

SCHEDULE: CLOUD HOSTING SERVICES

Web Hosting – Email Hosting – Virtual Private Servers – Dedicated Servers

Version: June 2026 | Governing Law: England & Wales | Supplement to the CloudHost Master Services Agreement

This Schedule supplements the CloudHost Master Services Agreement (“MSA”) and applies to the Cloud Hosting Services identified on the Customer Order Form. Where there is any conflict between this Schedule and the MSA, this Schedule prevails. All capitalised terms not defined herein have the meanings given in the MSA. This Schedule covers four service categories: (1) Shared Web and Email Hosting; (2) Virtual Private Servers; (3) Dedicated Servers; and (4) domain name registration and associated services. Not all service categories will apply to every Customer; the applicable services are identified on the Customer Order Form.

1. DEFINITIONS

The following additional definitions apply in this Schedule:

AUP: the Acceptable Use Policy set out in the Appendix to this Schedule, as amended from time to time.

Bandwidth: the volume of data transferred to and from the Server or Hosting Environment in any billing period, as measured by CHL’s monitoring systems.

Commencement Date: the date on which the Customer first receives live access to the relevant Service.

Control Panel: the web-based administration interface provided by CHL through which the Customer manages its Hosting Environment.

Data Centre: the third-party or CHL-operated facility in which Servers are housed and operated.

Dedicated Server: a physical standalone server connected to the internet and operated within a Data Centre, assigned exclusively to a single Customer.

Domain Name: an alphanumeric address registered through an accredited registrar identifying a location on the internet.

Hosting Environment: the hardware, virtualisation layer, software, network infrastructure and storage allocated to the Customer for the provision of the relevant Service, as applicable to each service type.

IP Address: an internet protocol address assigned by CHL to the Customer’s Hosting Environment from the address space allocated to CHL by RIPE NCC or another regional internet registry.

Managed Service: a hosting service where CHL takes responsibility for operating system patching, security updates and platform-level management, as identified on the Customer Order Form.

Minimum Period: the minimum contractual term for the relevant Service as set out on the Customer Order Form; if not specified: twelve (12) months for Shared Hosting and email services, and thirty (30) days for VPS and Dedicated Server services, unless otherwise agreed in writing.

Server: as applicable: a physical Dedicated Server or a Virtual Private Server instance allocated to the Customer.

Service Credit: a credit against future invoices, provided solely in accordance with clause 5.4 of this Schedule, representing CHL’s entire liability for any failure to meet the network uptime aim.

Shared Hosting: a web and/or email hosting service on infrastructure shared with other CHL customers, delivered under the terms of section 3 of this Schedule.

Unmanaged Service: a hosting service where the Customer is solely responsible for operating system administration, patching and configuration, as identified on the Customer Order Form.

VPS: a Virtual Private Server: a virtualised server instance running within a physical host server, allocated exclusively to a single Customer.

The interpretation provisions in clause 1 of the MSA apply to this Schedule.

