

# MASTER SERVICES AGREEMENT

## FOR THE PROVISION OF TELEPHONY AND INFORMATION TECHNOLOGY SERVICES

Version: June 2026 | Governing Law: England & Wales

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CloudHost Limited (Company No. 07797325) whose registered office is at 6<sup>th</sup> Floor, 37 Lombard Street, London, EC3V 9BQ (the "Supplier") agrees to provide the Services and/or Products to the Customer as specified in this Agreement and the Schedules, and the Customer agrees to use the Services and/or Products on the terms set out in this Agreement and the Schedules.

### IMPORTANT NOTICE TO CUSTOMERS

THIS AGREEMENT IS MADE BETWEEN BUSINESSES. BY SIGNING AN ORDER, THE CUSTOMER ACKNOWLEDGES THAT IT IS ACTING IN THE COURSE OF BUSINESS AND THAT CONSUMER PROTECTION LEGISLATION (INCLUDING THE CONSUMER RIGHTS ACT 2015 IN ITS CONSUMER CAPACITY) DOES NOT APPLY. PLEASE READ THIS AGREEMENT CAREFULLY, IN PARTICULAR CLAUSES 13 (LIMITATION OF LIABILITY), 6 (TERMINATION AND EARLY TERMINATION FEES) AND 11 (INDEMNITIES).

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## 1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement:

**Acceptable Use Policy:** the Supplier's guidelines for acceptable use as published at [www.cloudhostmsp.com](http://www.cloudhostmsp.com), as amended from time to time at the Supplier's sole discretion.

**Accepted Order:** an Order that has been approved and accepted by the Supplier, of which the Customer has been notified in writing (including by email).

**Act:** the Communications Act 2003, as amended or replaced from time to time.

**Agreement:** these terms and conditions (including all Schedules) together with the Order and the Price List.

**Artificial Inflation of Traffic:** a situation where the flow of calls is disproportionate to the flow that would be expected from good faith commercial practice.

**Associated Company:** any company which is a holding company or subsidiary of the Supplier, or any subsidiary of a holding company of the Supplier.

**Backdated Charges:** charges for a previous billing period omitted from an earlier invoice for technical or other reasons.

**Business Day:** any day other than a Saturday, Sunday or public holiday in England and Wales.

**Charges:** all charges, fees and other sums payable by the Customer for the Services, as set out in the Price List, the Order or such other published material notified by the Supplier from time to time.

**Confidential Information:** any information (whether oral, documentary or otherwise) relating to the business affairs of the Supplier, including without limitation information relating to products, suppliers, customers, pricing, policies, methods, business plans and strategies, operations, technical processes, designs, trade secrets and financial affairs, whether or not expressly stated to be confidential.

**Credit Limit:** the maximum amount of unpaid Charges the Customer may accumulate, as agreed in writing pursuant to clause 8.6.

**Customer:** the business, company, or other corporate or unincorporated body which has agreed to purchase the Services, as named in the Order.

**Customer Equipment:** apparatus in hardware or software form belonging to the Customer, not forming part of the Supplier's Equipment, which may be connected to the Equipment or the Network.

**Data Protection Legislation:** the UK General Data Protection Regulation (UK GDPR) as retained in UK law by the European Union (Withdrawal) Act 2018, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and any successor legislation, together with all applicable guidance and codes of practice issued by the Information Commissioner's Office.

**Early Termination Fee:** the fee calculated in accordance with clause 6.7 and/or the relevant Schedule, being the greater of: (a) the Set-up Cost plus the proportion of lost fees for the Minimum Term or Renewal Period remaining; or (b) any amount specified in the relevant Schedule.

**End User:** those employees, agents and independent contractors of the Customer authorised to use the Services.

**Equipment:** any and all equipment (including software) supplied by the Supplier, its Agents or Contractors to provide the Services.

**Force Majeure Event:** any event beyond a party's reasonable control including acts of God, war, terrorism, civil disorder, pandemic or epidemic, government action, regulatory changes, failure of third-party networks or utilities, industrial disputes, or the acts or omissions of Network Operators, BT or other telecommunications providers.

**Group Company:** in relation to any company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

**Intellectual Property Rights or IPR:** all patents, rights to inventions, copyright and neighbouring rights, moral rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights.

**Minimum Term:** thirty-six (36) months from the Start Date, or such other period as agreed in writing between the Supplier and the Customer.

**Network:** the telecommunications network used by the Supplier to provide the Services.

**Network Operator:** any organisation providing telecommunications services as described in the Act.

**Normal Business Hours:** 08:00 to 18:00 local UK time on each Business Day.

**OFCOM:** the Office of Communications, or any successor regulatory body.

**Order:** the service order signed by the Customer, or such other document signed by the Customer that the Supplier deems to constitute an order, setting out the Services to be provided.

**Price List:** the list of Charges current at the time of use, as published by the Supplier from time to time at [www.cloudhostmsp.com](http://www.cloudhostmsp.com).

**Renewal Period:** each successive period of twelve (12) months following the expiry of the Minimum Term, as further described in clause 6.1.

