is delivered;
- **by first-class post:** 2 Working Days after it is posted, with proof of postage supplied;
- **by email:** 1 Working Day after it is sent, unless the sender gets a delivery failure message.

18.3 Operational messages such as invoices, renewal reminders, service updates and price notices under clauses 5.5, 8.7, 8.8 and 9 may be sent by email to the Customer's notices email address, with a copy to its primary contact as recorded by NUWAVE. This clause 18 does not apply to the service of legal proceedings.

18.4 Where a notice of non-renewal or termination relates to a Service supplied by an Underlying Supplier, NUWAVE will pass it on to the Underlying Supplier in the form that supplier requires. The Customer does not need to give it in any other way.

19. General

19.1 **Entire agreement.** This Agreement (including the Service Terms, the Quote and the versions of the terms accepted under clause 2.6) is the entire agreement between the Parties in relation to its subject matter and replaces all previous agreements, understandings and arrangements between them. Each Party acknowledges that, in entering into this Agreement, it has not relied on any statement, representation, warranty or understanding that is not set out in it. Nothing in this clause limits liability for fraud or fraudulent misrepresentation.

19.2 **Assignment and subcontracting.** The Customer may not assign, transfer, subcontract or deal with any of its rights or obligations under this Agreement without NUWAVE's prior written consent. NUWAVE may assign, transfer or novate this Agreement, in whole or in part, to another member of its corporate group, to a purchaser of its business, or to an Underlying Supplier or its nominee (including under clause 10.7), without the Customer's consent, and may subcontract any of its obligations, provided that NUWAVE remains responsible for its subcontractors except where this Agreement says otherwise.

19.3 **Waiver.** A failure or delay by either Party to exercise any right under this Agreement does not operate as a waiver of that right.

19.4 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect, and the Parties will replace it with a valid provision that has as close an effect as possible.

19.5 **Third party rights.** Except as expressly stated, this Agreement does not confer any rights on any person who is not a party to it, under the Contracts (Rights of Third Parties) Act 1999 or otherwise. An Underlying Supplier may enforce clauses 6.4, 7, 10 and 14.7 as they apply to it, and clause 10.1 is for its benefit.

19.6 **Governing law and jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes) are governed by English law, and the Parties submit to the exclusive jurisdiction of the English courts.

19.7 **Variation.** No variation of this Agreement is effective unless it is in writing and signed or accepted electronically by an authorised signatory of each Party, except for: (a) Quotes agreed under clause 2.4; and (b) changes that NUWAVE is entitled to make under clauses 8.7, 8.8 and 9.

19.8 **Ofcom protections.** Clause 9.4 sets out the protections that apply to Communications Services under Ofcom's General Conditions of Entitlement, and prevails over any other term of this Agreement.

19.9 **Business customer.** The Customer confirms that it is contracting for the purposes of its business and not as a consumer.

19.10 **Escalation.** If a dispute arises, the Parties will first try to resolve it by discussion between their senior managers for 14 days, and then, if either wishes, by mediation under CEDR or a similar procedure, before starting court proceedings. This does not stop either Party from seeking urgent court relief, or NUWAVE from recovering undisputed debts. This clause does not affect a Small Customer's right to use alternative dispute resolution under clause 9.4(f).

19.11 **Electronic acceptance.** The Parties agree that acceptance of a Quote online or by email, as set out in clauses 2.6, 2.7 and 4.1, is an electronic signature and creates a legally binding agreement without any need for a hand-signed copy. Where a document is signed instead, it may be signed in counterparts and by electronic signature, each of which is an original, and which together are one agreement.

Equipment, Sites and Access Terms

These terms apply where the Services involve equipment, a site visit or work at the Customer's premises. They apply in addition to the Core Terms.

EQ.1 **Purchased equipment.** Hardware and software that the Customer buys from NUWAVE belongs to the Customer once NUWAVE has received payment in full. Risk passes to the Customer on delivery. Clause 8.4 applies to payment, cancellation and returns. Manufacturers' warranties pass to the Customer, and NUWAVE will help to make a warranty claim but does not itself give a warranty, except as the law requires.