2. GENERAL PROVISIONS (ALL SERVICES)

- 2.1** CHL will provide the Services to the Customer in accordance with this Schedule, the MSA, the AUP and the Customer Order Form.
- 2.2** CHL shall use reasonable endeavours to make the Services available at all times during the Minimum Period and any renewal term. The Customer acknowledges that given the nature of internet-based services, CHL cannot guarantee that the Services will be uninterrupted, error-free or secure, and CHL provides all hosting services on an “as is” and “as available” basis to the fullest extent permitted by law.
- 2.3** All warranties, conditions, representations and undertakings not expressly set out in this Schedule or the MSA, whether implied by statute, common law, custom or otherwise (including as to satisfactory quality, fitness for a particular purpose, non-infringement or correspondence with description), are hereby excluded to the fullest extent permitted by applicable law.
- 2.4** CHL may, at any time and on reasonable notice, modify, upgrade or change the technical specification of any Service (including substituting equivalent software or hardware) where such change does not materially and adversely affect the core functionality of the Service. CHL shall not be liable for any interruptions arising from such modifications.
- 2.5** CHL may suspend any Service immediately and without notice where: (a) required by a competent authority, regulator, emergency services, court or law enforcement body; (b) CHL reasonably suspects a breach of the AUP or the MSA; (c) the Customer has failed to pay any Charges by the due date; (d) continued operation poses a risk to CHL’s infrastructure or other customers; or (e) CHL otherwise considers suspension necessary for operational or security reasons. Where a suspension continues for more than seven (7) days CHL will notify the Customer of the reason. All Charges shall continue to accrue during any period of suspension.
- 2.6** CHL reserves the right to change the Customer’s access credentials at any time at CHL’s sole discretion where CHL reasonably considers this necessary for security or operational reasons.
- 2.7** IP Addresses: Any IP Address assigned to the Customer’s Hosting Environment shall at all times remain the sole property of CHL. The Customer receives a non-transferable licence to use any assigned IP Address solely for the purpose of receiving the Services during the term. IP Address assignments may be changed by CHL at any time on reasonable notice. All licences to use IP Addresses terminate automatically upon expiry or termination of this Schedule for any reason.
- 2.8** Software licences: Where CHL grants the Customer a licence to use any software in connection with the Services, such licence is non-exclusive, non-transferable, revocable, limited to the Hosting Environment and terminates upon expiry or termination of this Schedule. The Customer shall not copy, reverse engineer, decompile, disassemble, modify, sublicense or transfer any such software, or attempt to derive its source code.
- 2.9** Third-party software: Any third-party software supplied as part of the Services is provided on the basis of the relevant publisher’s licence terms, which the Customer agrees to comply with. CHL makes no warranty as to the quality, fitness for purpose, security or availability of any third-party software.
- 2.10** CHL makes no representation and gives no warranty as to the accuracy or quality of information transmitted by or received through the Services by any person. CHL shall have no liability for non-receipt, misrouting or any other failure of email or data transmission.
- 2.11** The Customer is solely responsible for virus scanning all software and content it uploads to or stores in its Hosting Environment. CHL gives no warranty that any Hosting Environment will be free from viruses, malware, ransomware or other malicious code.
- 2.12** CHL shall have no liability for any loss or damage to data stored on any Server, Hosting Environment or backup medium, howsoever caused.
- 2.13** CHL does not provide technical support to the Customer’s own customers or end users. Support obligations extend solely to the Customer.
- 2.14** The Customer shall comply with the AUP at all times, and shall ensure that all end users and customers of the Customer using the Services also comply. The Customer is responsible and liable for all activity conducted through its Hosting Environment, including the actions of its customers and end users.
- 2.15** Any access to other networks connected to or accessible through the Services must comply with all rules, policies and terms applicable to those networks.

3. SHARED WEB AND EMAIL HOSTING

3.1 Provision of Service

- 3.1.1 CHL will provide Shared Hosting services on infrastructure shared with other CHL customers. The Customer acknowledges that the performance of Shared Hosting may be affected by the activity of other customers on the same shared infrastructure.
- 3.1.2 The Customer shall use its allocated web space solely for the operation and management of its website and web applications. All files uploaded to web disk space must serve a legitimate operational purpose.
- 3.1.3 CHL reserves the right to remove any material from the Customer's Hosting Environment that CHL, in its sole discretion, considers to be in breach of the AUP or applicable law, without prior notice to the Customer.
- 3.1.4 CHL reserves the right to remove or throttle any scripts, applications or processes that consume excessive system resources and adversely affect the performance of the shared platform or other customers hosted on it. CHL will use reasonable endeavours to notify the Customer of any such action and provide guidance on alternatives.
- 3.1.5 The Customer warrants that it is a business customer and that all use of the Shared Hosting service is in the course of a business. Consumer protection legislation does not apply.

3.2 Email Hosting

- 3.2.1 Outgoing and incoming emails are subject to a maximum attachment size per email as specified in the Price List or the Customer Order Form (currently 25MB per email once encrypted), to prevent abuse of the mail system. This limit may be updated from time to time in the Price List.
- 3.2.2 IMAP mailboxes have a finite disk quota as specified in the Customer Order Form. Consumption above the quota will result in delivery failures and bounced emails. The Customer is responsible for managing mailbox usage within its allocated quota.
- 3.2.3 POP3 mailboxes: CHL reserves the right to manage POP3 mailboxes that consume excessive system resources. Read emails may be removed after thirty (30) days and unread emails after ninety (90) days of storage. CHL shall not be liable for any loss of email data arising from the application of these limits.
- 3.2.4 The Customer shall ensure that all email sent through the Shared Hosting platform complies with the AUP, the Privacy and Electronic Communications Regulations 2003 (as amended), the UK GDPR, the Data Protection Act 2018 and all other applicable data protection and direct marketing legislation. The Customer shall not send unsolicited bulk email (spam) from or through the Shared Hosting platform.
- 3.2.5 CHL shall have no liability for non-receipt, misrouting or any other failure of email services.