**Services:** the services the Supplier has agreed to supply to the Customer, as set out in the Order and Accepted Order.

**Site:** any or all of the Customer's sites, properties or premises at which the Supplier is providing the Services.

**Start Date:** the date on which the Services are first delivered to or made available for use by the Customer.

**Supplier:** CloudHost Limited (also referred to as "the Company"), trading as CloudHost Limited, CloudHost MSP Limited or CloudHost Ltd, and its successors or Associated Companies or any other company to which the Supplier assigns its rights under this Agreement.

**Supplier's Equipment:** any equipment owned by the Supplier or its licensors, Agents or Contractors used to provide the Services.

**Working Day:** 09:00 to 17:30 Monday to Friday, excluding public holidays in the United Kingdom recognised by the Supplier.

1.2 Words importing the singular include the plural and vice versa where the context requires.

1.3 A reference to a statute or statutory provision is a reference to it as in force for the time being, taking account of any amendment, extension, re-enactment or replacement, and includes any subordinate legislation made under it.

1.4 The Customer confirms that it is entering into this Agreement in the course of a business and not as a consumer. The Unfair Contract Terms Act 1977 applies to this Agreement only to the extent applicable to business-to-business contracts.

1.5 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

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## 2. PROVISION OF SERVICES

- 2.1** This Agreement shall be on these terms and conditions. The Agreement excludes any terms or conditions which the Customer purports to apply under any purchase order, specification or other document, and no such terms shall form part of this Agreement merely by being referred to in any document supplied by the Customer.
- 2.2** Each Order placed by the Customer shall be deemed an offer to acquire the Services on these terms and conditions. No Order shall be binding on the Supplier until a written acknowledgement and acceptance is issued by the Supplier. Each accepted Order shall comprise a separate agreement between the parties unless it expressly states that it amends an existing contract.
- 2.3** Any variation to this Agreement shall have no effect unless expressly agreed in writing and signed by a Director of the Supplier. The Customer acknowledges that it has not relied on any statement, promise or representation not set out in this Agreement.
- 2.4** The Supplier shall use reasonable endeavours to provide the Services within 20 Working Days of an Order becoming an Accepted Order. This timeframe is an estimate only; time shall not be of the essence for delivery, and failure to meet it shall not constitute a breach of this Agreement.
- 2.5** The Services are supplied subject to the Supplier receiving uninterrupted service from its Network, including the risk of imposed prefix or number changes. The Supplier does not guarantee that the Customer will be able to access the Services via overseas networks or that such overseas networks will be compatible with the Services.
- 2.6** Descriptions and illustrations in the Supplier’s promotional material are published for illustrative purposes only and do not form part of this Agreement.
- 2.7** The Supplier shall be entitled without liability to: (a) change the technical specification of the Services for operational, statutory or regulatory reasons or any other reason the Supplier reasonably considers necessary, provided that such changes do not materially and adversely affect the core functionality of the Services; (b) issue instructions to the Customer for health and safety reasons or to maintain Service quality; (c) make modifications, renewals or alterations to the Equipment or Services, using reasonable endeavours to minimise disruption; (d) refuse any Order at its sole discretion, including where the order value would exceed any agreed Credit Limit; and (e) refuse to provide Services after an Accepted Order but before the Start Date, in which case any Charges already paid by the Customer (other than as a result of the Customer’s own act or omission) will be refunded.
- 2.8** The Supplier warrants that: (a) the Services will be performed substantially in accordance with their descriptions and with reasonable skill and care, provided that this warranty shall not apply to the extent that any non-conformance is caused by the Customer’s use of the Services contrary to the Supplier’s instructions, or modification by any party other than the Supplier or its authorised Sub-contractors; (b) it shall employ or engage persons who are appropriately qualified and competent; and (c) it shall comply with the General Conditions and any applicable Special Conditions under the Act.
- 2.9** The Supplier does not warrant that the Customer’s use of the Services will be uninterrupted, fault-free or secure. The Customer acknowledges that the Services may be subject to limitations, delays, failures and other problems inherent in communications networks. Save as required by law, the Supplier accepts no liability for any loss arising from such failures or delays.
- 2.10** The Supplier cannot be held responsible for fees or charges imposed by other Network Operators or service providers. The Customer shall indemnify and hold harmless the Supplier against all claims, losses, damages, costs and expenses (including legal fees) arising from charges levied by third-party providers in connection with the Customer’s use of the Services.

