



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

**Resolution: R-EN-179-2020**

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**File Number: RES-20:206**

**Enactment Number: R-EN-179-2020**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A  
CONTRACT WITH BLUE SKY TECHNOLOGIES FOR VoIP PHONE AND FAX  
SOLUTION

WHEREAS, the City of Jonesboro sent a Request for Proposal (RFP) for VoIP phone system and fax solution; and,

WHEREAS, the Information Systems Department reviewed the firms that submitted the RFP for the said services; and,

WHEREAS, the business that was the low bidder and is recommended to provide phone and fax services for 36 months is Blue Sky Technologies; and,

WHEREAS, the City of Jonesboro has negotiated with Blue Sky Technologies a one-time fee of \$105,838.50 for VoIP and Fax equipment, and \$699.00 a month for Local Phone and fax service; and,

WHEREAS, funding for the execution of the contract shall come from the 2020 Information Systems budget and compensation shall be paid in accordance with the contract documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1. That the City of Jonesboro shall enter into a contract with Blue Sky Technologies for VoIP/Local Phone Services for a negotiated fee of \$699 per month for 36 months for local phone and fax service and a one-time fee of \$105,838.50 for VoIP and Fax equipment.

Section 2. That funding for the execution of the contract shall come from the 2020 Information Systems budget and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2020.





**Addendum for City of Jonesboro, AR**

This addendum, and the original agreement, are the entire agreement between NUSO LLC and the City of Jonesboro, AR and shall add to and/or supersede specific sections in the NUSO Terms and Conditions of Service and Use.

**SECTION**

32.D - Indemnification. This section does not apply to City of Jonesboro based on Arkansas state law.

32.V – Choice of Law. This section does not apply to City of Jonesboro based on Arkansas state law.

A handwritten signature in blue ink, appearing to read 'C. Jones', written over a horizontal line.

Signature

The name 'Corey Jones' written in blue ink over a horizontal line.

Print

11/20/2020

NUSO LLC







|                                 |          |
|---------------------------------|----------|
| Contract Term (Months)          | 36       |
| Total One Time Charges          | \$0.00   |
| Total Monthly Recurring Charges | \$699.00 |

**PREPARED FOR**

City of Jonesboro  
 Jason Ratliff  
 jratliff@jonesboro.org  
 870-886-7269

**PARTNER CONTACT**

Blue Sky Technologies LLC  
 Tim Buford  
 tim.bufford@myblue-sky.com  
 870-284-0487

**CUSTOMER ADDRESS**

300 S. Church Street  
 Jonesboro , Arkansas 72401

**SALES CONTACT**

Kole Kozelichki  
 kole.kozelichki@nuso.cloud  
 (314) 787-1754

**CUSTOMER NOTES**

|                          | QUANTITY | UNIT PRICE    | ONE TIME | RECURRING       |
|--------------------------|----------|---------------|----------|-----------------|
| NUSO SIP Trunk Bundle 46 | 1        | \$699.00      | \$0.00   | \$699.00        |
| <b>QUOTE TOTAL</b>       | <b>1</b> | <b>\$0.00</b> |          | <b>\$699.00</b> |

Upon Customer signature of this Quotation for Service (or any revision and addition thereof) the Quotation for Service becomes a bona-fide Service Order and is governed by the NUSO Business Customer Terms & Conditions of Service and Use.

This Quotation for Service (or any revision thereof) is exclusive of taxes, surcharges, fees and regulatory assessments that may be; and/or are applicable to Installation, Equipment, the Service. Customer agrees that they shall pay all such fees, surcharges, taxes and regulatory assessments in conjunction with this Quotation for Service (or any revision thereof) along with all Non-Recurring Costs (NRC's) and Monthly Recurring Costs (MRC's) even though such taxes, fees, surcharges and regulatory assessments are not formally specified on this Quotation for Service and/or upon the Quotation for Service transition to a bona-fide Service Order.

If Customer is entitled to exemption from any and or all related fees, taxes, surcharges and assessments Customer shall provide NUSO with valid exemption forms to be accepted and approved by NUSO. In the event and until such time Customer provides valid exemption forms accepted by NUSO; NUSO shall have the right to charge Customer for any taxes, fees, surcharges and assessments at the sole discretion of NUSO.

Cancellation and/or termination after the provision and usage of Service shall be governed by and in accordance with the NUSO Business Customer Terms & Conditions of Service and Use as signed and accepted by the Customer and may include without limitation termination and/or cancellation fees.

Customer affirms and agrees that upon execution of this Quotation for Service it becomes a legally binding Service Order Form. Therefore if Customer Cancels or terminates this Service Order prior to installation a termination fee of up to 100% of the cancelled and/or terminated specific product that had been ordered. If Customer cancels or terminates this Service Order Form and/or any portion thereof after Service Installation, Customer shall be subject to a cancellation/termination fee of up to 100% of the cancelled and/or terminated specific product that had been ordered. Additionally if NUSO cancels or terminates this Customer Service Order Form for cause as stated in the NUSO Business Customer Terms & Conditions of Service and Use the same cancellation/termination fees shall apply.



**NUSO, LLC. BUSINESS CUSTOMER  
TERMS & CONDITIONS OF SERVICE AND USE**

By signature of the NUSO Business Customer Terms & Conditions of Service and Use and, in conjunction with a fully executed Initial Quotation for Service/Service Order Form and additional documents incorporated herein by reference Customer understands and agrees they are purchasing a Business Subscription VoIP based Calling Service which has both; associated one time fees and charges as Non-Recurring Fees ("NRC"), Monthly Recurring Fees and Charges ("MRC"). These fees and charges are for the Services, and as applicable Equipment, which Customer orders from NUSO, as set forth in the Initial Quotation for Service Order/Service Order Form, and as more accurately defined herein in addition to any future Quotation for Service/Service Order Forms all of which are legally binding upon signature by Customer.

**PARTIES.** These Terms and Conditions of Service and Use are between the Customer ("Customer"), and NUSO, LLC. a Missouri Company ("NUSO"). All references to the Company, NUSO websites; Products and Services shall mean NUSO, LLC. Throughout these NUSO Business Customer Terms & Conditions of Service and Use and in the program documents which are incorporated herein by reference; the words "we," "the Company," "our," or "us" shall mean NUSO. The words "subscriber," "end user," "employee", "you or your" shall mean Customer or individuals who have access to and/or are associated with the Customer account as defined herein these Terms and Conditions. Upon signature by Customer along with additional documents including the initial Service Order Form these Business End User Terms and Conditions of Use constitute a legally binding Agreement by Customer to adhere to all Terms and Conditions stated herein.

**1. Acceptance.** Customer accepts and agrees to use and pay for all Services as set forth herein these Terms and Conditions and any related NUSO program, policy documents and disclosures incorporated by reference (some of which may require Customer signature) found at which are located at <https://nuso.cloud/policies> for the full term of the Initial Service Order Form, these NUSO Terms & Conditions Of Service and Use and any subsequent Renewal Terms.

(a) These Terms & Conditions of Service and Use as affirmed by Customer shall govern the purchase and use of NUSO Services, calling plans and Equipment devices more commonly referred to as NUSO Services (Services), which are presently and/or in future may be made available on to the Customer at the sole discretion of NUSO.

**2. Customer Acceptance of these Terms & Conditions.** By setting up a NUSO account, signing any Quotation for Service/Service Order Form, subscribing to the NUSO Service, purchasing NUSO Products and participating in the NUSO business VoIP calling program, Customer hereby agrees to be bound by, and accepts all Terms and Conditions of Service and Use, including the Service and/or product information that is applicable to each Service and product as listed on the NUSO web site, in NUSO sales and marketing materials and/or any other information provided to Customer by NUSO. Additional program documents may include without limitation the NUSO; (a). E911 disclaimer, (b). Acceptable Use Policy ("AUP"), (c). Privacy Policy, (d). General Web Site Terms and Conditions, (e). and additional program documents that may be included in Customer introductory welcome email and/or posted of the NUSO web site which govern Customers' use of Service. And incorporated to these NUSO Terms & Conditions of Service and Use, all of which may be amended from time to time at the sole discretion of NUSO.

**3. Customer Service.** NUSO, LLC. offers both online and live

customer support. NUSO Customer Service can be used by Customer at anytime by calling 1-866-467-6835 or by Customer sending a to [serviceorders@nuso.cloud](mailto:serviceorders@nuso.cloud).

**4. Availability.** The Services and, as applicable the Equipment are offered subject to the availability of the necessary facilities, power, services, subject to the provisions of these Terms and Conditions of Service and Use. NUSO shall not be responsible or liable in any manner for delay in installing or providing Service or Equipment ordered by Customer. Customer agrees that they meet all requirements and considerations to undertake and use the Services, and Customer has a properly configured and working Internet connection with a Service Provider or an acceptable broadband connection. Unless as otherwise agreed to in writing NUSO will not provide Internet access to and for any Customer and is not an Internet Service Provider ("ISP").

**5. Service Delivery.** NUSO will notify Customer of the In Service Date (Service Availability Date) which is the date when the Service has been successfully installed and is available for Customer's use with such installation performed either by NUSO directly, a third party in conjunction with NUSO and/or the Customer themselves performs installation with or without the assistance of NUSO and/or a NUSO associated third party. When NUSO makes the Service available to the Customer, but Customer is not ready accept Service delivery or use of the Service, regardless of such billing shall commence on the In-Service Date as Customers' Service is provisioned and available for use. Failure by Customer to use the Service commencing on the In Service Date shall be deemed as an automatic acceptance of Service even if the Service is not used by the Customer. Unless provided however Customer has provided prior written notification to NUSO before commencement of In Service Date.