3.3 Bandwidth and Fair Usage

- 3.3.1 Shared Hosting services are subject to a fair usage policy. CHL reserves the right to throttle, restrict or suspend access to the Shared Hosting service where data transfer usage materially exceeds the fair usage threshold specified in the Price List or the Customer Order Form (currently 100GB per month per website). CHL will communicate any such action to the Customer and provide guidance on suitable alternatives, which may include upgrading to a higher-tier service.
- 3.3.2 The Customer shall not employ processes, scripts or applications that consume excessive processor, memory, storage or bandwidth resources in a manner that is detrimental to other customers on the shared platform.

3.4 Data Backup – Shared Hosting

- 3.4.1 CHL will use reasonable endeavours to perform off-site backups of website and email data held on the Shared Hosting platform. However, CHL cannot guarantee the completeness, frequency or restorability of such backups and shall have no liability for any loss of data howsoever caused.

- 3.4.2** CHL strongly recommends that the Customer maintains its own independent backup procedures, retaining local copies of all website files, databases and email data. Reliance on CHL's backups alone is not recommended.
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4. VIRTUAL PRIVATE SERVERS (VPS)

4.1 Provision of Service

- 4.1.1** CHL will provide the Customer with a VPS instance in accordance with the specification set out on the Customer Order Form. The Customer acknowledges that a VPS shares underlying physical host hardware with other VPS instances, but operates as an isolated virtualised environment.
- 4.1.2** The Customer may not transfer rights to use the VPS to any third party, whether in whole or in part, without CHL's prior written consent.
- 4.1.3** The Customer acknowledges that the VPS is provided on an "as is" and "as available" basis. CHL does not warrant that the VPS will meet the Customer's specific requirements, that it will operate on an uninterrupted or error-free basis, or that results obtained from its use will be accurate or complete.
- 4.1.4** If the Customer upgrades, rebuilds or restores default settings on the VPS during the term, the Customer acknowledges that a reboot may be required. CHL shall not be liable for any loss of data or other consequences arising from such actions.

4.2 Managed and Unmanaged VPS

- 4.2.1** Where the Customer has selected a Managed VPS on the Customer Order Form, CHL will apply operating system security patches and updates and will monitor platform-level performance. Managed VPS support does not extend to application-level issues, CGI programming, web application configuration, or any software not installed by CHL as standard.
- 4.2.2** Where the Customer has selected an Unmanaged VPS, the Customer is solely responsible for all operating system administration, patching, security configuration and updates. CHL's support obligation for Unmanaged VPS is limited to ensuring network connectivity and physical host hardware availability.
- 4.2.3** CHL will install software detailed in the product specification in its standard configuration at no additional charge. CHL is not obliged to install additional software or modify existing software from its default configuration. Where CHL agrees to do so, a charge may apply at the rate set out in the Price List.
- 4.2.4** CHL does not provide technical support for application-specific issues including CGI programming, HTML, web application development, or any software or system configured or modified by the Customer outside the provided Control Panel.

4.3 Network Connectivity and Bandwidth

- 4.3.1** CHL will provide the Customer with a means of monitoring Bandwidth usage. If the VPS exceeds its allocated Bandwidth quota in any billing period, CHL will charge the Customer for additional Bandwidth at the overage rate set out in the Price List.
- 4.3.2** CHL makes no representation and gives no warranty as to the accuracy or quality of information received by any person via the VPS.

4.4 Data Backup – VPS

- 4.4.1** Unless the Customer purchases a data backup product as an additional service, CHL will make no backups of data stored on the VPS.
- 4.4.2** Where the Customer has purchased a data backup product, CHL will use reasonable endeavours to back up data stored on the VPS and make it available to the Customer in accordance with the specification of that product. CHL does not warrant that backups will be performed correctly or that successful data restoration will always be possible.
- 4.4.3** Regardless of whether the Customer has purchased a backup product, CHL shall have no liability for any loss or damage to data stored on the VPS or any backup medium.

- 4.4.4** CHL strongly recommends that the Customer maintains its own independent backup and disaster recovery arrangements and tests any purchased backup service promptly following the Commencement Date and periodically thereafter.
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5. DEDICATED SERVERS

5.1 Provision of Service

- 5.1.1** CHL will provide the Customer with a Dedicated Server installed and operated in the Data Centre in accordance with the specification set out on the Customer Order Form.
- 5.1.2** CHL shall at all times remain the owner of the Dedicated Server hardware. No title in the hardware shall pass to the Customer in any circumstances.
- 5.1.3** The Customer shall have no right of physical access to the Dedicated Server or the Data Centre.
- 5.1.4** CHL cannot guarantee that the Dedicated Server will be free from defects or that it will operate uninterrupted or without failure. CHL will use reasonable endeavours to keep the Server available at all times but shall not be liable for interruptions, downtime, non-receipt or misrouting of data or email, or any failure of the Service.
- 5.1.5** Should CHL become aware of a hardware fault with the Dedicated Server, CHL may at its option repair the Server or provide a replacement server of equivalent specification as soon as practicably possible. Any replacement Server will be provided in its default configuration; CHL does not warrant that data, content or settings from the original Server will be transferred to any replacement.
- 5.1.6** The Customer may not transfer rights to use the Dedicated Server to any third party, whether in whole or in part, without CHL's prior written consent.