- 2.11** The Supplier may change the conditions or service levels for a Service to reflect contractual changes imposed by its suppliers (including BT) or changes in the regulatory regime. Where any such change is material, the Supplier shall provide reasonable notice.
- 2.12** The Supplier may sub-contract any of its obligations under this Agreement, including providing Services directly or through any combination of sub-contractors, agents, subsidiaries or Group Companies, without requiring the Customer's consent. The Supplier shall remain responsible to the Customer for the performance of sub-contracted obligations.
- 2.13** Where the Supplier sub-contracts to third-party telecommunications providers, the Supplier shall endeavour to comply with all regulatory processes but cannot warrant such compliance by third parties. The Customer acknowledges that delivery may depend on BT and/or other Network Operators, and that the Supplier is not liable for faults, delays or interruptions caused by third parties or events outside the Supplier's control.
- 2.14** The Supplier is entitled to record any telephone calls made by the Customer or End Users to the Supplier for quality monitoring and training purposes in accordance with the Data Protection Legislation and applicable telecommunications regulations.
- 2.15** Compliance with the Acceptable Use Policy is a condition of this Agreement. Breach of the Acceptable Use Policy entitles the Supplier to immediately suspend or restrict the Services and/or terminate this Agreement without liability.
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### **3. PROVISION OF INFORMATION AND CO-OPERATION**

- 3.1** Each party shall promptly supply the other with all information and assistance reasonably required to enable the other to perform its obligations under this Agreement, or as required by law or any competent regulatory body.
- 3.2** The Customer shall provide the Supplier and its employees, Agents and Sub-Contractors with all information about the Customer's Sites and apparatus, including any services provided by other Network Operators.
- 3.3** The Customer shall be solely responsible for providing all information, Site access and co-operation required by the Supplier in connection with the provision of the Services. Failure to provide access or information as required shall not constitute a breach by the Supplier, and any additional costs incurred by the Supplier as a result shall be charged to the Customer.
- 3.4** Where the Supplier processes personal data on behalf of the Customer in performing its obligations, the Customer appoints the Supplier as data processor for the purposes of this Agreement. The Supplier shall process such data only in accordance with this Agreement, the Data Protection Legislation and the Supplier's Data Processing Agreement (available on request).
- 3.5** Prior to any installation, the Customer shall (at its own expense): (a) suitably prepare the Site, including providing a secure electricity supply (typically a 13-amp non-switched fused spur) as specified by the Supplier; (b) obtain all necessary consents, including consents for alterations to buildings; (c) carry out any making good or decorators' work required following installation. The Supplier shall not be responsible for Service interruptions caused by failure of the Customer's power supply. The Customer shall fully indemnify and hold harmless the Supplier against any claims, losses, damages, costs and expenses arising from the Customer's failure to comply with this clause.
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### **4. USE OF SERVICES**

- 4.1** The Customer shall use the Services in accordance with this Agreement, the Schedules, the Supplier's user guides and all reasonable instructions notified by the Supplier from time to time, and in accordance with the Act and all other applicable laws and regulations.

- 4.2** The Customer must not use, or permit any End User to use, the Services: (a) in breach of any applicable legislation, regulation, code of practice, or licence; (b) in connection with fraud or any criminal offence; (c) in any way that constitutes Artificial Inflation of Traffic; (d) in a manner that materially affects the quality of the Supplier's or any third party's services; (e) to make nuisance calls or spam, or to harass, stalk, abuse or infringe the rights of others; (f) to store, transmit or receive any Offending Material; (g) to knowingly transmit a virus or malicious code; (h) to hack into or disrupt the Supplier's services or the Portal; (i) to obtain unauthorised access to any computer or service, or to circumvent any security safeguards; (j) for any fraudulent or criminal purpose; (k) contrary to the Supplier's instructions; (l) to send or receive data in such volume as to adversely affect the Network or other customers of the Supplier; (m) in any way that is unlawful, facilitates illegal activity, is harmful, defamatory, obscene or discriminatory; or (n) in a way that, in the Supplier's reasonable opinion, brings the Supplier's name into disrepute or places the Supplier in breach of the Act.
- 4.3** The Customer is responsible for ensuring all End Users comply with the terms of this Agreement and shall be liable for any breach by an End User as if it were a breach by the Customer itself.
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## **5. OBLIGATIONS OF THE CUSTOMER**

- 5.1** The Customer shall: (a) provide, maintain and operate the Customer Equipment in good working order and in accordance with all applicable legislation and the Supplier's specifications; (b) not use the Supplier's name or trademarks without prior written consent; (c) not hold itself out as acting for or on behalf of the Supplier; (d) notify the Supplier promptly of all technical or operational issues with the Services; (e) use reasonable skill and care in performing its obligations and maintain accurate records; (f) ensure its systems comply with the Supplier's specifications; (g) obtain and maintain at its own cost all necessary licences, consents and permissions for the Supplier and its Sub-Contractors to perform their obligations; (h) comply with all Schedules.
- 5.2** In the event that the Customer becomes aware of, or has reasonable suspicion of, fraud or serious illegal misuse of the Services, the Customer shall immediately suspend service to the relevant number(s) by contacting the Supplier's technical support team. The Supplier shall not be responsible for any Charges or liabilities incurred prior to such suspension.
- 5.3** The Customer shall only use the Equipment to receive the Services, shall provide suitable accommodation and environmental conditions for the Equipment, and shall maintain a secure electricity supply for the Equipment as specified by the Supplier.
- 5.4** The Customer must not add to, modify or interfere with the Equipment, nor permit anyone other than persons authorised by the Supplier to do so. The Customer shall be liable for any loss of or damage to the Equipment, except where caused by fair wear and tear or by the Supplier or its authorised representatives.
- 5.5** The Customer shall at all reasonable times provide the Supplier's employees, representatives and Sub-Contractors (upon production of valid identification) with access to the Site. If the Supplier is unable to carry out installation or maintenance through no fault of its own, an abortive visit charge may be raised.
- 5.6** The Customer grants permission (so far as it is within its power to do so) to the Supplier, its suppliers, Carriers, employees, Agents and Sub-Contractors to: (a) execute any works on the Site in connection with the installation, maintenance or removal of Equipment; (b) keep and operate telecommunications apparatus on, under or over the Site for the purposes of providing the Services; and (c) enter the Site to inspect any telecommunications apparatus kept on the Site.
- 5.7** Upon termination of this Agreement for any reason, the Supplier and its suppliers and Carriers are entitled to remove the Equipment from the Site. The Customer shall ensure Equipment is made available for collection within five (5) Business Days of termination, failing which a daily storage charge shall apply.

