

SPECIAL TERMS

AWS BILLING SERVICE

Except as set out below, all definitions contained within these AWS Billing Service terms and conditions (the "Terms") have the same meaning as those set out in the MSA General Terms and Conditions.

1. DEFINITIONS

"**AWS**" means Amazon Web Services Inc

"**AWS Billing Service**" means the billing services provided by Zen (using its Billing Partner and other third parties) to the Customer, for its account with AWS.

"**AWS Customer License Terms**" means the customer license terms that form a separate agreement between the Customer and AWS for AWS services, a current version of which is located at:

<https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Reseller+Customer+License+Terms.pdf>

"**Billing Partner**" means Ingram Micro Inc (and its affiliates) that provide AWS billing services to Zen.

"**Root Account**" means the parent container for all the customer's AWS accounts and the account that determines who is responsible for paying the invoice to AWS.

2. SERVICE DESCRIPTION

2.1 The AWS Billing Service will consist of:

- a) management of Customer bills for their AWS services, for the relevant AWS account (s), as advised to Zen;
- b) helpdesk for the Customer's routine billing queries regarding AWS bills, during the normal working hours of Zen's helpdesk support, which is Monday to Friday 9-5, excluding public and bank holidays. Queries shall be limited to; and
- c) provision of a standard Zen training package to Customer personnel.

2.2 To deliver the AWS Billing Service, Zen will use a Billing Partner, and the Customer expressly agrees to the use of the Billing Partner.

2.2 unless the Customer has expressly requested that they wish to hold the Root Account credentials and confirmed the same on the Order Form, our Billing Partner will hold the Root Account credentials. The Customer will also need to sign an additional annex, which will form part of the Order.

3. CUSTOMER OBLIGATIONS

- 4.1 By entering into this agreement you acknowledge that your use of the AWS services is subject to the AWS Customer License Terms, a separate agreement between you and Amazon Web Services
- 4.2 All passwords and usernames shall be kept secure.
- 4.3 Third Party Terms: As part of the Zen's AWS Billing Service, the Customer will be provided with:
 - a) Access to CloudCheckr. The provision of the AWS Billing Service includes the Customer being provided with access to CloudCheckr's cloud management platform and signing up to CloudCheckr's license terms and agreeing to its privacy policy, a current version of which is located at: <https://cloudcheckr.com/privacy-policy/>
- 4.4 The Customer will indemnify Zen and its third party suppliers, against any claims that may arise, relating to any breach of: (i) any license terms; (ii) claims; (iii) misuse; or (iv) act or omission of the Customer, in respect of its use of the AWS Billing Service.

5. CHANGE CONTROL

- 5.1 The Customer can request changes to the AWS Billing Service by raising a ticket with the support team – cloudhosting@zen.co.uk.

6. CANCELLATION

- 6.1 Minimum Period of Service is 12 months from the date when Zen first starts to provide the Service. Where the Customer cancels the service during the Minimum Period of Service, Zen shall be entitled to charge the Customer a reasonable administrative fee.
- 6. After the Minimum Period of Service, the Customer may cancel on 30 days' written notice.