**6. Use of Service.** NUSO Services provided to the Customer by NUSO may only be used in accordance with all applicable laws, statutes, regulations and rules, and in accordance with; (a) normal acceptable business use, (b) in accordance and compliance with city, county, state and Federal laws; and, (c) Services are not to be used for any illegal purpose and such lawful and acceptable use is to binding on Customer. Transmission, promulgation, theft, procurement of, communication, alteration, publication or storage of any information, protected material/property, data or material in violation of any United States Federal state or local law, statute, regulation or rule is strictly prohibited. The aforementioned includes, but is not limited to any material, data, matter, software or software code, or intellectual property protected by copyright, trade mark, privacy or other proprietary, personal or property right, trade secret, or any other statute.

**A.** The Customer is solely responsible for the knowledge of any adherence to any and all laws, statutes, rules and regulations pertaining to; (a) to the Customer's use of the NUSO Services; (b) to the use of any networks connected to the NUSO Services; and, (c) to the communications means by which the Customer connects their router, PC, terminal or any other Equipment to use and access the NUSO Service. Customer is responsible for managing all the activity occurring through use of the Voice service, including the activity of its End Users, employees, independent contractors, affiliates, third parties and agents. At all times the Customer shall abide by all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data.



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**7. NUSO Acceptable Use Policy** It is unlawful and a violation of these Terms & Conditions of Service and Use to communicate, transmit, or promulgate in any matter, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort or to otherwise use the NUSO Services for any illegal, unlawful purpose and/or to violate any stipulations as specified in the NUSO Acceptable Use Policy ("AUP"). NUSO will have full rights to undertake any steps as prescribed herein these Terms & Conditions of Service and Use in the event Customer is in violation of the then current AUP.

**8. NUSO 911/E911.** Customer understands that all of NUSO calling services are Internet based and that the emergency services calling capabilities associated with the Service are different from those offered by traditional providers of local telephone services. NUSO VoIP calling services are not meant to be relied upon in case of an emergency. While NUSO attempts to provide access to emergency service, the NUSO E911 VoIP Services feature is not intended to be used to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care units or any other kind of emergency services. Customer should therefore maintain an alternative means of calling emergency services. Additionally Customer agrees that they shall sign and provide a copy of the NUSO E911 Disclaimer in conjunction with a sign copy of Terms & Conditions of Service and Use and the NUSO E911 disclaimer shall be incorporated herein.

**9. NUSO SERVICES - Customer Right of Use.** NUSO provides its authorization and approval to Customer for the right to use the NUSO Products and Services at the sole discretion of NUSO. The Customers' right to use the Equipment and any related software provided in conjunction with the delivery of NUSO Service during the associated Service Order Form Term and any subsequent renewal terms will be at all times used in strict accordance with these NUSO Terms & Conditions, any NUSO documents incorporated herein by reference and Service shall only and solely for Customers' own internal business use and not for resale by Customer. In the event of any cancellation, termination or expiry of these Terms & Conditions of Service and Use and Customers non use of the Equipment, Software or any peripherals provided under these Terms & Conditions of Service and Use shall immediately terminate along with the Customer's Service. Except as expressly provided herein, the use of Service and NUSO Products by Customer does not in any manner or way convey any form of ownership or other rights, express or implied to Customer; without limitation; (a) the Services, (b) any materials provided in connection with the Plan Services; and/or, (c) in and of any Intellectual Property.

**10. NUSO Intellectual Property Rights.** Any Intellectual Property Rights in conjunction with the NUSO Services, Equipment, brands, logos, trademarks and/or word-marks, or any Intellectual Property related to technology that is used in the provisioning of Services thereof are, and shall at all times remain the exclusive and sole property of NUSO, its related third parties, affiliates, agents and its licensors. All rights not expressly granted herein are reserved and retained by NUSO and its third parties, affiliates, agents and its licensors, and no Intellectual Property rights or any other form or type of rights or licenses are granted at any time to Customer are assigned, granted, or transferred to Customer, its employees, affiliates, agents and independent contractors or any other party by estoppel, implication, or otherwise. Customer affirms, agrees and acknowledges that misuse of NUSO Services may violate third party Intellectual Property in the Equipment and/or software provided that is used in connection and Service delivery with the

NUSO VoIP calling Service. Customer is duly bound by the Confidentiality Article as stated herein these Terms & Conditions Of Service and Use and therefore Customer may not disclose any Intellectual Property rights in, and of; the NUSO Services and/or any Equipment, software, program and/or Service functionally or delivery method related to same except as expressly contemplated by this section.

**11. Customer License Grant.** The Customer hereby grants a worldwide, perpetual, royalty-free license to NUSO to use any and or all data and information submitted to NUSO to perform the Services as provided for under these Terms and Conditions of Service and Use, the Quotation for Service; Service Order and additional documents as incorporated herein by reference.

**12. Quotations and Service Orders.** NUSO employs a "Quote to Order" system. Customer shall be provided with a NUSO Quotation for Service ("Quote"). The Customers' initial (first) Quotation for Service will provide Customer with all costs and charges including but not limited to; NRC's, MRC's, installation fees, and as applicable alternative Equipment costs. All Quotation(s) for Services are exclusive of taxes, fees, regulatory assessments and surcharges. Customer shall be required to provide signature as their approval of the Quotation for Service. Unless provided however the Quotation for Service needs to be revised prior to Customer signature.

**A.** The Quotation for Service sets forth all base NRC's and MRC's costs and charges for the Services including but not limited to; (a) DID numbers, toll free numbers, Vanity numbers, and number of internal office extensions, (b) features and functionality of Service, (c) metered and/or un-metered Customer plan cost(s), (d) the number of minutes of inbound usage of any toll-free number(s) provisioned for Customer, (e) International calling plans and rates; (f) Equipment costs and charges and/or, (g) any composition thereof or any other NUSO Service or Products which are not specified herein. If and when Customer purchases the "Unlimited Plan" Customer agrees that the "Unlimited Plan" has a cap of 2,500 inbound and outbound minutes per SIP trunk within the contiguous 48 States and/or 1,000 minutes per hosted user line of the Service. If and when Customer consumes more than 2,500 minutes in any given month NUSO has the right to charge additional usage above the 2,500 allotted "Unlimited" minutes on a per minute basis of \$0.01 per minute inbound and/or incoming minutes to the Customer's phone service and \$0.015 per minute outbound and/or outgoing calls using the Customer's Service.

**B.** Upon Customer signature of finalized initial Quotation for Service, and as accepted by NUSO, along with a Customer signed NUSO Business Customer Terms & Conditions Of Service and Use without limitation; additional documents as incorporated herein by reference as executed and or reviewed by Customer; the Quotation for Service shall become a fully valid Service Order, and NUSO will provision Equipment and Services in accordance with the now effective Service Order Form.

**13. Additional Purchases of Services.** Customer may wish to purchase additional Services and has the right to do so at anytime. if and when Customer determines they would like to purchase additional Services they shall inform NUSO of their interest to do so. And NUSO will provide a valid Quotation for Service which when signed by the Customer shall become a bona-fide Service Order which is legally binding upon Customer and upon terms set forth in Article 5; Customer shall commence to be invoiced for Services on the Service Delivery Date even if the Customer does not use the





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Services.

**14. EQUIPMENT. NUSO Equipment.** NUSO will provide Customer with the Equipment designated as defined on the initial NUSO Quotation for Service along with any subsequent Quotation for Service where additional Equipment may be required. The Equipment shall, at all times, remain the property of the NUSO and upon cancellation, termination or expiration, as prescribed herein, of these Terms & Conditions Of Service and Use, shall immediately be returned to the NUSO in the same condition as existed prior to Customer use, less reasonable wear and tear as excepted by NUSO. Unless provided however the Customer has purchased the Equipment outright from NUSO, in such case Customer shall retain ownership of the Equipment. As prescribed herein if either NUSO cancels or terminates Use of Service, or; the Customer cancels or terminates Service prior to the end of the use term as defined in these Terms and Conditions of Service and Use, or any subsequent renewal; Customer shall be duly bound to pay NUSO for the remaining balance of and for any Equipment lease, rental or financing fees plus interest for the total amount of the value of the Equipment in the event Customer does not return the Equipment to NUSO. Additional Terms and Conditions related to Equipment and Equipment rental and use can be found at <https://nuso.cloud/policies> and are heretofore incorporated into these Business Customer Terms & Conditions of Service and Use.

**15. Customer Equipment.** NUSO shall not be responsible or liable in any manner for any Equipment provided by Customer and Customer shall be the sole and responsible Party to support and maintain its own Equipment.

**16. Customer Account Administrators (Equipment, Service, Additional Users).** The individuals designated by Customer as Account Administrator(s) with or without notification to NUSO that will have rights to provision, set, re-set or modify the delivery of NUSO Service without limitation to; settings, features, functionality, payment, are the sole responsibility of Customer. As such Customer and its employees, third parties, agents and independent contractors are the sole and responsible party for all actions, acts and omissions of related to Customers' Services, the Customers' Account Administrators, including without limitation; changes to the Customer account, purchases such individuals may make under Customer account, additional usage which may increase the Customers' monthly invoice.

**17. Customer Account Security.** Customer agrees that they are the sole and responsible party for all password, secure account information and all related identifications and confidential information that pertains to Customers' account. Additionally Customer agrees to ensure that all such confidential and secure information is safeguarded; even when Customer provides to designated Authorized Users and Customer shall: (i) immediately change password and secure information in the event that Customer or such Authorized Users believe or come to learn that any account security compromise or breach has taken place; (ii) not store or transmit secure information related to Customer account in any unsecure manner; and (iii) always make a best efforts basis to protect the Services and Equipment from unauthorized access, use or theft.