- 5.8** The Customer shall not sell or attempt to sell the Equipment, and shall not remove any identification marks showing it as the Supplier's property or that of a third-party supplier.
- 5.9** If required by the Supplier in writing, the Customer shall obtain and maintain insurance covering the full replacement value of the Customer Equipment against fire, theft, accidental damage and all other risks, and shall provide certificates of cover on request.
- 5.10** The Supplier shall have a lien over any Customer Equipment held at the Supplier's premises to secure all unpaid sums due under this Agreement. The Customer is not entitled to remove such equipment unless and until all outstanding sums have been paid in full.
- 5.11** The Customer shall indemnify the Supplier against all claims, proceedings, losses, damages, costs and expenses (including legal fees) arising from the Supplier's possession or use of the Customer Equipment at the Supplier's premises.
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## **6. SERVICES – NUMBERS, FAULTS AND MAINTENANCE**

- 6.1** Where the Supplier allocates telephone numbers or IP addresses to the Customer, the Customer acquires no rights in such numbers or addresses and shall not attempt to register them as trade marks or domain names.
- 6.2** Where Number Portability is required, the Start Date is dependent on third parties outside the Supplier's control. The Supplier shall use reasonable endeavours to provide Number Portability within normal connection timescales but shall not be liable for delays or failures caused by such third parties.
- 6.3** The Supplier accepts no liability for claims, losses or damages relating to the Customer's inability to use or continue to use any particular telephone number.
- 6.4** Upon notification of a fault arising from normal use of the Equipment or Service, the Supplier shall use reasonable endeavours during Normal Business Hours to attend to such fault. Faults arising from misuse, Customer Equipment or third-party acts are excluded.
- 6.5** The Customer shall not carry out or procure any alterations, modifications, replacements or extensions to the Equipment or Services without the Supplier's prior written consent. Authorised alterations shall be executed by the Supplier or an appointed Sub-Contractor at the Customer's expense.
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## **7. DURATION AND TERMINATION**

- 7.1** This Agreement shall commence on the Start Date and continue for the Minimum Term. Thereafter it shall automatically renew for successive Renewal Periods unless: (a) either party gives not less than sixty (60) Business Days' written notice prior to the end of the Minimum Term or any Renewal Period; or (b) it is otherwise terminated in accordance with this Agreement.
- 7.2** This Agreement applies to all Services provided by the Supplier to the Customer.
- 7.3** Without prejudice to its other rights and remedies, the Supplier may terminate this Agreement or suspend or terminate any Services with immediate effect if: (a) the Customer fails to pay any Charges by the due date; (b) the Customer fails to provide a deposit when required under clause 10; (c) the Customer uses the Services in a manner that the Supplier considers, at its absolute discretion, to be inappropriate, illegal, fraudulent or improper; (d) the Supplier's suppliers or Carriers are required to cease the Services by a competent regulatory authority; (e) the Supplier's suppliers or Carriers cease or materially change their provision of services to the Supplier in circumstances beyond the Supplier's control; (f) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010); or (g) the Supplier is advised by the Customer's existing telecommunications provider or BT that it has validly refused the Customer's cancellation request.

- 7.4** Either party may terminate this Agreement without liability to the other: (a) if the other commits a material breach and (where such breach is capable of remedy) fails to remedy it within thirty (30) days of written notice; or (b) if the other becomes insolvent, enters administration, receivership or liquidation, makes an arrangement or composition with creditors, or takes or suffers any analogous action in any jurisdiction.
- 7.5** Following termination for any reason, the Customer shall: (a) immediately pay all arrears of Charges due up to and resulting from the date of termination; and (b) return the Equipment within five (5) Business Days. If Equipment is not returned, a late return charge of £150 per item (plus VAT) shall be levied, and the Supplier reserves the right to invoice the full replacement cost of Equipment not returned within thirty (30) days of termination.
- 7.6** Any termination shall be without prejudice to accrued rights, and all provisions intended to survive termination shall do so, including (without limitation) clauses 7.5, 8, 12, 13, 14, 16, 17 and 18.
- 7.7** In the event that the Customer seeks to terminate this Agreement for any reason not expressly permitted by this Agreement, whether before or after the Start Date, the Supplier may at its sole discretion accept such termination and shall be entitled to charge, and the Customer agrees to pay: (a) a termination fee equivalent to 100% of the Customer's average monthly Charges multiplied by the number of whole or part months remaining in the Minimum Term or Renewal Period (as applicable); plus (b) all Rental charges for the remainder of the Minimum Term or Renewal Period (as applicable); plus (c) all outstanding Set-up Costs and Installation Costs not yet recovered.
- 7.8** Where the Supplier terminates under clause 7.3, or where the Customer terminates other than as permitted, the Customer shall also pay the Early Termination Fee, being the greater of the amount calculated under clause 7.7 or the amount specified in the relevant Schedule. All such amounts shall be due and payable within seven (7) days of demand.
- 7.9** The parties acknowledge that the Early Termination Fee and termination charges represent a genuine pre-estimate of the Supplier's loss and are not a penalty.
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## **8. CHARGES AND PAYMENT**