5.2 Managed and Unmanaged Dedicated Servers

- 5.2.1** Where the Customer has selected a Managed Dedicated Server, CHL will apply operating system security patches and updates, monitor server health and respond to platform-level issues. Managed support does not extend to application-level issues or software not installed by CHL as standard.
- 5.2.2** Where the Customer has selected an Unmanaged Dedicated Server, the Customer is solely responsible for all operating system administration, patching, security and configuration. CHL's support obligation for Unmanaged Dedicated Servers is limited to ensuring network connectivity and physical hardware availability.
- 5.2.3** CHL will install software detailed in the product specification in its standard configuration at no additional charge. CHL is not obliged to install additional software or modify existing software from its default configuration. Where CHL agrees to do so, a charge may apply at the rate set out in the Price List.
- 5.2.4** CHL does not provide technical support for application-specific issues or for software or systems configured or modified by the Customer other than through the provided Control Panel.

5.3 Network Connectivity and Bandwidth

- 5.3.1** CHL will provide the Customer with a means of monitoring Bandwidth usage for the Dedicated Server. If the Server exceeds its allocated Bandwidth quota in any billing period, CHL will charge the Customer for additional Bandwidth at the overage rate set out in the Price List.
- 5.3.2** CHL makes no representation and gives no warranty as to the accuracy or quality of information received by any person via the Dedicated Server.

5.4 Service Level Agreement – Dedicated Servers

- 5.4.1** CHL aims to maintain network uptime for Dedicated Servers. The SLA aims are detailed on the CHL website. Failure by CHL to meet an aim set out in the SLA does not constitute a breach of this Schedule or the MSA. The Service Credit described in this clause represents CHL's sole and entire liability for any failure to meet the network uptime aim.
- 5.4.2** For the purpose of the network uptime aim, network downtime is defined as 100% packet loss occurring in the transmission of data from the Customer's Dedicated Server to the internet backbone, as measured from within CHL's network. The following events do not constitute network downtime:

(a) issues in the Customer's access provider's network or upstream providers; (b) hardware or software faults on the Customer's Server rendering it or an application inoperable; (c) the period during which network protocols (including STP, OSPF or BGP) are re-converging following an equipment or link failure; (d) scheduled maintenance windows notified to the Customer in advance; (e) events arising from Force Majeure as defined in the MSA.

- 5.4.3** To claim a Service Credit, the Customer must notify CHL in writing with full details of the incident and the time at which it occurred within seven (7) days of the incident. CHL reserves the sole right to determine whether a Service Credit is due. Service Credits are provided in the form of additional days of service credit only, up to a maximum of thirty (30) days in any thirty (30) day period. Service Credits apply only to the basic Server rental charge; charges for domain names and optional extras are not credited. Service Credits shall not be provided in the form of cash or any cash equivalent.
- 5.4.4** Downtime for the purpose of Service Credits is calculated from the time CHL acknowledges the fault. Service Credits accrue at a rate of one (1) day's credit per one (1) hour of qualifying downtime.

5.5 Data Backup – Dedicated Servers

- 5.5.1** Unless the Customer purchases a data backup product as an additional service, CHL will make no backups of data stored on the Dedicated Server.
- 5.5.2** Where the Customer has purchased a data backup product, CHL will use reasonable endeavours to back up data stored on the Server and make it available to the Customer in accordance with the product specification. CHL does not warrant that backups will be performed correctly or that successful data restoration will always be possible.
- 5.5.3** Regardless of whether the Customer has purchased a backup product, CHL shall have no liability for any loss or damage to data stored on the Server or any backup medium.
- 5.5.4** CHL strongly recommends that the Customer maintains its own independent backup and disaster recovery arrangements and tests any purchased backup service promptly following the Commencement Date and periodically thereafter.