**18. Fraud.** Customer is responsible for all charges which may be attributable to Customer Account with respect to the Services related to fraudulent use of Service, even if incurred as the result of fraudulent or unauthorized use of the Services. Customer agrees to notify NUSO immediately if it becomes aware of any fraudulent or unauthorized use

of any Service. NUSO may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. NUSO reserves the right to restrict, suspend, halt, modify and/or discontinue providing any and/or all Service(s) to Customer in the event of suspected or actual fraudulent or unauthorized use by Customer. NUSO shall not be liable to Customer in any manner for any damages whatsoever resulting from fraudulent or unauthorized use of any Service in the event NUSO exercises the right to restrict Customer use of Service.

**19. Connectivity.** Customer is responsible for ensuring that any Customer premises, Equipment is connected to the Service, regardless of whether such Equipment is provided by Customer or NUSO and the Equipment is fully protected. Therefore the Equipment is protected from any potential and/or actual fraudulent or unauthorized access and use.

**20. Risk of Loss.** Customer shall bear all risk of loss, theft, fire, windstorm, lightning, or other hazard to the Equipment. Customer is responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves Customer from the payment obligations related to these Terms and Conditions of Service & Use. Customer agrees to promptly notify NUSO in writing of any damage, loss or destruction of Equipment. And any risk of loss does not relieve the Customer of its payment obligations to NUSO for the present value of the Equipment. At its sole discretion NUSO may elect to maintain, repair or replace such Equipment in its sole discretion and cost. Unless provided however that any such maintenance, repair or replacement is necessitated by the abuse, misuse or neglect of the Customer wherein Customer shall bear the entire cost of such maintenance, repair or replacement.

**21. Compatibility.** NUSO Service and Equipment may not be compatible with Customer Equipment and/or Internet Connections. Customer affirms and agrees that unless as provided for in writing NUSO is not required to maintain or repair Customer Equipment, or modify the NUSO Service and delivery of Service to make Services compatible with Customer Equipment.

**22. Limitations of Service and Equipment.** Customer may not be able to utilize the Service or Equipment, if: (i) Customer Equipment fails, (ii) the power required to operate Customers' routers, modems, or any other Equipment; if and as applicable fails, (iii) Customers' computer systems and network infrastructure experiences hardware or software problems and/or viruses, (iv) in situations where NUSO is not the internet service provider, Customers' internet Service Provider fails to provide adequate services for any reason, (v) Customers' hardware or software is improperly installed; or, (vi) Customer is blocked or otherwise unable to access NUSO network infrastructure. By using NUSO Service and Equipment, Customer agrees that the Service, Equipment or both may be limited in certain instances and may not be available 100% of the time. NUSO will not be liable for errors in transmission or for failure to establish connections. Additionally Customer acknowledges and agrees that the Service, Equipment or both may not be compatible with Customer firewalls or fax machines.

**23. Service Issues.** NUSO is not responsible for any Service interruption, delay, degradation, error transmission error, operational failure, or unavailability at any location when NUSO is not providing Customer with Service to the Internet. In such event NUSO is not responsible for any Service related issue experienced by Customer and Customer shall not be entitled to any Service Credits as defined in this NUSO Terms & Conditions Of Service and User any other remedy, including, without limitation;



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Customers' right to terminate and/or cancel the Service in this instance.

**A.** NUSO shall at its sole discretion agree to make commercially reasonable efforts to work with Customer to try to identify, address, and resolve any Service issue and support Customer in dealing with their Internet Service Provider. However NUSO is not able to guarantee the restoration of Service or resolve this issue on behalf of Customer and Customer will not be relieved of its payment obligations to NUSO in the event the Service issue is related to loss of connectivity with the Customer Internet Service Provider.

**24. Customer Responsibility.** Customer is responsible for all internal wiring, Customer Equipment, installation of hardware and software on Customer Equipment, and arrangement of access rights for NUSO including space for cables, and Equipment as necessary for NUSO authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Equipment provided by NUSO. Upon request by NUSO, Customer in good faith with its landlord, property manager and/or building owner and NUSO or its affiliates to secure written building access approval if and as required. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Equipment as applicable. Customer is responsible for ensuring that Customer Equipment is compatible with the Service and the NUSO network in the event NUSO does not provide Equipment to Customer. And Customer shall ensure that upon access approval Customer permits the installation upon the premises location occupied by Customer of all Equipment necessary to provide Service pursuant to this NUSO Terms & Conditions of Service and Use. Customer shall indemnify and hold NUSO and its affiliates harmless from any claims of loss or damage to the premises by any third party, which claims are related in any way to NUSO installation of Equipment and provision of service.

**25. Required Maintenance.** NUSO reserves the right at any time to perform routine maintenance or system upgrades to its network, the Services, the Equipment and/or any or all in combination, without prior notice or liability to Customer; even if such actions cause a partial or full disruption of the Service. However NUSO will use commercially reasonable efforts to perform such tasks in a manner and means as to avoid undue interference with Customers' use of the Service. Additionally NUSO in its sole discretion may change, add, modify, alter or delete functionality or features of the Service, the Equipment; or both.

**26. Financial Terms**

**A.** Customer shall be billed on a one time basis for all Non-Recurring Charges (NMRC") as appropriate and also monthly for Monthly Recurring Charges ("MRC") for all recurring Service Fees without limitation; Usage Service charges, Equipment charges, taxes, surcharges, fees and regulatory assessments.

**B. Invoices.** Monthly invoices shall be sent to Customer via email on the first (1st) day of the month for the Service provided in that then current month and the Customer invoice(s) are due within twenty (20) days from the date of invoice. All payments must be made in U.S. currency. Customer shall pay all monthly invoiced charges including taxes, fees, surcharges and assessments that also may include invoicing of a partial months Service during the Initial Term or any Renewal Term on as and on pro rata basis. Additional usage changes which may be accrued in any given month by a Customer shall be billed in arrears and shall be due as payable upon invoice(s) receipt by Customer. NUSO has the right to bill and Customer shall

pay for all non-recurring Installation, Professional Service Fees, and as applicable Equipment charges when the Service and/or Equipment is installed by NUSO and/or by a NUSO affiliated party. All professional service and technical support fees shall be paid by Customer once rendered by NUSO.

**C. Invoice Delivery.** Unless otherwise agreed to in writing all invoices shall be delivered electronically by the email address on file designated by the Customer primary contact of the Customer Account. Customer agrees that it is their obligation to at all times keep current all account information as current, accurate and correct. Customer agrees that NUSO invoices that may be sent to incorrect, obsolete, old and/or non updated email address do not relieve Customer from its payment obligation to NUSO.

**D. Payment.** NUSO accepts payment by Credit Card, ACH transfer, and or physical check. Customer shall pay all invoiced charges as invoiced; without limitation, one time fees, monthly recurring fees, taxes, regulatory surcharges and any transfer fees. NUSO requires that if and when Customer designates the means of payment by a Credit Card, unless as authorized by NUSO, Customer shall keep in place and maintain the selected credit card payment method and the associated Credit Card used for payment for at least, and; no less than six (6) months from date of Service Delivery Date. Unless provided however the Credit Card becomes invalid. Upon change notification of new Credit Card information to NUSO, Customer shall not be entitled to change this selected form of payment for an additional six (6) months.

**E. Partial Payment.** Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions at the sole determination and discretion of and by NUSO. No acceptance of any Customer partial payment(s) by NUSO shall constitute a waiver or release of any rights of NUSO to collect the full balance owed by the Customer.

**F. Credit Card Authorization Form.** Customer will be required to submit to NUSO a fully completed Credit Card Authorization Form. Upon Customer's written request to make payment to NUSO for the Services by credit card; NUSO has the right to accept or reject the Customer request of credit card payment at its sole discretion. By providing NUSO with a credit card number, Customer authorizes NUSO to charge Customer credit card for all NRC's, MRC's, fees, surcharges and taxes generated under this NUSO Terms & Conditions Of Service and Use and its Quotation for Service; Service Order regardless if taxes and surcharges were included or not on the Quotation for Service; Service Order and any additional Services being used by Customer until; (i) this Agreement is terminated or (ii) Customer provides thirty (30) days prior notice that NUSO stop charging the credit card.

**G. Credit Approval.** Initial and or ongoing delivery of Services may be subject to an initial and as required by NUSO a recurring credit approval process by NUSO in its sole discretion. Customer shall provide NUSO with credit information as requested by NUSO. As such Customer authorizes NUSO to make inquiries about, and to receive information regarding Customers' credit history from others and to enter this information in NUSO records. Customer represents and warrants that all credit information it provides to NUSO will be truthful, accurate and correct in order for NUSO to determine Customer's initial and ongoing credit worthiness.

**H. Updated Credit Card Information.** Customer agrees to provide NUSO with updated credit card or alternate payment information on a timely basis prior to the expiration or termination



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of the Customer credit card on file, or in the event that Customer's credit card limit is and/or will be insufficient to cover payment; Customer then agrees to provide personal guarantee of payment for the Services.

**I. Credit Card and NSF Fees.** In the event Customer credit card results in a charge back for NUSO, NUSO shall have the right to charge Customer a fee of \$35.00 as a credit card charge back fee, along with applicable late fees and past due balances. Additionally in the event Customer makes payment by check to NUSO for Services and a check is returned as insufficient funds and/or NSF NUSO has the right at its sole discretion to assess the Customer a NSF charge of \$35.00 along with any applicable late fees and past due balances.

**J. Reconnection Fees.** A reconnection fee of \$45.00 shall apply and Customer agrees to remit payment for any and or all back amounts owed along with the reconnection fee. Upon payment of the reconnection fee the Customer's Service will be restored.