- 8.1** The Customer shall pay all Charges and other sums due under this Agreement without set-off, deduction or counterclaim.
- 8.2** The Supplier may amend its Charges at any time by not less than fourteen (14) days' written notice, published on the Website. Valid reasons include: changes in tariff access rates, international termination rates, charges levied by the Network Operator or other suppliers, changing regulatory or legal requirements, market conditions, or changes in technology or the Supplier's systems. The Supplier may also charge separately for services previously included for free. In the event that any increase in Charges exceeds 15% of the charges originally agreed for the same Services, the Customer may give written notice of termination within fourteen (14) days of such notice, such termination to take effect at the end of the then-current billing period. The Supplier may also increase Charges at the start of each Renewal Period on thirty (30) days' prior notice. Additional charges may be levied for abortive visits, out-of-hours support, faulty Customer Equipment, re-installation following relocation, illegible orders, dishonoured payments, and other events set out in the Price List.
- 8.3** All Charges are quoted exclusive of VAT and any other applicable taxes, which shall be payable by the Customer in addition to and at the same time as the Charges.
- 8.4** The Supplier may raise a separate invoice for Backdated Charges at any time within twelve (12) months of the date the Backdated Charges arose.
- 8.5** The Supplier is entitled to levy monthly rental fees for Equipment and Installation Costs as set out in the Order.
- 8.6** The Supplier shall invoice the Customer monthly for Services rendered in the prior calendar month, in advance for all Rental charges, and upon activation for Installation Costs and one-off charges.

- 8.7** All payments are due within seven (7) days of the invoice date and shall (unless the Supplier agrees otherwise in writing) be made by direct debit. Time is of the essence for payment. Payment is deemed made only when cleared funds are received in the Supplier's bank account. Alternative payment methods incur an administration fee of £15 per payment. A dishonoured or cancelled direct debit incurs an administration fee of £75 plus any third-party charges, plus a monthly administration fee of £75 for each subsequent month in which the direct debit is not reinstated.
- 8.8** The Supplier may charge interest on all overdue amounts at a rate of 8% per annum above the Bank of England base rate from time to time, accruing daily from the due date until receipt of cleared funds, whether before or after judgment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.9** The Supplier may also claim from the Customer a debt recovery fee in accordance with the Late Payment of Commercial Debts Regulations 2013 in respect of any overdue invoice.
- 8.10** The Supplier may at any time review and adjust the amount payable by direct debit to ensure it covers the Charges. The Customer irrevocably authorises the Supplier to vary the direct debit instruction accordingly.
- 8.11** The Customer shall remain liable for all Charges (including Rental) accrued during any period of suspension.
- 8.12** The Supplier reserves the right to invoice Charges in respect of Services accessed fraudulently, including a reasonable sum to cover the Supplier's costs and any profit element forgone.
- 8.13** Where the Supplier has agreed in writing to allow the Customer to accumulate unpaid Charges up to a Credit Limit, and that limit is exceeded, the Supplier may: (a) suspend Services on written notice with immediate effect; (b) request an immediate payment on account; and/or (c) issue an interim invoice payable within seven (7) days. Failure to pay within that period entitles the Supplier to suspend Services without further notice.
- 8.14** In the event of disconnection due to non-payment or other breach, a reconnection/administration fee of £75 plus VAT shall apply.
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## **9. SUSPENSION OF SERVICES**

- 9.1** The Supplier may (without prejudice to its other rights) suspend provision of the Services, without liability to the Customer, in whole or in part with immediate effect if: (a) required to do so by a governmental body, regulatory authority, emergency services, court or tribunal; (b) the Supplier needs to carry out upgrading or maintenance works (provided it gives as much notice as reasonably practicable); (c) the Customer fails to pay any sum due; (d) the Customer is in material breach of this Agreement; (e) required for operational reasons or in case of emergency; (f) unpaid Charges exceed the Credit Limit; (g) the Customer's actions may impair or jeopardise the Network or Services; (h) the Supplier reasonably suspects fraudulent or unlawful use; or (i) the Customer's credit rating deteriorates and the Customer fails to provide reasonable security on request.
- 9.2** During any period of suspension, all invoiced Charges shall become immediately payable.
- 9.3** The Customer shall indemnify the Supplier for all losses, damages, costs and expenses incurred as a result of any suspension or variation of the Services where the suspension or variation arises from any act or omission of the Customer.
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## **10. DEPOSIT AND SECURITY**

- 10.1** The Supplier reserves the right to require a deposit, guarantee or other security from the Customer in an amount determined by the Supplier at any time, including if: (a) the Customer is in material breach; (b) there is a significant adverse change in the Customer's financial circumstances; or (c) the Services are being recommenced following suspension or

termination. Deposits are payable on demand, do not bear interest, and non-payment entitles the Supplier to suspend the Services.

