

MANAGED AWS SERVICES

KEY DETAILS	
AWS Managed Services	The configuration and management services provided by Zen to the Customer, for the Customer's account with AWS.
Minimum Service Period	12 months from order signature
Charges	A percentage of the AWS resources under management by Zen. Charged monthly in arrears.
DEFINITIONS	
AWS	Amazon Web Services Inc.
AWS Customer License Terms	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
Service Description	A description of Zen's service to the Customer.

1 ABOUT THESE TERMS

1.1. You should read these Product Terms in conjunction with our Standard Business Terms.

2. CUSTOMER OBLIGATIONS

2.1. By entering into this Agreement you acknowledge that your use of the AWS services and our provision of the AWS Managed Services is subject to the AWS Customer License Terms, a separate agreement between you and AWS.

2.2. All passwords and usernames shall be kept secure.

2.3. Third Party Terms: As part of Zen's AWS Billing Service, which may form part of the AWS Managed Service we provide to you, subject to the terms on our website at <https://www.zen.co.uk/resources/docs/default-source/document-library/global-documents/aws-billing-only-terms.pdf>, the Customer will be provided with:

2.3.1. 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/>

2.3.2. 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 Managed Service.

3. ZEN OBLIGATIONS

3.1. Zen will provide the Service in accordance with the Service Description.

4. GUIDANCE ON AWS CLOUD PLATFORM

Zen may provide guidance on the AWS Cloud Platform and how to use it, including but not limited to example scenarios and applicability to Customer workloads. The Customer acknowledges and agrees that it should not rely solely on any advice given by Zen when making decisions about how to use the AWS Cloud Platform and that Zen shall have no liability whatsoever in relation to any advice given.

5. CANCELLATION

5.1 Minimum Service Period commences from the date when Zen first starts to provide the Service. Where the Customer cancels the service during the Minimum Service Period Zen shall be entitled to charge the Customer a reasonable administrative fee.

5.2 After the Minimum Service Period, the Customer may cancel on 30 days' written notice.

5.3 After notice of cancellation from the Customer, Zen agrees to transfer the Customer's AWS account(s) back to the Customer or a nominated third party. Zen reserves the right to apply a reasonable charge to complete the transfer.