6. DOMAIN NAME REGISTRATION AND MANAGEMENT

- 6.1** CHL may register, renew or transfer domain names on behalf of the Customer as an additional service. All domain registrations are subject to the terms and conditions of the relevant domain name registry and registrar, which the Customer agrees to comply with.
- 6.2** CHL makes no guarantee that any particular domain name will be available for registration or that it will remain registered during the term. CHL shall have no liability arising from the unavailability, expiry, loss, suspension or transfer of any domain name.
- 6.3** The Customer is responsible for keeping its domain name contact details current and for ensuring that domain names are renewed before their expiry date. CHL may assist with renewal on the Customer's behalf but is not obliged to do so unless expressly agreed on the Customer Order Form.
- 6.4** Upon termination of this Schedule, any domain names registered in the Customer's name will be transferred to the Customer or its nominated registrar upon receipt of a valid transfer request. Domain names registered in CHL's name on behalf of the Customer remain CHL's property in the absence of a separate written agreement to the contrary.
- 6.5** The Customer warrants that registration and use of any domain name does not infringe the intellectual property rights of any third party. The Customer shall indemnify and hold harmless CHL against all claims, losses, damages, costs and expenses arising from any such infringement.

7. SECURITY

- 7.1** CHL will implement and maintain reasonable technical and organisational security measures for its hosting infrastructure, including those required under the Data Protection Legislation and applicable industry standards (including Cyber Essentials where applicable). However, CHL does not guarantee that Servers or the hosting infrastructure will be free from unauthorised access, hacking, malware, ransomware or other security breaches.

- 7.2** The Customer is solely responsible for all security measures within its Hosting Environment, including: securing its own credentials and access controls; patching and updating any software it manages (on Unmanaged services); configuring application-level security; and implementing appropriate content security policies.
- 7.3** The Customer is solely responsible for any breach of security affecting Servers or Hosting Environments under the Customer's control. Where a Server or Hosting Environment is found to be involved in an attack on another system (whether internal or external to CHL's network), CHL may immediately shut down access and commence an investigation. The Customer shall be responsible for all costs of investigation, remediation and recovery arising from such a breach, charged at the rates set out in the Price List.
- 7.4** The Customer shall protect its access credentials (usernames, passwords, API keys and control panel access) and shall not permit any unauthorised person to use them. The Customer shall notify CHL immediately if it becomes aware or suspects that its credentials have been compromised.
- 7.5** CHL will cooperate with law enforcement and regulatory authorities in the investigation and prosecution of any criminal activity conducted through or against the Customer's Hosting Environment. CHL may, without prior notice to the Customer, provide information to law enforcement where legally required to do so.
- 7.6** CHL cannot take responsibility for the security of information transmitted over CHL's facilities. Customers are urged to assume that all online communications may be subject to interception and to implement end-to-end encryption appropriate to the sensitivity of the information.
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8. CUSTOMER OBLIGATIONS

- 8.1** The Customer shall use the Services solely for lawful purposes and in compliance with: (a) the AUP; (b) all applicable laws and regulations (including the Communications Act 2003, the Computer Misuse Act 1990, the Online Safety Act 2023, the Investigatory Powers Act 2016, the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003, each as amended); (c) the MSA; and (d) any reasonable instructions issued by CHL from time to time.
- 8.2** The Customer shall not, and shall ensure that its customers and end users do not: (a) upload, store, transmit or publish any content that is unlawful, threatening, abusive, malicious, defamatory, obscene, discriminatory or otherwise objectionable; (b) infringe any third party's intellectual property rights, including copyright, trade marks, patents or design rights; (c) conduct or facilitate denial of service (DoS/DDoS) attacks, port scanning, network probing, credential stuffing or any other attack against CHL's infrastructure or any third-party system; (d) forge TCP/IP headers or other packet header information or misrepresent the origin of any communication; (e) send or facilitate unsolicited bulk email (spam) in breach of the AUP; (f) use the Services in a way that adversely affects CHL's other customers; (g) attempt to gain unauthorised access to any system, network or data; or (h) use the Services to store, distribute or facilitate access to child sexual abuse material or any other content that violates the Protection of Children Act 1978 or any equivalent legislation.
- 8.3** The Customer is responsible and liable for all content uploaded to, stored in or transmitted through its Hosting Environment, including content uploaded or transmitted by the Customer's own customers and end users. It is the Customer's responsibility to implement appropriate content moderation and monitoring processes.
- 8.4** The Customer shall ensure that all software it installs or operates within its Hosting Environment is properly licensed. CHL shall have no liability for any fines, penalties or claims arising from the Customer's use of unlicensed software.
- 8.5** The Customer shall indemnify and hold harmless CHL and its officers, employees, agents and sub-contractors from and against all losses, damages, costs (including legal fees) and claims arising from: (a) the Customer's breach of this Schedule, the AUP or the MSA; (b) any claim by a third party arising from content stored in or transmitted through the Customer's Hosting Environment; (c) any security breach affecting the Customer's Hosting Environment where the Customer failed to take reasonable security precautions; (d) the Customer's infringement of any third party's intellectual property rights; or (e) any violation of applicable law by the Customer or its end users.
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9. INTELLECTUAL PROPERTY