- 10.2** The Supplier may apply the deposit against any unpaid Charges, future invoices for incurred but unbilled charges, or any other liability of the Customer to the Supplier, whether under this Agreement or otherwise.

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## 11. INDEMNITIES

- 11.1** The Customer shall indemnify, defend and hold harmless the Supplier and its officers, employees, agents, sub-contractors, suppliers and Group Companies ("Indemnified Persons") from and against all liabilities, actions, losses, damages, judgments, costs, claims and expenses (including court costs and reasonable legal fees) brought or threatened against any Indemnified Person by any third party, End User or the Customer arising out of or in connection with: (a) the Customer's or any End User's use of the Services in breach of this Agreement (except where such breach results from the Supplier's own fraud); (b) any breach by the Customer of these terms and conditions or any written instruction by the Supplier; (c) any failure of the Customer to use the Services, including delays, faults or interruptions caused by the Supplier, Network Operators or third-party providers; (d) any fraud by the Customer or any End User or any Artificial Inflation of Traffic; (e) the Customer's failure to obtain or maintain any required licence, consent or permission; (f) any claim by a third party that the Customer's use of the Services infringes the rights of that third party; and (g) any failure by the Customer to comply with applicable Data Protection Legislation.
- 11.2** The indemnity in clause 11.1 shall survive termination or expiry of this Agreement.

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## 12. WARRANTIES

- 12.1** Each party warrants that it has the unimpaired right and authority to enter into this Agreement and that it constitutes a binding obligation on it.
- 12.2** Each party warrants that it will comply with its respective obligations under applicable Data Protection Legislation and will obtain and maintain all relevant registrations, notifications and consents required to enable the Supplier and its suppliers and Sub-Contractors to process personal data for the purposes of this Agreement.
- 12.3** The Supplier warrants that all licences, authorisations and consents necessary to provide the Services have been or will be obtained prior to the Start Date and will be maintained during the Term.
- 12.4** The Customer warrants that all licences, authorisations and consents necessary to receive the Services have been or will be obtained prior to the Start Date and will be maintained during the Term.
- 12.5** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CONDITIONS, WARRANTIES, TERMS, REPRESENTATIONS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE OR OTHERWISE (INCLUDING ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) ARE HEREBY EXCLUDED. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE CUSTOMER ACCEPTS ALL RISKS AND LIABILITIES ASSOCIATED WITH USE OF THE SERVICES.
- 12.6** The Supplier does not warrant that the Services will be fault-free or uninterrupted, or that information transmitted through the Services will be secure. It is the Customer's responsibility to ensure that all Customer Equipment is correctly configured to receive the Services.

## 13. LIMITATION OF LIABILITY

- 13.1** This clause sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, Agents, Sub-Contractors and suppliers) to the Customer in respect of any representation, statement or tortious act or omission (including negligence), any use of the Services, and any breach of this Agreement.
- 13.2** Nothing in this Agreement shall exclude or limit the Supplier's liability for: (a) death or personal injury resulting from the Supplier's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by applicable law.
- 13.3** Subject to clause 13.2, the Supplier shall not be liable to the Customer (whether in contract, tort including negligence or breach of statutory duty, misrepresentation, restitution or otherwise) for any: (a) loss of revenue, business, profits, contracts, anticipated savings or opportunities; (b) loss or corruption of data; (c) loss of goodwill or reputation; (d) business interruption; or (e) any indirect, special or consequential loss or damage, however arising, even if advised of the possibility of such loss.
- 13.4** Subject to clauses 13.2 and 13.3: (a) the Supplier's maximum aggregate liability in respect of any one event or series of related events shall not exceed an amount equal to the lesser of £5,000 or the total Charges paid by the Customer in the three (3) months immediately preceding the event giving rise to liability; and (b) the Supplier's maximum aggregate liability in respect of all claims arising under or in connection with this Agreement shall not exceed £20,000.
- 13.5** Subject to clause 13.2, the Supplier's liability for damage to the Customer's physical property caused by the Supplier's negligence shall be limited to 50% of the Charges (exclusive of VAT) invoiced in the 12-month period (or shorter period from the Start Date) prior to the relevant incident.
- 13.6** The Supplier excludes all liability for: (a) the accuracy of data or material provided by third parties, its agents or contractors; (b) any damage caused by errors or omissions in information or instructions supplied by the Customer; and (c) any failure to make good the Customer's premises following removal of the Equipment.
- 13.7** Each party acknowledges that the provisions of this clause 13 are reasonable, having regard to the overall terms of this Agreement, the Charges, and the ability to insure against potential losses.
- 13.8** Each of the provisions of this clause operates separately. If any provision is held to be unenforceable, the remaining provisions shall continue to apply.
- 13.9** The provisions of this clause shall survive termination of this Agreement.
- 13.10** The Supplier's liability in respect of any Service provided by a third-party provider is further limited to the extent that such third-party provider limits its own liability to the Supplier in respect of that Service.
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## 14. CONFIDENTIAL DATA