**K. Taxes.** Federal, state, local, county, municipal, and other government or regulatory agencies may assess taxes, including, without limitation, excise, franchise, sales, value-added and/or use tax, and real property taxes, surcharges or fees ("Taxes") on Customer's purchase and use of Services, or Equipment. NUSO shall invoice the Customer accordingly, by jurisdiction for any and all applicable taxes. Tax rates may change from time to time, with or without notice to Customer and Customer is responsible for the payment of all applicable Taxes in force and effect on Customers monthly invoice of taxes which may be enacted and/or new in the future. Taxes are in addition to the charges paid for the Service and Equipment. If and when Customer may be exempt from any or all Taxes; Customer must provide NUSO with an original, valid exemption certificate that demonstrates Customers' tax exempt status. Any Customer tax exemption(s) shall only be applicable from, and after the date that NUSO receives and accepts Customer exemption certificate. The imposition of; or, increase in any taxes shall not constitute a Service rate increase and therefore shall not give Customer a right to terminate this Agreement or any Service Order.

**L. Fees.** In addition to any taxes imposed by governments or regulatory agencies, NUSO reserves the right, at any time to charge or increase various fees ("Fees"), including, without limitation, E911 service fees, Service activation fees, Universal Service, Regulatory Recovery and/or Cost Recovery Fees which may be considered as fees which recover costs associated with complying with Federal, State Public Service or Public Utility Commission programs. These fees are subject to change at any time, without notice to Customer. The imposition of; or, increase in any fees shall not constitute a Service rate increase and therefore shall not give Customer a right to terminate this Agreement or any Service Order.

**M. Professional Service & Technical Support Fees.** Service calls shall be invoiced and are payable upon receipt of invoice. Service calls are assessed at \$150.00 per hour and commence from the time the technician is dispatched until the time the issue has been resolved. If the issue related to the service call is the fault of NUSO Customer will not be charged, if the issue related to the service call is the fault of the Customer the Customer will be charged. In the case the issue which caused the service call is not determined as to which party caused the event until the issue has been identified and remedied the party once identified will be the responsible party to incur the cost of the service call.

**N. Service Credits.** The Customer's sole and exclusive remedy to any form of requested refund shall be in the form of Service Credits. If NUSO determines that the Customer is entitled to receive Service Credit(s), the Service Credit shall apply to and

appear on the following months invoice, and the Service Credit shall be deducted from the monthly invoice balance.

**O. Security & Deposits.** Customer affirms, acknowledges and agrees that NUSO, at its sole discretion have the right to reject and or at any point may deny some, any and or all of Services based upon Customer's unsatisfactory credit history. Further, at any time the Customer is deemed to have an unsatisfactory credit history NUSO may require Customer to make a deposit for Services in an amount solely determined by NUSO.

(i). The deposit shall be held by NUSO as security for payment of Customers' ongoing charges and applied in the manner and means defined by NUSO to the Customer monthly invoices. If the provision of Service to Customer is terminated, or if at its sole discretion NUSO determines a deposit is no longer required, then the amount of the deposit may be credited to Customer's account or refunded to Customer in the event the Customer has no other monetary obligations to NUSO.

(ii). In the event the NUSO is required to engage the Services of an attorney because of a breach by the Customer of any of the Terms and Conditions as stated herein these Terms and Conditions of Service & Use, without limitation past due balances designated as Customer account in Collections; Customer agrees to pay all of the NUSO reasonable attorneys fees and court costs. Upon breach of this Contract, all of Customer's rights and privileges to use the Services shall immediately be terminated. Upon any such termination for breach of the provisions of these Terms and Conditions of Service & Use, or the breach the NUSO Acceptable Use Policy ("AUP") all Customer deposits shall be forfeited as liquidated damages to NUSO.

**(p) Billing Errors.** NUSO obligation with respect to any errors resulting in Customer overpayment for Service and/or Equipment is limited to granting invoice credits equivalent to the dollar amount(s) of the overpayment. Under no circumstances will any billing error affect Customer's obligation to pay for Services and/or Equipment provided by NUSO.

**P. Unbilled Usage.** At any time and for a period of no more than one hundred twenty (120) days from the date of any given Customer invoice, NUSO at its sole discretion has the right to charge and Customer agrees to remit payment for any and/or all charges attributed to Customer account, Customer phone numbers which may have been unbilled but used by Customer. This includes but is not limited to actual usage, switched access charges, third party telecommunications providers or underlying carrier charges.

**Q. Third Party Charges.** Customer may incur charges from third party services that are separate and apart from the amounts charged by NUSO. These may include, without limitation; Over the Top (OTT) charges, switched access fees from underlying carriers, soft phone fees, additional calling devices which the Customer may elect to use in connection with the Services offered by NUSO; and/or calls resulting from Customer purchasing or subscribing to other offerings with other service providers via their Internet Connection. Customer agrees that all such charges, including all applicable taxes, are Customers' sole liability and responsibility.

**27. Billing Disputes.** If and when Customer believes it has been charged in error for Service and/or if Customer believes it is due a credit or refund for Service related issues; the Customer must notify NUSO by formal written notice within seven (7) days of the invoice





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date. Billing disputes must be in writing along with a detailed statement which describes; (a) the nature of the dispute, (b) the amount of the disputed charge(s); and, (c) the reason(s) why Customer is requesting a credit or refund is being requested. All dispute notifications must be sent via email to serviceorders@nuso.cloud. Customer shall fully cooperate with NUSO to address and attempt to resolve the disputed charge(s). If Customer fails to provide written notice of dispute within the specified timeframe as stated herein, all applicable charges and the invoice will be considered correct and is binding as owed on the Customer. In the event Customer provides all dispute information as specified herein for the respective invoice, Customer shall pay the undisputed portion of any disputed invoice by the payment due date in accordance with the payment terms set forth in these Terms and Conditions of Service & Use.

**A. Dispute Resolution.** The parties shall attempt to resolve any disputes through good faith business negotiations or facilitative mediation in St. Louis County, State of Missouri before. All disputes or claims arising out of or relating to this Policy shall be settled by arbitration, to be conducted by a single arbitrator in St. Louis County, State of Missouri before, by and in accordance with the then effective commercial rules of the American Arbitration Association ("AAA"); provided that the arbitrator shall not have authority to issue injunctions. The costs of the arbitration and the reasonable attorneys' fees of the prevailing party shall be included in any award rendered by the arbitrator. The proceedings shall be conducted only in the English language. Judgment upon the award may be entered in any court having jurisdiction thereof. Other legal proceedings, if any, shall be initiated and maintained in St. Louis County, State of Missouri before, or in the U.S. District Court of Missouri, under the appropriate Division. The parties expressly submit to the exclusive personal jurisdiction and venue of these courts and waive any objection on the grounds of personal jurisdiction, venue, or *forum non conveniens*.

(i) Arbitration is Final and Binding. Customer agrees that all disputes arising out of or related to this NUSO Terms & Conditions Of Service and Use (regardless as to whether the dispute is based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory will be submitted to a member of the American Arbitration Association ("AAA"), in Missouri for final and binding arbitration. For consumers, the arbitration will be conducted under the Supplementary Procedures for Consumer-Related Disputes; handled under AAA's Commercial Mediation Procedures ("AAA Rules"), with the rules that are in effect on the date of commencement of the arbitration, as such those rules may be modified by these Terms and Conditions of Service & Use and other NUSO documentation as incorporated by reference to these Terms and Conditions of Service & Use.

(ii) Individual Basis; No Class Action. Customer agrees each dispute will be arbitrated on an individual basis and will not be consolidated. No dispute or claim may be brought as a class action or as a private attorney general. And we collectively; as the parties mutually agree to waive any right to assert any dispute as a class, assignable, collective or representative action in a more than sole and only one party group and affirm, acknowledge and agree not to participate in any dispute asserted as such. Customer agrees not to proceed on any claim in arbitration as a class claim or class action or any other like or similar proceeding. Customer agrees, and we collectively agree that neither of us will seek to consolidate any arbitration claims that involve any other party or claimants, and we each agree that we will not be part of or be represented in any form of class

action or any other form of action which may be brought by anyone else. Customer also agrees individually as does NUSO that neither party will seek any remedy or award in any arbitration proceeding against of or on behalf of anyone that is not a named party to the arbitration. No arbitrator shall have the right or authority to oversee or include a claim by either you or us on behalf of a person who is not a named party and the arbitrator shall not have any authority to make any award for the benefit of or against any person who is not a named party.

(iii). Class Action Procedures. In the event any of these terms relative to class or procedures are deemed legally unenforceable then this agreement to arbitrate will be made inapplicable to that specific claim. In the case of an inapplicable claim than that claim will be instead be remedied through litigation proceedings in the governing jurisdiction of Wayne County, Michigan, or in the U.S. District Court of the Eastern District of Michigan, Southern Division rather than by arbitration proceedings.

**28. Term.** This Agreement as the referenced NUSO Terms & Conditions of Service and Use shall become effective on the date that the Customer's signed Service Order is accepted by NUSO. Unless otherwise agreed to in writing by NUSO, all service shall be provided for a minimum service term, as indicated on pages of the signed Service Order Form. Such term shall commence on the date upon which the service is made available for use by Customer even if Customer does not use the Service, and shall continue until the expiration of the term or until this Agreement is otherwise terminated as set forth herein, whichever comes first. Termination or Cancellation by Customer prior to the end of the NUSO Terms & Conditions of Service and Use term shall result in an early termination fee.

**29. Customer Cancellation.** Termination by Customer requires thirty (30) days advance written notification to NUSO along with the Customer requested date of cancellation and shall be valid when accepted by NUSO. Customer termination will not relieve the Customer of any due, payable and owed charges to NUSO or any charges which may be owed as a termination fee for the remainder of the Service term for the actual Services, Equipment or both ordered by the Customer.