EQ.2 **Loaned Equipment.** Equipment that NUWAVE lends to the Customer, including equipment listed as loaned in the Quote or a delivery note ("Loaned Equipment"), remains NUWAVE's property. The Customer must: (a) keep it in good condition and use it only for the Services; (b) not sell, lend, pledge or part with it, or move it from the site without agreement; (c) insure it, or accept the risk of loss and damage from delivery until it is returned; (d) allow NUWAVE to inspect and recover it; and (e) return it, when NUWAVE asks or the Service ends, in the same condition as when loaned (fair wear and tear excepted). If it is not returned, or is returned damaged, clause 16.9 applies. NUWAVE will record the condition of each item in the Quote or a delivery note.

EQ.3 **Supplier Equipment.** Equipment that an Underlying Supplier or carrier supplies for a Service stays the property of the supplier and the Customer must treat it as Loaned Equipment, and return it as the supplier requires (as set out in the relevant Broadband or Leased Line Service Terms).

EQ.4 **Customer-supplied equipment.** Where the Customer supplies its own equipment, software or third-party services for use with the Services, the Customer is responsible for their compatibility, licensing, security and maintenance, and NUWAVE is not liable for faults arising from them. The Customer warrants that it has the right to allow NUWAVE to use and work on them.

EQ.5 **Access and consents.** The Customer will, at its own cost, give NUWAVE, its Underlying Suppliers and their contractors safe, timely access to the sites and the equipment rooms, risers, ducts and wayleaves needed to install, maintain, inspect and remove the Services. It will obtain all landlord, building-owner and other consents, wayleaves and permissions (and tell NUWAVE if any are conditional or time-limited) before the Services are installed, and keep them in place for as long as the Services run.

EQ.6 **Safe environment.** The Customer must provide a safe working environment, free of asbestos and other hazards (and tell NUWAVE of any known hazard), suitable power, space, cooling and environmental conditions, and must comply with health and safety law in relation to the visit. NUWAVE and its contractors may refuse to work, or leave, where the environment is unsafe, and charges for a wasted visit apply under clause 8.9.

EQ.7 **Abortive visits.** NUWAVE may charge for abortive, failed or repeated visits caused by the Customer (including no access or no suitable environment), for visits where no fault is found or the fault lies with the Customer's equipment, and for work outside Business Hours, in each case passing on any Supplier Charges at cost under clause 8.9, plus NUWAVE's own time at its then-current rates under clause 3.8.

EQ.8 **Damage and indemnity.** The Customer is responsible for the cost of making good any damage to the site or its fabric that is not caused by NUWAVE's negligence, and indemnifies NUWAVE under clause 14.7(d) in relation to the matters in these Terms.

Data Processing Terms

These terms set out the details of processing required by Article 28(3) of the UK GDPR for clause 11 of the Agreement.

Item	Detail
Subject matter	Provision of the Services under the Agreement.
Duration	The term of the Agreement, and any period after it during which NUWAVE holds Customer Personal Data under clause 11.3(g) (normally up to 30 days for return or deletion, up to 12 months for operational logs and system records, and longer where clause 11.3(g) allows).
Nature and purpose of processing	Hosting, storage, backup and recovery, monitoring and management of devices and accounts, remote support, email and security filtering, licensing administration and telephony, in each case to provide the Services.
Types of personal data	Names, business contact details, email content and metadata, user account and device identifiers, files and data held in backups, call records and (where used) call recordings, and any other personal data the Customer places on the systems NUWAVE manages.
Special category data	None is intended. Some may be contained incidentally in the Customer's data, backups or call recordings. The Customer is responsible for its lawful basis (see clause 11.6).
Categories of data subject	The Customer's employees, contractors and officers, and its customers, suppliers and other contacts whose data appears in the Customer's systems.

Sub-processors. NUWAVE's current list of sub-processors, including their location and any transfer safeguards, is published at www.nuwaveitconsultancy.co.uk. NUWAVE will update this list, and notify the Customer of changes, in accordance with clause 11.4.