- 14.1** Each party shall hold the other's Confidential Information in strict confidence and shall not, without the disclosing party's prior written consent, disclose it to any third party, save that it may be disclosed in confidence to those employees, officers and professional advisers who need access to it for the proper performance of their obligations under this Agreement.
- 14.2** The obligations in clause 14.1 shall not apply to information that: (a) the receiving party can demonstrate was already known to it before disclosure; (b) enters the public domain other than through breach of this Agreement; (c) is received from a third party free of any obligation of confidence; or (d) is required to be disclosed by law, by a court of competent jurisdiction, or by a governmental or regulatory body (provided that the disclosing party is given advance notice where possible).
- 14.3** This clause shall survive termination or expiry of this Agreement.
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## 15. DATA PROTECTION

- 15.1** Both parties shall comply with their respective obligations under the Data Protection Legislation. Where the Supplier processes personal data as a data processor on behalf of the Customer, it shall do so only in accordance with the Customer's documented instructions and the terms of any Data Processing Agreement entered into between the parties.
- 15.2** The Customer warrants that it is entitled to transfer any personal data to the Supplier, that all relevant third parties have been informed of and consented to such processing (where required), and that the processing by the Supplier on the Customer's behalf is lawful.
- 15.3** The Supplier may transfer personal data outside the United Kingdom where adequate safeguards are in place in accordance with the Data Protection Legislation and any applicable guidance from the ICO.
- 15.4** The Customer agrees that the Supplier may retain and use information obtained from the Order Form and in the course of providing the Services for the purposes of: (a) identifying the Customer; (b) administering the Customer's account; (c) preventing and detecting fraud; (d) customer profiling and marketing analysis; and (e) contacting the Customer about other services the Supplier can provide. The Supplier may disclose Customer information to licensed credit reference agencies, and to third parties for the purposes of providing the Services, or for legal or regulatory reasons.
- 15.5** The Supplier reserves the right to withhold CLI if it believes the Customer has failed to comply with applicable Data Protection Legislation or if a complaint is received from any relevant authority.
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## 16. INTELLECTUAL PROPERTY RIGHTS AND EQUIPMENT

- 16.1** All IPR relating to the Services, the Equipment and the Network (including any works performed by the Supplier to connect the Site to the Network) shall remain with the Supplier or its licensors. No title or IPR in the Equipment, the Services or the Network shall pass to the Customer in any circumstances whatsoever, unless expressly stated in this Agreement. This clause shall survive termination or expiry.
- 16.2** The Customer acknowledges the Supplier's title, interests and rights and shall not take any action to jeopardise, limit or interfere with the Supplier's (or any third-party supplier's) title, interests or rights, including by using the Supplier's or its suppliers' trade marks or trade names without consent.
- 16.3** Where software or IP addresses are provided to enable the Customer to use the Services, the Supplier grants the Customer a non-exclusive, non-transferable, revocable licence to use such software or IP addresses solely for the purpose of receiving the Services during the Term.
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## 17. VARIATION

- 17.1** In addition to the rights in clause 8.2, the Supplier may revise and amend these terms and conditions at any time to reflect changes in market conditions, technology, payment methods, applicable laws or regulations, or the Supplier's systems capabilities.
- 17.2** The Customer shall be subject to any changes notified by the Supplier at the time the Agreement is next renewed, unless: (a) the change is required by law or a governmental authority (in which case it applies immediately); or (b) the Supplier specifies that the change is to apply immediately, in which case the Customer may give written notice of termination within fourteen (14) days of being notified of the change. Where the Customer gives such notice, the new terms shall nonetheless apply for the remainder of the Term.
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## 18. FORCE MAJEURE

- 18.1** The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement or from carrying on its business by a Force Majeure Event. The Supplier shall notify the Customer as soon as reasonably practicable of the Force Majeure Event and its likely duration.
- 18.2** If a Force Majeure Event continues for more than ninety (90) consecutive days, the Supplier may terminate this Agreement on written notice without liability (other than for Charges accrued prior to termination). For the avoidance of doubt, no Early Termination Fee shall be payable where termination is pursuant to this clause.
- 18.3** The Customer's obligation to pay Charges shall not be affected by a Force Majeure Event unless and until the Services are wholly unavailable for a continuous period exceeding five (5) Business Days, in which case charges shall be suspended pro-rata for the duration of such unavailability only.
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## 19. NOTICES