**30. Early Termination Fee.** The Early termination fee is calculated by applying the remaining months of the initial term multiplied by the monthly recurring charges and then dividing the total dollar amount by two (2) as applicable remaining value on contract, in addition to all other outstanding balances due and any additional assessments for damage to or replacement costs for NUSO owned Equipment. This fee shall apply either if Customer terminates or cancels Service and or if NUSO is required to cancel and or terminate Customer Service for reasons including but not limited to; (a). Customer non-payment, NUSO cancels the Customers' Service and Customer does not restore Service, (b). if Customer violates any term or condition of the Customer Agreement and its respective associated policy documents and/or; (c). for any reason which NUSO deems as a required necessity.

**31. Customer Default, Disconnection, Suspension of Services or Termination of NUSO Terms & Conditions of Service and Use by NUSO.** NUSO at its sole discretion may suspend, restrict, cancel or terminate its relationship with Customer, or may take any of the aforementioned actions related to Customers' use of the Services in general, at anytime and immediately if, including but not limited to; (a) does not make full payment of all invoiced charges by the due date and fails to meet its payment obligations.





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Any amounts which are not paid NUSO within twenty (20) days of the date of the applicable invoice will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, (b) Customer violates any clause, term, condition or article as stated in this NUSO Terms & Conditions Of Service and Use and/or violates the NUSO Acceptable Use Policy, (c) due to a change in any applicable law, or change in and/or by any of NUSO underlying carriers and other Service providers and or partners, (d) Customer resells the Services, (e) Customers use violates any trade and economic sanctions, regulatory or governing policy imposed by a U.S. State or U.S. governing agency and/or Internationally, (f) if NUSO decides to cease offering the Services to Customer in the Customers' jurisdiction, (g) if NUSO is ordered by any law enforcement or other government agencies to suspend or terminate Service to Customers' Account, (h) except to the extent prohibited by applicable Law, Customer files a petition for bankruptcy or if a petition for bankruptcy is filed against Customer and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over any of Your relevant property, (i) Customer brings any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against NUSO, its affiliated third parties and/or participates in any class action lawsuit against NUSO, (j) NUSO determines that the action of required to improve, maintain, preserve, or improve the delivery of Services to prevent misuse, fraud or misappropriation, or to preserve the integrity of NUSO in general, its agents, affiliates, related third parties or its Customers; and, (k) NUSO shall not be liable to Customer in any manner or any third party for any reason when taking actions to halt, cease, modify, suspend, restrict and/or terminate Customers' Service, (l) if Customer is found to have breached the Confidentially Clause as started herein these Terms and Conditions of Service & Use; or; (m) any combination of the foregoing thereof. Further at time of termination by NUSO, Customer shall not be entitled to any refund, or disputed amount if applicable at the time of such action.

**A.** NUSO shall affect such suspension, restriction and/or termination by preventing access to Customer Account, the Accounts which Customer may have purchased using a valid credit card, and Customer will not be able to access any of NUSO Services upon termination of Customers' relationship with NUSO or if the Customer effectuates cancellation of this NUSO Terms & Conditions Of Service and Use not defined in the prescribed manner. Further, all rights to use NUSO Equipment and the Services shall immediately terminate; and Customer agrees to immediately cease any and all use of the NUSO Services.

**B.** NUSO reserves the right to declare Customer in default in any instance specified above; causing the remainder of payments under these NUSO Terms & Conditions Of Service and Use as a valid termination fee and NUSO may also charge Customer additional fees; without limitation; outstanding balances, disconnection fees which will be immediately due and payable. In the event any and/or al of the aforementioned are not immediately paid to NUSO, NUSO has the right and will seek other remedies available by law. If the Customer defaults, the Customer is to pay the NUSO reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this NUSO Terms & Conditions of Service and Use. Any act of Customer default accelerates payments to be due immediately.

**32. GENERAL**

**A. LIMITED WARRANTY.** WITH RESPECT TO THE NUSO

PROVIDED EQUIPMENT ONLY DESCRIBED HEREIN THESE NUSO TERMS & CONDITIONS OF SERVICE AND USE, THAT NUSO PROVIDES TO CUSTOMER; NUSO WARRANTS THAT AT ITS SOLE DISCRETION IT WILL EITHER REPAIR OR REPLACE ANY DEFECTIVE EQUIPMENT BUT ONLY DURING THE TERM OF THIS AGREEMENT AT ITS SOLE DISCRETION, ITS SOLE COST AND EXPENSE, PROVIDED THAT NOTICE OF SUCH DEFECT IS GIVEN TO THE NUSO NO LATER THAN 24 HOURS AFTER THE OCCURRENCE AND PROVIDED FURTHER THAT SUCH DEFECT DOES NOT ARISE FROM THE ABUSE, MISUSE OR NEGLIGENCE OF THE CUSTOMER OR FROM DAMAGE OR LOSS OCCURRING BECAUSE OF THEFT, FIRE, WIND, LIGHTNING, IMPROPER GROUNDING, OR OTHER HAZARD.

**B. DISCLAIMER OF WARRANTIES:** NO WARRANTY IS MADE BY NUSO REGARDING INFORMATION, SERVICE OR PRODUCT PROVIDED THROUGH, IN CONNECTION WITH, NUSO SERVICES AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". CUSTOMER AND ANY CUSTOMER USERS USE OF THE EQUIPMENT AND THE SERVICE IS AT CUSTOMERS OWN RISK. WITHOUT LIMITING THE FOREGOING, NUSO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OTHER THAN THOSE SPECIFICALLY SET FORTH ABOVE, INCLUDING WITHOUT LIMITATION: (I) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES; (II) ANY WARRANTY OF MERCHANTABILITY AND USE; AND (III) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (IV) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION AND NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED. NUSO, LLC. MAKES NO WARRANTY THAT THE SERVICE OR EQUIPMENT WILL OPERATE UNINTERRUPTED OR ERROR FREE. NUSO DOES NOT WARRANT THAT ANY SERVICE WILL BE AVAILABLE ON A SPECIFIED DATE OR TIME OR THAT THE NUSO NETWORK WILL HAVE THE CAPACITY TO MEET THE DEMAND OF CUSTOMER OR ANY USERS DURING SPECIFIC HOURS.

**C. LIMITATION OF LIABILITY**

NUSO, ITS EMPLOYEES, AUTHORIZED AGENTS, APPROVED AFFILIATES, CONTENT PROVIDERS AND THEIR RESPECTIVE SHAREHOLDERS AND AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF ANY MISTAKE, INTERRUPTION, OMISSION, DELAY, ERROR, OR DEFECT WHICH OCCURS IN THE COURSE OF INSTALLING, PROVIDING, MAINTAINING, OR MODIFYING SERVICE, EQUIPMENT OR BOTH BY NUSO, AND GENERAL DAMAGES SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO NO MORE THAN ONE MONTH DOLLAR VALUE OF MONTHLY RECURRING SERVICE FEES ONLY TO THE CUSTOMER FOR THE TIME PERIOD DURING WHICH THE FAULT(S) OCCURRED ONLY IF IN THE EVENT CUSTOMER EXPERIENCES A LOSS OF SERVICE DUE TO NUSO WILLFUL FAULT, NEGLIGENCE, ACT, ERROR, OR OMISSION, OR NUSO WILL PROVIDE CUSTOMER WITH A CREDIT ON A PRO-RATA BASIS FOR THE PERIOD OF TIME THAT THE SERVICE WAS UNAVAILABLE TO CUSTOMER. IN ORDER TO RECEIVE A CREDIT, CUSTOMER MUST PROVIDE NUSO WRITTEN NOTIFICATION AS DEFINED IN THE SERVICE OUTAGE CREDIT POLICY OF THIS NUSO TERMS & CONDITIONS OF SERVICE AND USE AND OF WHICH SERVICE CREDIT WILL BE APPLIED TO A FUTURE CUSTOMER INVOICE.

(I) NUSO IS NOT AND WILL NOT BE LIABLE FOR ANY INTERNATIONAL ACT OR OMISSION, CUSTOMER NEGLIGENCE OR (1) ACTS OF ANY THIRD PARTY