- 9.1** All intellectual property rights in the Services, the hosting infrastructure, CHL's software and tooling remain vested in CHL or its licensors at all times. No title or intellectual property rights pass to the Customer in any circumstances.
- 9.2** The Customer retains ownership of all content it uploads to or creates within its Hosting Environment. The Customer grants CHL a limited, non-exclusive, royalty-free licence to store, process and transmit that content to the extent necessary to provide the Services.
- 9.3** The Customer warrants that it owns or has the right to use all content it uploads to its Hosting Environment, and that such content does not infringe any third party's intellectual property rights. The Customer shall indemnify CHL against all claims arising from any breach of this warranty.
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10. DATA PROTECTION

- 10.1** Both parties shall comply with all applicable Data Protection Legislation. Where CHL processes personal data as a data processor on the Customer's behalf in connection with the Services, it shall do so in accordance with the Customer's documented instructions and the terms of any Data Processing Agreement entered into between the parties.
- 10.2** The Customer warrants that it is lawfully entitled to transfer any personal data to CHL and that processing by CHL in connection with the Services is lawful. The Customer is responsible for ensuring that all necessary privacy notices have been provided and all required consents have been obtained.
- 10.3** CHL shall maintain appropriate technical and organisational measures to protect personal data processed on the Customer's behalf against unauthorised access, loss, destruction or alteration. However, CHL shall not be liable for data breaches caused by the Customer's own failure to maintain adequate security within its Hosting Environment.
- 10.4** The Customer acknowledges that data stored within CHL's Hosting Environment may be processed in data centres located within the United Kingdom or, where CHL uses third-party infrastructure providers, within countries that are subject to appropriate adequacy decisions or safeguards under Data Protection Legislation. CHL will notify the Customer if it intends to transfer personal data outside the UK in circumstances where adequate safeguards are not in place.
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11. DURATION AND TERMINATION

- 11.1** This Schedule commences on the Commencement Date and continues for the Minimum Period. Thereafter it shall automatically renew for successive periods equal to the original Minimum Period unless either party gives written notice of termination not less than sixty (60) days before the end of the then-current term.
- 11.2** CHL may terminate this Schedule or any individual Service immediately and without liability where: (a) the Customer fails to pay any Charges by the due date; (b) the Customer commits a material breach of this Schedule, the AUP or the MSA and (where remediable) fails to remedy it within fourteen (14) days of written notice; (c) the Customer becomes insolvent, enters administration, receivership or liquidation, or makes an arrangement with creditors; or (d) CHL's upstream provider or Data Centre operator requires CHL to cease provision of the relevant Service.
- 11.3** There are no refunds after the Commencement Date. Services are charged in advance and no pro-rata refunds will be made for unused periods of service following termination for any reason. All outstanding Charges accrued to the date of termination shall remain payable in full.
- 11.4** Early termination by the Customer other than as expressly permitted under this Schedule will attract the Early Termination Fee as defined in the MSA.
- 11.5** Upon termination of this Schedule for any reason: (a) all licences granted under this Schedule terminate immediately; (b) all IP Address assignments terminate immediately; (c) CHL may permanently delete all data stored in the Customer's Hosting Environment after a period of thirty (30) days from the termination date, without further notice to the Customer. CHL strongly recommends that the Customer retrieves all data from its Hosting Environment before or

immediately following termination; and (d) the Customer shall ensure that any domain name transfers are initiated promptly.

- 11.6** Clauses expressed to survive termination (including clauses 7, 8.5, 9, 10 and 12) shall continue in full force after termination.
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12. LIMITATION OF LIABILITY – SPECIFIC TO THIS SCHEDULE