- 19.1** Any demand, notice or other communication given under this Agreement shall be in writing and delivered: (a) by prepaid first-class post (deemed received on the second Business Day after posting); (b) by hand (deemed received on delivery, or the next Business Day if delivered after 16:00 or on a non-Business Day); or (c) by email where expressly permitted for routine operational matters.
- 19.2** Notices to the Supplier shall be addressed to the address shown on the company website at [www.cloudhostmsp.com](http://www.cloudhostmsp.com). Notices to the Customer shall be addressed to the address set out in the Order, or such other address as notified in writing from time to time.
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## 20. ASSIGNMENT

- 20.1** This Agreement may not be assigned, transferred, charged, sub-contracted or otherwise dealt with by the Customer, in whole or in part, without the prior written consent of the Supplier. Any purported assignment without such consent shall be void.
- 20.2** The Supplier may at its sole discretion assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under this Agreement without the Customer's consent.
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## 21. GENERAL

- 21.1** Headings in this Agreement are for convenience only and shall not affect its interpretation.
- 21.2** Where an Order covers more than one telephone number, each number shall be deemed the subject of a separate and severable agreement.
- 21.3** If any provision of this Agreement is held by a competent authority to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 21.4** Termination or expiry of this Agreement shall be without prejudice to the accrued rights of either party. Clauses expressed to, or which by implication are intended to, survive termination shall do so.
- 21.5** Nothing in this Agreement creates, or is deemed to create, a partnership, joint venture, agency, employment or franchise relationship between the parties.

- 21.6** The Supplier does not support Wholesale Line Rental (WLR) or LineSave without Carrier Pre-Selection (CPS), CallSave or Least Cost Routing (LCR) also being supplied. These Services and calls shall be routed exclusively by the Supplier.
- 21.7** This Agreement is not intended to, and does not, confer any right or benefit on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or vary this Agreement without the consent of any third party.
- 21.8** These terms and conditions apply in respect of each Service in addition to the special terms in any relevant Schedule. Where there is a conflict between these terms and a Schedule, the Schedule shall prevail.
- 21.9** The Customer shall indemnify and keep indemnified the Supplier against all claims, costs, damages and expenses made by any third party as a consequence of any breach, act or omission of the Customer under or in relation to this Agreement.
- 21.10** If the Customer's Order includes the LineSave or WLR Service, it is the Customer's responsibility to ensure that any monitored alarm system is compatible with the Service. The Supplier accepts no liability in connection with the use of a monitored alarm system with the Services.
- 21.11** The Supplier's failure or delay in exercising any right under this Agreement shall not operate as a waiver of that right, nor prevent the Supplier from exercising it at any time.
- 21.12** Except as otherwise permitted, the Customer may not: (a) modify the Services without the Supplier's prior written consent; (b) redistribute, copy or allow use of the Services by any third party; or (c) disclose details of the Services to any third party without the Supplier's prior written consent.
- 21.13** In the event of a dispute, the parties shall attempt in good faith to resolve it through negotiations between senior representatives with authority to settle. If the dispute is not resolved within thirty (30) days of written notice, either party may pursue available legal remedies.
- 21.14** The Online Safety Act 2023 and any applicable sector-specific regulations (including those issued by OFCOM under the Communications Act 2003 as amended) are incorporated by reference to the extent they impose obligations on the Customer in respect of content transmitted via the Services. The Customer shall comply with all such obligations.
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## **22. GOVERNING LAW AND JURISDICTION**

- 22.1** This Agreement shall be governed, construed and take effect in all respects in accordance with the laws of England and Wales.
- 22.2** The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purpose of hearing and determining any dispute arising out of or in connection with this Agreement, save that the Supplier shall not be prevented from seeking enforcement of any judgment in any court in any jurisdiction having competence over the Customer or its assets.
- 22.3** If any provision of this Agreement is held by a court of competent jurisdiction to be void, illegal or unenforceable, that provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions.
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## **23. ENTIRE AGREEMENT**

- 23.1** This Agreement, together with all Schedules, Orders, the Price List, and any other terms and conditions relating to the Services published from time to time at [www.cloudhostmsp.com](http://www.cloudhostmsp.com), constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, representations and understandings, whether written or oral.
- 23.2** Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision not expressly set out in this Agreement. Nothing in this clause shall limit or exclude liability for fraud or fraudulent misrepresentation.

**23.3** This Agreement may only be varied by prior written agreement signed by a Director of the Supplier and an authorised representative of the Customer.

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## EXECUTION

This Agreement is entered into on the date of the Customer's signed Order.

| <b>SIGNED for and on behalf of<br/>CLOUDHOST LIMITED</b> | <b>SIGNED for and on behalf of<br/>THE CUSTOMER</b> |
|--|---|
|  |   |
| Signature: _____   | Signature: _____                                    |
| Name: _____  | Name: _____   |
| Title: _____   | Title: _____  |
| Date: _____  | Date: _____   |

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CloudHost Limited – Registered in England No. 07797325 – Registered Office: 6<sup>th</sup> Floor, 37 Lombard Street, London, EC3V 9BQ – VAT No. GB 377 6746 39