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COMPANY OR INDEPENDENT CONTRACTOR THAT OFFERS PRODUCTS AND SERVICES THROUGH THE SERVICE OR IN CONJUNCTION WITH THE SERVICE, (2) ANY ACT OR OMISSION OF ANY OTHER TELECOMMUNICATIONS PROVIDER OR SERVICE PROVIDER OTHER THAN THAT OF NUSO, (3) INCORRECT OR INCOMPLETE DIRECTORY LISTINGS, (4) INCOMPLETE OR FAILED VOICE, TEXT OR EMAIL MESSAGES OR DROPPED CALLS, (5) ANY SOFTWARE OR PROGRAM THAT IS DOWNLOADED TO CUSTOMER EQUIPMENT, OR WHEN CUSTOMER DOWNLOADS SOFTWARE TO EQUIPMENT OR WHEN CUSTOMER INSTALLS ANY PRODUCTS TO EQUIPMENT (6) ANY USE OF THE SERVICE & EQUIPMENT REGARDLESS OF WHETHER IT IS AUTHORIZED USE OR NOT, (7) ANY FORM OF REPAIR OR INSTALLATION OF OUR EQUIPMENT, DEVICES OR PRODUCTS BY ANY THIRD PARTY WHO ARE NOT OUR ASSOCIATED THIRD PARTIES OR AGENTS WITHOUT THE PROPER SERVICE ORDER OR A FORMAL REQUEST MADE BY YOU TO US TO MAKE ANY REPAIR, (8) CUSTOMER OR ANY THIRD PARTY MAY HAVE CHANGED, ALTERED, TAMPERED OR MODIFIED WITH THE SERVICES OR EQUIPMENT, (9) ANY HEALTH CLAIM WHICH ARE ALLEGED TO ARISE FROM THE USE OF THE EQUIPMENT OR OUR SERVICES OR OUR PRODUCTS INCLUDING BUT NOT LIMITED TO SLIP AND FALLS, CAR ACCIDENTS OR ANY OTHER TYPE OF ACCIDENTS WHILE USING OUR PRODUCTS AND SERVICES, (10) ANY DISRUPTION, FAILURE OR INTERRUPTION OF EMERGENCY SERVICES SUCH AS 911 OR E911 OR THE ACCURACY AND IDENTIFICATION OF PHONE NUMBER, ADDRESS OR PROPER NAME ASSIGNED OR ASSOCIATED WITH ANY PERSON OR INDIVIDUAL ATTEMPTING TO ACCESS OR ACCESSING EMERGENCY SERVICES FROM YOUR DEVICE AND (11) LIABILITY FOR ANY INJURY OR DEATH ARISING OUT OF THE FAILURE TO REACH 911 OR EMERGENCY SERVICES PROFESSIONALS OR; MISDIRECTED OR IMPROPERLY ROUTED OR MISROUTED 911 CALL, REGARDLESS IF THE CALL WAS ROUTED BY A PUBLIC SAFETY ANSWERING POINT (PSAP) OR AN OFFICIAL EMERGENCY DISPATCHER OR OPERATOR, IS NOT THE FAULT OR LIABILITY OF NUSO, ITS NETWORK PROVIDERS, PARTNERS, AND ITS OPERATING COMPANIES OR AFFILIATES AND (12) CUSTOMER AFFIRMS, ACKNOWLEDGES AND AGREES THAT CUSTOMER WILL HOLD NUSO, ITS NETWORK PROVIDERS, PARTNERS, AND ITS OPERATING COMPANIES OR AFFILIATES HARMLESS FROM ANY AND OR ALL DAMAGES OR LIABILITIES, AND THESE LIMITATIONS APPLY TO ALL ALLEGED OR ACTUAL CLAIMS REGARDLESS OF IF THEY ARE BASED ON BREACH OF CONTRACT, PRODUCT LIABILITY, TORT, BREACH OF WARRANTY AND OR ANY OTHER TYPE OF LIABILITY. INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, HACKING OF ANY KIND TO NETWORKS, SYSTEMS, IPPBX, PBX, PHONE SYSTEMS, ANY OTHER CUSTOMER SYSTEM OR INTERRUPTION, ELECTRICAL SURGE/DAMAGE/INTERFERENCE, IMPROPER GROUNDING, DELETION OF DATA, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, COMMUNICATIONS LINE FAILURE AND OR CONNECTION FAILURE.

**D. Indemnification.** Customer shall, at its sole expense, indemnify, defend and hold harmless NUSO, its officers, directors, employees,

agents, contractors, third party affiliates and agents, from and against any and all Claims arising from, relating to or as a result of; (i) any act, error, omission, fault, negligence, or misconduct of Customer or any User of the Service or Equipment; (ii) any breach by Customer of any term or condition of any Service being used, or this Agreement; (iii) any claim by any employee or invited party of Customer other than a claim based on the gross negligence or willful misconduct of NUSO, (iv) any claim by any Customer or any other third party relating to, arising from or as a result of Customers' use of the Service and Equipment; or (v) violation of any law or regulation by Customer, Customer employee, contractor, or agent or related either directly or indirectly third party on behalf of Customer.

**E. Action.** No action against either party arising out of this NUSO Terms & Conditions of Service and Use may be brought by the other party more than one hundred and eighty days (180) after the cause of action has first arisen.

**F. No Assignment.** This Agreement may not be assigned by NUSO in whole or in part, without the prior written consent NUSO and any assignment in violation of this section shall be void. Any attempted assignment or actual assignment without NUSO ' consent shall be void and shall legally permit NUSO to immediately terminate this Agreement without notice to Customer whereby all fees, charges and applicable termination fees will be due immediately to NUSO. NUSO may assign this NUSO Terms & Conditions of Service and Use and the full Customer Account at anytime to any entity without notification to Customer.

**G. Release.** Customer agrees to release, discharge, and hold harmless NUSO from and against any and all liability relating to or arising from their acts or omissions related to any Account Ownership Dispute or in seeking to comply with any Law or any Legal Process.

**H. Independent Agency:** Neither Party has the right of authority to act on behalf of the other except as expressly provided herein this Agreement. Merchant shall conduct its business as its own initiative, responsibility and expense. The relationship created by this Agreement shall be that of independent contractor and nothing shall imply and there shall be no relationship of partner, partnership, equity partner, employee or employer.

**I. No Waiver.** A waiver of any term or condition of this Agreement by NUSO must be in writing and signed by an officer of NUSO. No single waiver of a term or condition shall be deemed a continuing waiver of the term or condition. Any failure to insist upon strict compliance with any of the terms or conditions of this NUSO Terms & Conditions Of Service and Use shall not be deemed a waiver of the terms or condition and or any other term or condition in NUSO program and policy documents without limitation; the Acceptable Use Policy, and the NUSO E911 disclaimer.

**J. Confidentiality.** During the term of this Agreement each Party may be exposed to or receive information from the other which is proprietary and/or confidential to the other party (a "Disclosing Party"). Any and all such information in any context and or form obtained by the Receiving Party, its employees, contractors, agents or related third parties; for during and in the provision and/or use of the Services, Equipment, or the satisfaction of such party's obligations under these Terms and Conditions of Service & Use, without limitation; including the financial terms of these Terms and Conditions of Service & Use, any Quotation for Service; Service Order, product, drawing,





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network, design map, business information, financial information, trade secrets, know-how and information regarding processes, shall be deemed to be the confidential and proprietary information ("Confidential Information") of the Disclosing Party. The Receiving Party shall: (i) hold all of Disclosing Party's Confidential Information in strict confidence; (ii) disclose Disclosing Party's Confidential Information only to employees and/or contractors who have a need to know such Confidential Information and who are obligated to hold such Confidential Information in strict confidence; and (iii) not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose such Confidential Information to third parties, or to use such Upon termination of this NUSO Terms & Conditions Of Service and Use all Confidential Information shall be returned to the Disclosing Party or shall be immediately destroyed by the Receiving Party and Receiving Part shall provide proof of destruction to the Disclosing Party.

**K. Equitable Relief.** Customer agrees that any breach of NUSO Intellectual Property rights and or violation of NUSO Acceptable Use Policy will cause NUSO irreparable damage and harm for which monetary damages will be inadequate. Therefore NUSO may, in addition to other available remedies at in equity or at law, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement.

**L. Force Majeure.** NUSO will not be liable for any failure or delay in performance of its obligations under this NUSO Terms & Conditions Of Service and Use to the extent the failure or delay: (a) is caused, without fault of NUSO, by fire, flood, earthquake, elements of nature or acts of God; acts of war, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other similar cause beyond the reasonable control of NUSO; and (b) could not have been prevented by reasonable precautions and cannot reasonably be circumvented by NUSO through the use of alternative sources, work-around plans or other means. NUSO shall be excused from its non-performance of affected obligations only for so long as the circumstances prevail and NUSO continues to attempt to recommence performance whenever and to whatever extent possible without delay.

**M. Entire Agreement & Severability:** The NUSO Terms and Conditions of Service & Use and additional NUSO SYTEMS documents executed by the Customer and all NUSO program and policy governing documents both signed and/or reviewed by the Customer constitute the entire contract of the Parties hereto and supersede any prior agreement between the Parties. Should a provision of this Agreement be determined by an arbitrator or any court of competent jurisdiction to be illegal, invalid or unenforceable, or should this Agreement contain an omission, then the legal effect of the rest of the Agreement shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the Parties intended; the same applies in the case of an omission.

**N. Notices.** All notices sent to NUSO by Customer; including but not limited to dispute notification(s) required or permitted to be given hereunder shall be sent via hard copy and be delivered to NUSO by FedEx or UPS with signed receipt required or U.S. Postal Service Certified Mail as Return Receipt Requested to: NUSO at 2465 Centerline Industrial Dr, Maryland Heights, MO 63043. NUSO shall send any notices to the Customer email address which it has then on file for the Customer. In the event of NUSO termination of Customer Terms and Conditions of Service & Use; NUSO shall send Customer notice via hard copy to be

delivered by FedEx or UPS as signed receipt required and/or U.S. Postal Service Certified Mail, (Return Receipt Requested).

**O. Action to Collect Charges.** Notwithstanding Article 26, the parties hereby agree that any disputes, controversies, claims or collection efforts regarding Customer's failure to pay any charges or fees invoiced to Customer arising from or relating to this Agreement including any Quotation of Service; Service Order, may be brought in the state or federal courts in St. Louis County, State of Missouri. The parties hereby consent and submit to the exclusive jurisdiction of such courts. Each party hereto waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above and is not otherwise subject to arbitration. The parties waive any right to jury trial in connection with any action or litigation in any way arising out of or related to Customer's failure to pay any charges or fees invoiced to Customer under this Agreement. Furthermore and notwithstanding NUSO shall be entitled to prompt reimbursement from Customer for all attorney's fees and costs in the event it institutes any action to collect any amounts owed for Service, Equipment or both under this Service Agreement. If NUSO is required to initiate such an action, it shall not be limited to arbitration as herein these Business Customer Terms & Conditions of Service and Use.

**P. Basis of Bargain; Failure of Essential Purpose.** Customer affirms and agrees that NUSO. has established all pricing models at its sole discretion and the prices entered onto the initial Quotation for Service which becomes a Service Order and/or any subsequent Service Orders is in reliance upon the limitations and exclusions of liability and the warranty disclaimers as set forth in this NUSO Terms & Conditions Of Service and Use are an essential part and basis of the bargain between the parties and as such are material terms of this Agreement. The parties agree that the limitations and exclusions of liability and disclaimers specified in this NUSO Terms & Conditions Of Service and Use and documents incorporated by reference herein shall survive and apply even if found to have failed their essential purpose. Therefore Customer hereby waives its right to contest the enforceability of any provision of this NUSO Terms & Conditions of Service and Use and its documents incorporated by reference; by reason of such failure.

