

Terms and Conditions of Service

VeriNexus

Registered Office: 2 Camp Hill Drive, Nuneaton, CV10 0JX

Effective Date: 1st June 2024

1. Definitions

1.1 "**VeriNexus**" refers to the provider of the Network Observability and Testing Service, including hardware, software, and associated services.

1.2 "**Customer**" refers to the business entity purchasing or using the services provided by VeriNexus.

1.3 "**Nexus Nodes**" are the physical devices deployed at the Customer's site for network monitoring and testing, owned by VeriNexus.

1.4 "**Service**" refers to the subscription-based software-as-a-service (SAAS) offering provided by VeriNexus, including data processing, reporting, and network analysis tools.

1.5 "**Agreement**" refers to the contractual arrangement between VeriNexus and the Customer.

2. Services

2.1 VeriNexus provides a Network Observability and Testing Service using Nexus Nodes and associated SAAS tools.

2.2 Services are delivered as per the Customer's subscription plan, with reports and analytics accessible via the VeriNexus platform.

3. Subscriptions and Billing

3.1 Unless otherwise agreed in writing, subscription fees are billed monthly in advance, with a 30-day payment term.

3.2 Nexus Nodes are charged upfront as part of the subscription agreement but remain the property of VeriNexus.

3.3 Service credits may apply for any verified period where the Service is non-operational due to issues solely attributable to VeriNexus, as outlined in Section 8.

4. Ownership and Intellectual Property

4.1 VeriNexus retains ownership of all intellectual property, including software, Nexus Nodes, data processing algorithms, and reports.

4.2 Customers are granted a non-exclusive, non-transferable licence to use the SAAS platform and Nexus Nodes solely for purposes outlined in the Agreement.

4.3 Customers shall not tamper with, reverse engineer, or decompile Nexus Nodes or VeriNexus software.

4.4 Nexus Nodes must be returned to VeriNexus in good working condition upon termination of the Agreement. Failure to return Nexus Nodes may incur additional charges.

5. Data Protection and GDPR

5.1 VeriNexus complies with the UK General Data Protection Regulation (GDPR).

5.2 Data collected by Nexus Nodes is used solely for monitoring and reporting purposes and is not shared with third parties unless required by law or expressly agreed with the Customer.

5.3 Data is retained only for the duration specified by the Customer and is securely deleted or summarised upon expiration of the retention period.

5.4 VeriNexus implements strict data security measures to safeguard Customer information and will access data only to ensure operational functionality.

6. Hardware

6.1 Nexus Nodes are provided for the duration of the Customer's subscription and charged upfront. Ownership of Nexus Nodes remains with VeriNexus at all times.

6.2 Customers are granted a non-transferable licence to use the Nexus Nodes for the agreed monitoring and testing purposes during the subscription term.

6.3 Customers are responsible for ensuring the Nexus Nodes are used in accordance with the manufacturer's guidelines and returned in good working condition upon contract termination.

6.4 Nexus Nodes are designed for specific network speeds. If upgraded devices are required, new Nexus Nodes can be provided under a revised Agreement. Existing Nexus Nodes are not eligible for upgrades, refunds, or trade-ins.

6.5 Faulty Nexus Nodes will be repaired or replaced under warranty, provided warranty seals are intact, and the fault is not due to misuse or negligence.

7. Cancellation and Termination

7.1 Either party may terminate this Agreement with 30 days' written notice, subject to any minimum contract term specified in the Agreement.

7.2 Upon termination, Customers must return all Nexus Nodes to VeriNexus in good condition. Charges may apply for unreturned or damaged Nexus Nodes.

8. Support and Issue Resolution

8.1 VeriNexus provides a dedicated support process for addressing service issues.

8.2 If services are not operating as expected, Customers must report the issue via the support process. VeriNexus will investigate and resolve verified issues promptly.

8.3 Service credits are available for any verified period where the Service is non-operational due to VeriNexus, subject to the Customer's compliance with the support process.

9. Limitation of Liability

9.1 VeriNexus is not liable for indirect, consequential, or special damages arising from the use of its Services.

9.2 VeriNexus' total liability for any claim is limited to the total fees paid by the Customer in the six months preceding the claim.

10. Jurisdiction

10.1 This Agreement is governed by the laws of England and Wales.

10.2 Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the English courts.

11. Amendments

11.1 VeriNexus reserves the right to amend these Terms and Conditions with 30 days' prior written notice.

12. Force Majeure

12.1 VeriNexus shall not be held liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes or labour disputes, natural disasters, epidemics or pandemics, governmental actions, failure of public or private telecommunications networks, or other events beyond the reasonable control of VeriNexus.

12.2 In such circumstances, VeriNexus shall be entitled to a reasonable extension of time to fulfil its obligations.

12.3 If the period of delay or non-performance continues for more than 90 days, either party may terminate this Agreement by giving 30 days' written notice to the other party.

12.4 VeriNexus will make reasonable efforts to mitigate the effects of the force majeure event and resume its obligations as soon as practicable.