- 12.1** In addition to the limitations of liability set out in clause 13 of the MSA (which apply in full to this Schedule), CHL shall not be liable for any of the following, howsoever caused: (a) loss or damage to data stored on any Server, Hosting Environment or backup medium; (b) any loss, damage or claim arising from a security breach, cyberattack, ransomware, malware, DDoS attack or unauthorised access affecting the Customer's Hosting Environment, whether or not CHL supplied security measures; (c) any loss arising from the Customer's failure to maintain adequate security within its Hosting Environment; (d) any loss arising from the failure, suspension, withdrawal or change of terms of any third-party software, platform or service used in connection with the Hosting Environment; (e) interruption, downtime or degradation of the Services arising from maintenance, upgrades, Force Majeure events or acts of third-party network providers; (f) any loss arising from the expiry, suspension, transfer or unavailability of any domain name; (g) any loss arising from the Customer's use of unlicensed software; or (h) any indirect, consequential, special or economic loss of any kind.
- 12.2** The Service Credit mechanism in clause 5.4 of this Schedule represents CHL's entire liability for failure to meet network uptime aims for Dedicated Servers.
- 12.3** The aggregate financial liability of CHL under or in connection with this Schedule is subject to the caps set out in clause 13.4 of the MSA.
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13. GENERAL

- 13.1** This Schedule shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 13.2** If any provision of this Schedule is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 13.3** CHL's failure to exercise or enforce any right under this Schedule shall not constitute a waiver of that right.
- 13.4** CHL may amend this Schedule at any time on not less than fourteen (14) days' written notice. Continued use of the Services following notice of amendment constitutes acceptance of the revised terms.
- 13.5** This Schedule, together with the MSA, the AUP, the Customer Order Form and the Price List, constitutes the entire agreement between the parties with respect to the Cloud Hosting Services and supersedes all prior representations, agreements and understandings relating to the same subject matter.
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APPENDIX: ACCEPTABLE USE POLICY (AUP)

Applicable to all Cloud Hosting Services – Version: June 2026

A1. Background and Scope

CHL may impose rules and regulations regarding the use of its Services. These rules are set out in this AUP and published on the CHL website. The AUP applies to all Cloud Hosting Services and is incorporated by reference into this Schedule and the MSA. CHL reserves the right to modify the AUP at any time; changes take effect upon posting to the website or notification to the Customer. By using the Services, the Customer

agrees to comply with the AUP as amended from time to time. An unlisted activity may constitute a violation of the AUP if it is illegal, irresponsible or disruptive. No Service Credits will be issued for any service interruption resulting from AUP violations.

Violation of the AUP may result in immediate suspension or termination of the Services. The Customer is solely liable for all content uploaded, downloaded, stored or transmitted through its Hosting Environment, including content generated or transmitted by the Customer's own customers and end users. CHL operates a policy of terminating repeat infringers. CHL reserves the right to refuse service to any person or organisation at any time.

A2. Prohibited Content and Activities

The Customer shall not use any Cloud Hosting Service to store, transmit, distribute or facilitate access to:

- material that is unlawful, threatening, abusive, malicious, defamatory, obscene, discriminatory or otherwise objectionable;
- material that encourages or facilitates the commission of any criminal offence, or that infringes any patent, trade mark, design right, copyright or other intellectual property right;
- child sexual abuse material or any content prohibited under the Protection of Children Act 1978, the Sexual Offences Act 2003, the Online Safety Act 2023 or any equivalent legislation. CHL will cooperate fully with law enforcement authorities in the detection and prosecution of any such violations;
- material that constitutes harassment, fraud, stalking or abuse of any person;
- material that facilitates any government export control violation or that promotes terrorism or extremism;
- deceptive, fraudulent or misleading content of any kind.

A3. System and Network Security

Violations of system or network security are prohibited and may result in criminal and civil liability. CHL may investigate incidents involving suspected security violations and will cooperate with law enforcement where a criminal violation is suspected. Prohibited activities include, without limitation:

- unauthorised access to or use of data, systems or networks, or any attempt to probe, scan or test the vulnerability of any system without the express authorisation of its owner;
- unauthorised monitoring of data or network traffic;
- interference with service to any user, host or network, including mail bombing, flooding, deliberate resource exhaustion, or broadcast attacks;
- forging of TCP/IP packet headers or misrepresentation of the origin of any communication;
- conducting or participating in distributed denial of service (DDoS) attacks against any target;
- port scanning, vulnerability scanning or network enumeration of any system without the express written authorisation of its owner.

The Customer is solely responsible for all security breaches affecting Servers or Hosting Environments under its control. Where a Customer's Server is found to be involved in an attack, CHL may immediately shut it down. The Customer shall bear all costs of investigation and remediation at the rates set out in the Price List.

A4. Password and Credential Security

The Customer is responsible for protecting its access credentials and for all activity conducted using those credentials, whether authorised or unauthorised. The Customer must not use or permit anyone to use the Services to conduct credential stuffing, brute-force attacks, or any other attempt to gain unauthorised access to any system or account. CHL will cooperate fully with law enforcement in the detection and prosecution of illegal activity.