**Q. No Third Party Beneficiaries.** This NUSO Terms & Conditions of Service and Use and/or another documents incorporated by reference do not extend to any third party and there are no third party beneficiaries to this Agreement or any Service Order.

**R. Facsimile Transmission/Counterparts.** The NUSO AUP, E911 Disclosure, any Quotation for Service which becomes a Service Order, and/or any other document pertaining NUSO provision of Service(s) or Equipment to Customer may be executed and delivered by email, fax, or other electronic means. Upon receipt any transmission shall be deemed delivery of an original copy. Any other document, order via a NUSO electronic portal or Services as Customer "self ordered" and/or "self provisioned" related to NUSO Services and/or Equipment and activation and use by Customer thereof shall become incorporated into this Service Agreement, its Terms and Conditions and even if not transmitted to NUSO electronically but via the Customer online portal shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument.

**S. Validity.** Should a provision of this Agreement be determined by an arbitrator or any court of competent jurisdiction to be



NUSO, LLC. BUSINESS CUSTOMER  
TERMS & CONDITIONS OF SERVICE AND USE

illegal, invalid or unenforceable, or should this Agreement contain an omission, then the legal affect of the rest of this Agreement shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the Parties intended; the same applies in the case of an omission

**T. Interpretation of Agreement.** This Agreement and any Service will be construed and interpreted fairly, in accordance with the plain meaning of its terms and use. There will be no presumption or inference against the party that has drafted this Service Agreement, its respective Terms and Conditions, the documents as incorporated herein by reference and/or any Quotation for Service; Service Order in construing or the interpretation and validity of any of the provisions contained in the aforementioned. In the event of any inconsistency between this Service Agreement, its respective Terms and Conditions and the Quotation for Service; Service Order the Terms and Conditions contained herein this NUSO Terms & Conditions of Service and Use shall take precedence and apply.

**U. Binding Effect.** This NUSO Terms & Conditions of Service and Use shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and any User who uses the Services.

**V. Choice of Law; Waiver of Jury Trial.** These NUSO Terms & Conditions Of Service and Use and all other documentation as signed by Customer shall be governed by and construed in accordance with the laws of St. Louis County, State of Missouri without giving effect to any conflict of law principles thereof which might require the application of the law of another jurisdiction. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of, in connection with, or in relation to this agreement, or the breach thereof, shall be only in the state or federal courts located in Saint Louis, Customer consents to said jurisdiction and venue in the courts of Missouri and waives any objections as to personal jurisdiction with respect thereto. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES, THE RELATIONSHIP OF THE PARTIES, AND/OR ANY CLAIM OR DAMAGE RELATED THERETO.

**W. Survival.** The following provisions of this Service Agreement, its respective Terms and Conditions and the documents incorporated herein by reference will survive termination or expiration of same for the maximum term allowable by Law: (i) Customer payment obligations; (ii) conditions relating to intellectual property ownership, customer representations, confidentiality, non-disparagement, indemnification, warranty disclaimers, limitations of liability, dispute resolution and arbitration, and choice of law; and (iii) all provisions that are intended by their nature to survive termination of this Service Agreement.

**W. 30-Day Guarantee.** If for any reason Customer is not completely satisfied with the Service simply return the Equipment within 30 days from effective date of purchase without penalty by providing immediate written notice to NUSO. Upon NUSO receipt of timely cancelation; Customer shall not owe any fees or charges for the Services being canceled in respect of any period subsequent to the date of written notice (except charges arising from continued Usage and/or installation fees), and Customer shall be entitled to a pro-rata refund of any prepaid amounts for the

Services subject to the cancelation. Additionally Customer must immediately return all NUSOS Equipment which must be in "like-new" and working condition or Customer will be charged the present market value of Equipment.

(i) All purchases are final after 30 days.

**X. Entire Agreement** These Business Customer Terms & Conditions of Service and Use along with all documents incorporated by reference herein and the then current additional NUSO Customer program documents, polices, guidelines and additional Terms & Conditions for API's, Equipment Rental and consent to receive notifications which are found at <https://nuso.cloud/policies> represent the full and complete understanding between the parties as to the subject matter hereof, and supersedes all prior written and oral negotiations, representations, guaranties, warranties, promises, orders, statements or Agreement between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party.

Customer agrees that NUSO reserves the right to modify and make material changes to the NUSO these Terms & Conditions Of Service and Use, the NUSO AUP, the NUSO E911 Disclosure, and any and/or all other additional NUSO governing documents, its Services, pricing and provisioning of the Services by notifying the Customer 30 days in advance of the effective date of the modifications. At the sole discretion of NUSO such notification of modification may be sent to Customer by email, posted on the NUSO web site <https://nuso.cloud/policies> and/or by mail to Customer.

By providing my signature below I hereby warrant that the Company agrees to be bound by these Business Customer Terms & Conditions of Service and Use, all other documents as incorporated herein by reference and all documents located at <https://nuso.cloud/policies>.



NUSO, LLC. AUTHORIZED ACCOUNT CONTACTS

**Company Information**

Company Name: City of Jonesboro Telephone Number: 870-886-7269  
Billing Address: 300 S. Church Street Billing Email: jratliff@jonesboro.org  
City: Jonesboro State: AR Zip: 72401

**Contact Information**

**PRIMARY CONTACT**

Name: Jason Ratliff Title: \_\_\_\_\_  
Email: jratliff@jonesboro.org Phone: 870-886-7269

**BILLING CONTACT**

Name: First Last Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**TECHNICAL CONTACT**

Name: First Last Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

As authorized user of the above named Nuso, LLC customer account, I appoint the following individuals designated below as authorized users to access, manage, and/or administer the above named account.

By this appointment and until such time I revoke it in writing and provide proper notification to Nuso, LLC. I assume all responsibility for the individuals named above and their access, usage, and changes they may make to the above named Nuso, LLC customer account.

Specifically each individual I designate above will have full permissions to change, alter, and/or modify any component(s) of this account along with adding new services. Therefore I hold harmless, release and indemnify Nuso, LLC from any potential and/or actual liability which may be incurred on this account either by authorized use by the above named individuals and/or any unauthorized use.



## NUSO PAYMENT AUTHORIZATION FORM

Please provide a payment method below: Select...

Checking Account

Credit Card

|                 |       |
|-----------------|-------|
| Name of Bank    | _____ |
| Name on Account | _____ |
| Routing Number  | _____ |
| Account Number  | _____ |

|                 |       |
|-----------------|-------|
| Name on Card    | _____ |
| Card Number     | _____ |
| Expiration Date | _____ |
| Security Code   | _____ |

### 1. Payment Frequency & Amount

I authorize a one-time charge against my credit card or as ACH debit for costs and charges incurred prorated and specified in the NUSO, LLC. Quotation for Service that has been converted to a Service Order plus any additional taxes, fees, regulatory surcharges and assessments which may be incurred by my use of Service.

I authorize a recurring charge against my credit card or as ACH debit for the costs and charges incurred monthly in accordance with the costs on the NUSO, LLC signed and duly executed Quotation for Service; Service Order plus any and all applicable taxes, fees, regulatory assessments and surcharges.

Additionally, I affirm and understand that the monthly amount of charges to the above referenced card or as ACH debit may vary based on the additional monthly usage charges which may be incurred as specified in NUSO Terms and Conditions of Service and Use for this Account. Therefore I allow NUSO, LLC to bill monthly or as used any and all applicable additional usage charges in arrears along with any respective taxes regulatory fees and assessments that are applied to additional usage per month.

I hereby agree to as Customer; that I, along with Customers' End Users, employees, agents, independent contractors and related third parties shall abide by and at all times use and/or communicate use of the Service in accordance with the NUSO Terms & Conditions of Service and Use, the NUSO acceptable Use Policy and also the NUSO E911 Disclaimer which have all been Signed by Customer and provided to NUSO, LLC.

### 2. Customer Approval

I authorize NUSO, LLC. to charge the above credit card or as ACH debit in the manner prescribed above and in accordance with the NUSO Terms & Conditions of Service and Use.

I agree that I shall immediately notify NUSO, LLC. in the event my credit card or banking information changes and I will immediately provide NUSO, LLC with a new Payment Authorization Form. If I do not provide such information, I understand I may experience a disruption, suspension, and/or termination of Service.

In the event NUSO, LLC is not able to charge the above credit card or perform an ACH debit due to suspension and/or termination of the information I have provided I agree to be liable to NUSO, LLC for all costs, fees, and charges assessed by NUSO, LLC in accordance with the Terms & Conditions of Service and Use.





**9-1-1/E9-1-1.** Customer understands that all of NUSO, LLC. (NUSO) calling Services are internet based, or services that are more commonly referred to Voice over Internet Protocol ("VoIP"). And that the emergency services calling capabilities associated with the Service provided by NUSO are different from those offered by a traditional provider of local telephone service. Therefore, NUSO VoIP telephony Services are not meant to be relied upon in case of an emergency. While NUSO attempts to provide access and to facilitate the Customers' connection with emergency services, NUSO VoIP service is not and should not be intended to be used to support or carry emergency calls to hospitals, law enforcement agencies, medical care units or any other kind of like and/or similar emergency service providers.

**A NUSO Customer should maintain an alternative means of calling emergency services.**

**Definitions.**

**"9-1-1 Services"** allows the ability to route an emergency call to a given, recognized entity that is authorized to receive emergency calls serving the Customers' registered address when the Customer contacts emergency services by dialing the digits of 9-1-1 on a telephone.