A5. Email – Anti-Spam Requirements

The Customer must comply with all applicable legislation governing electronic communications and direct marketing, including the Privacy and Electronic Communications Regulations 2003 (as amended), the UK GDPR and the Data Protection Act 2018. The Customer must not send, facilitate or host unsolicited bulk email (spam) from or through any CHL Service.

When sending commercial email through CHL's Services, the Customer MUST:

- include a conspicuous notice identifying the message as a commercial communication;
- include a valid physical postal address;

- include a functional unsubscribe mechanism and process opt-out requests within ten (10) Business Days;
- maintain opt-out suppression lists and honour them for a minimum of thirty (30) days following the sending of a commercial email;
- configure and provide CHL with a valid abuse@ email address;
- comply with all applicable direct marketing regulations.

The Customer MUST NOT:

- include false, deceptive or misleading header information or sender addresses;
- use deceptive or misleading subject lines;
- add any address to a mailing list without verifiable consent;
- retain addresses for which an opt-out has been received;
- use lists older than six (6) months without re-confirmation of consent;
- harvest email addresses from websites or via automated means;
- use dictionary attacks or automated tools to generate email addresses;
- relay email through any server or network without authorisation;
- include obfuscated text or content designed to bypass spam filters;
- send email that results in blacklisting of any CHL IP address or mail server;
- send email messages intended to harass, threaten or annoy any recipient;
- send email to recipients who have indicated they do not wish to receive it.

CHL reserves the right to audit the Customer's email lists and sending practices in response to complaints, and to determine in its sole discretion whether any list or campaign is in violation of this AUP. Lists found to be in violation must be removed immediately or the relevant service will be suspended or terminated.

A6. Copyright and Intellectual Property

The CHL network may only be used for lawful purposes. Transmission, distribution, storage or publication of any content that infringes any copyright, trade mark, trade secret, patent or other intellectual property right is prohibited. CHL will cooperate fully with rights holders and law enforcement in connection with any civil or criminal action arising from violations of this policy.

A7. Responsible Use of Network Resources

The Customer shall use the CHL network and its Hosting Environment responsibly, with respect for other CHL customers. CHL reserves the right to suspend or terminate the Service of any Customer whose use adversely affects other customers or the integrity of CHL's network infrastructure. Prohibited activities include, without limitation:

- attacking or attempting to gain unauthorised access to any server, account or service belonging to CHL or any of its customers;
- participating in activities that result in reprisals (including DDoS amplification or reflection) that adversely affect CHL's network or other customers' services.

CHL will take strong action against any unauthorised use of its infrastructure, including warnings, suspension, termination and referral to law enforcement.

A8. Lawful Use

All Services must be used for lawful purposes only. Storage, transmission or publication of material in violation of any applicable law or regulation is prohibited, including material that: (a) infringes intellectual property rights; (b) constitutes or facilitates fraud or deception; (c) violates export controls or sanctions; or (d) constitutes harassment, stalking or abuse.

A9. IP Address Policy

The Customer may only use IP Addresses officially assigned to its Hosting Environment by CHL. Any Server found using IP Addresses not assigned to it will be suspended from network access until the issue is remediated. All IP Addresses remain the property of CHL and must not be used following termination of this Schedule.

A10. Suspension and Cancellation for AUP Violations

If CHL determines in its sole discretion that the Customer's Hosting Environment has become the source or target of an AUP violation, CHL may suspend network access to that environment immediately and without

prior notice. Customers are responsible for all Charges and for any costs of investigation, suspension, administration and remediation before, during and after a suspension period, charged at the rates set out in the Price List. In serious cases, CHL will report violations to law enforcement and cooperate with any resulting investigation.

A11. Indemnification

By entering into this Schedule and the MSA, the Customer indemnifies CHL against all losses, damages, costs (including legal fees) and claims arising from any violation of the AUP, the MSA, or any applicable law by the Customer or its end users. If CHL faces any claim, proceedings or liability as a result of the Customer's or its end users' activity, the Customer will indemnify CHL in full, including any damages awarded, legal costs and reasonable management time.

A12. Disclaimer of Monitoring Obligation

CHL is under no duty to monitor the Customer's content, activity or use of the Services to detect AUP violations, and does not assume any responsibility through this AUP to police internet-related activities. CHL disclaims all liability for any unlawful or inappropriate use of the Services by the Customer or its end users. All sub-networks, resellers and managed customers of the Customer must comply with this AUP. Indirect or attempted violations of the AUP, and violations by third parties acting on the Customer's behalf, constitute violations by the Customer.

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