**"Enhanced 9-1-1 Service ("E9-1-1")** means the ability to route an emergency call to a given, recognized entity that is authorized to receive emergency calls, which in most cases is a Public Safety Answering Point ("PSAP"), that serves the Customer's registered and/or end user's address and, to deliver that telephone number and registered address information automatically to an emergency operator who will answer the call.

**With Enhanced 9-1-1 Service ("E9-1-1")**, when a caller from the Customer's registered location dials the digits 9-1-1 using any NUSO offered calling service that is associated with a phone number and a properly registered address, the phone number and address information is automatically presented to the local emergency center that is serving the specific location and/or area. Therefore, Emergency operators will have access to this information regardless of whether the caller at the Customer's registered address is able to verbally provide such information to the Emergency operator.

**"Basic 9-1-1 Service"** means the ability to route an emergency call to a given, recognized entity that is authorized to receive emergency calls serving the Customer's registered or end user's registered address. With basic 9-1-1 service, the emergency service operator who answers the phone will not have access to the callers (Customer's) telephone number and/or address information unless the caller provides the exact telephone number and registered address information verbally during the emergency call.

**With Basic 9-1-1 Service**, when a caller from the Customer registered location dials the phone number 9-1-1, the call is sent to the local emergency center which serves that location and geographic location. Emergency Service Operators who answer the call will not have any automatic access to the caller's (Customer's) telephone number or the registered address associated with the caller, **even if that address has been properly registered, because with Basic 9-1-1 Service, the emergency center is not able to capture, receive and/or retain the telephone number associated with the NUSO calling service or the callers registered address.** Accordingly, callers with Basic 9-1-1 Service must be prepared to provide both a call-back telephone number and also their address information. If the call is dropped or disconnected, or if the caller is unable to speak, the Emergency Operator who answers the call will not be able to call back the

caller and will therefore not be able to provide any assistance and/or support to dispatch any type or form of law enforcement, medical assistance services and/or any other like or similar assistance to help the caller at the caller's address if the caller has not been able to provide their call back number and also their address.

**All limitations specified and detailed below are applicable to all of NUSO calling services that include but are not limited to: Hosted IP-PBX and SIP Trunking and SIP Origination/Termination).** You as Customer agree to inform all users of NUSO calling services, which you purchase, of the potential complications that may arise from the delivery of emergency services when dialing 9-1-1 using a VoIP based Service. Specifically, you as the Customer acknowledge and agree to inform all employees, guests and other persons, who may use NUSO VoIP calling services at any registered location(s) you have provided to NUSO of the limitations detailed below that are associated with all of NUSO emergency calling capabilities.

**1. All of NUSO Calling Services Have 9-1-1 Capabilities that are Different Than Those Offered by a Traditional Provider of Local Telephone Services:**

Customer acknowledges and agrees that all of NUSO calling services are Internet based (VoIP) and therefore the 9-1-1 calling capabilities associated with all of NUSO calling services are different from those offered by a traditional provider of local telephone service. NUSO VoIP calling services are not meant to be relied upon in the case of an emergency. While NUSO attempts to provide access to emergency service, these VoIP calling services are not intended to be used to support or to carry emergency calls to any type of law enforcement agencies, hospitals, medical care units and/or any other like or similar type of emergency service agency.

**3. CUSTOMER AGREES TO MAINTAIN AN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES. NUSO 9-1-1 Service Will NOT Work if a Power Outage, Service Outage or any other network disruption occurs at the address which the Customer has registered.**

Outages of electricity and/or problems with computer connection, Internet connection and/or any other like or similar connection and connectivity issues, including network congestion, will disrupt any NUSO calling service and you will not be able to use it for 9-1-1 emergency calling.

**4. 9-1-1 Service Will NOT Work If Your Service Is Disconnected Or You Experience An Outage For Any Reason.**

If NUSO is required to suspend a Customer account due to billing issues, non payment or for any other reason, which creates a disconnection and/or service disruption creating a Service outage Customer will not be able to use any NUSO calling services for any calls, including for emergency 9-1-1 calls.

**5. You May Not Be Able to, Or; Will Not Be Able to Reach the Correct Emergency Services If You Have A Telephone Number That Does Not Match Your Actual Geographic Location.**

NUSO VoIP services may be capable of being used in locations that are not associated with the traditional geographic area of a telephone number. This capability can cause 9-1-1 problems. All 9-1-1 capabilities will only be available in the location that you have associated with the particular NUSO assigned direct-inward-dial ("DID") telephone number assigned to your Customer account. For Basic 9-1-1 Services or E9-1-1 to be accurately routed to the appropriate emergency center, the Customer must provide accurate DID numbers as the call-back telephone number for all 9-1-1 calls along with the accurate address information. Additionally, if the Customer is using the service in a location or geographic



region that uses a different area code than the area code in the number Customer is using with Customer NUSO VoIP service, when Customer dials 9-1-1 Customer may not and/or will not be able to reach emergency services, an emergency service center and/or emergency personnel. Even if Customer does reach any of the aforementioned, the call may not reach the proper or appropriate emergency agency, service center or personnel near your actual physical location and the emergency agency, service or personnel may not and/or will not be able to transfer the call or respond to the emergency.

**6. You May Not be Able to, Or; Will Not Be Able To Reach the Correct Emergency Service Agency, Center or Personnel If You Fail to Register A Valid Service Address** Failure to provide a correct physical address in the correct format to NUSO and/or failure to provide updated registered address information to NUSO on an immediate basis may and/or will cause all Basic 9-1-1 Service and/or E9-1-1 calls to be routed to the incorrect local emergency service provider. Furthermore, use of any NUSO calling service from a location other than the location to which such service was ordered, (the "primary registered address,") and/or failure to provide updated registered address information to NUSO on an immediate basis may and will result in Basic or Enhanced 9-1-1 calls being routed to the incorrect local emergency service provider.

**7. You May Not be Able to, Or; Will Not Be Able to Reach the Correct Emergency Services If You Move Your Phone to a Location Different From the Address You Initially Registered** You as the Customer affirm and agree that it is of critical importance that you immediately register accurate specific location information every time the equipment associated with your NUSO calling service is moved. If you move your NUSO equipment to another location without immediately notifying NUSO and ensuring the information is properly registered, if and when you dial 9-1-1, you may not be able to reach any emergency agency, service officer or personnel. Even if you do reach emergency agency, service office or personnel, if you have not provided valid location information to NUSO you may not, or will not be calling the emergency personnel closest to or near your actual location. Therefore, this emergency agency, office or personnel may not or will not be able to transfer your call or respond to your emergency.

**8. You May Not Be Able to, Or; Will Not be Able to Reach the Correct Emergency Services If You Fail to Accurately Register or Reregister Your New Location Or Call 9-1-1 For Up to 48 Hours of Updating Your Location.**

It of extreme importance that you as Customer register an accurate location and registered address when you sign a contract for your NUSO service. And it is also of extreme and critical importance that every time you move any equipment associated with your NUSO VoIP calling service you register the new location with NUSO. When you change your location, it may take up to 48 hours for your location change to be reflected in the NUSO system and records once you inform NUSO of your new address. During the 48-hour timeframe you may not be able to reach: the correct emergency services agencies; emergency service centers or; emergency personnel who provide emergency services when you dial 9-1-1.

Any obligations which may be imposed by any Federal and/or State law on operators of Private Branch Exchange (PBX) or multiline telephone systems are obligations which are imposed on you, the Customer, and not on NUSO. If you as the Customer and/or NUSO becomes aware you are using your service in violation of Federal or State obligation, you agree that you will immediately discontinue the use of NUSO calling services and/or NUSO shall have the right

to cancel your service and incur no liability to you or any other third party.

**9. Changes to this Disclosure.**

NUSO reserves the right to make changes to this disclosure. If we make any significant changes to this disclosure we will we may choose to email you directly (if you have opted to receive emails from us), by hard copy mail or any other means NUSO determines at its sole discretion.

NUSO calling services will only be used for business, non-residential purposes in an environment that requires either multiple lines or extensions. If you use your Services for residential use or in a residential setting and NUSO becomes aware you are using your Service in such manner, you agree that you will immediately discontinue the use of NUSO calling services and/or NUSO shall have the right to cancel your service and incur no liability to you or any other third party. Such cancellation or termination will not relieve you from any payments due and owed to NUSO which may include termination fees or other charges as stated in the NUSO Terms & Conditions of Service and Use.

**I affirm that I have fully read, understand and agree to the acceptance of this NUSO, LLC. Emergency Calling Services disclosure. Additionally I will inform all employees, staff and third parties of the SYSTEMS, LLC. Emergency Calling Services disclosure.**





**Addendum for City of Jonesboro, AR**

This addendum, and the original agreement, are the entire agreement between NUSO LLC and the City of Jonesboro, AR and shall add to and/or supersede specific sections in the NUSO Terms and Conditions of Service and Use.

**SECTION**

32.D - **Indemnification.** This section does not apply to City of Jonesboro based on Arkansas state law.

32.V – **Choice of Law.** This section does not apply to City of Jonesboro based on Arkansas state law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

NUSO LLC

## NUSO CUSTOMER AFFIRMATION

By signing this Nuso, LLC. Customer Affirmation, I affirm and agree that I have read and agree with all program, policy and guideline documents in order to use the Services provided by Nuso, LLC. which includes but is not limited to the documents I have signed as stated below:

1. The Nuso Credit Authorization Form,
2. The Nuso Business Customer Terms & Conditions of Service and Use that govern how you use the services,
3. The Nuso E911 Disclosure,
4. The Nuso Number Port Form which will allow us to commence with the process to port your existing business line(s) to our service; and also,
5. I have reviewed the documents on the Nuso website located at: <https://nuso.cloud/policies>

Additionally I consent to receive communications electronically from Nuso as stated in the Customer to Receive Communications Electronically from Nuso.