

## **MANAGED AWS CLOUD SERVICES**

### **1. DEFINITIONS**

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

**"AWS"** means Amazon Web Services LLC

**"AWS Cloud Platform"** means the AWS infrastructure services, including computing power, storage, networking and databases.

**"AWS Reseller Customer License"** means a licence that the Customer must agree and comply with for the provision of the Service.

**"Service"** means the Managed AWS cloud service to be provided by Zen to the Customer, as set out in the Orders;

**"Orders"** means the document produced by Zen detailing the Services and schedule of work to be carried out by Zen on behalf of the Customer and the Deliverables to be produced by Zen for the Customer

### **2. AWS LICENCE TERMS**

- 2.1 The Customer acknowledges that its use of the AWS services is subject to the AWS Reseller Customer Licence terms, a separate agreement between you and Amazon Web Services, Inc., a current version of which is located at the following link: <https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Reseller+Customer+License+Terms.pdf>

### **3. SERVICE**

The Service includes the configuration and management of the Customer's AWS Cloud Platform in accordance with these Terms and the Orders.

### **4. PERSONNEL**

- 4.1 Zen will use reasonable endeavours to ensure continuity of Personnel allocated to the Customer's account and that those Personnel have appropriate AWS expertise and experience to understand and support the Customers technical and business requirements.

### **5. CHARGES**

- 5.1 Zen will invoice the customer monthly in arrears following receipt of Zen's invoice from AWS. Zen will invoice the Customer in pounds sterling (GBP) however the Customer acknowledges that the AWS services is invoiced in US Dollars (USD) and therefore, the monthly Charges may vary due to fluctuating exchange rates between the USD and GBP.

### **6. SCHEDULED MAINTENANCE**

- 6.1 From time to time it will be necessary for Zen to perform scheduled and/or emergency maintenance to your Zen provided service. If we envisage an interruption to your Service then we will endeavour to notify you up to 10 days in advance of any maintenance taking place,

however the Customer acknowledges that in some scenarios (such as emergency security updates) advanced notification may not be possible.

## 7. SUPPORT SERVICES

7.1 Zen will provide a 24 hour telephone support service as follows:

Priority	Impact Definition	Support Hours	Initial Response
P1	<b>Business critical.</b> A severe incident that results in complete loss of a critical service.	24/7/365	Within 15 minutes.
P2	<b>Degraded service.</b> An incident that results in intermittent loss or degraded performance of a critical service.	24/7/365	Within 1 hour
P3	<b>General issue.</b> Non-critical service affecting issue.	Business Hours	Within 4 hours
P4	<b>General query.</b> A change request, technical query or best practice request.	Business Hours	Within 8 hours

- 7.2 Zen will be primarily responsible for supporting the AWS infrastructure and will manage reported faults through to resolution including liaison with the AWS support service.
- 7.3 Faults may be raised by the Customer or detected by monitoring and alerting metrics which will be agreed with the Customer on activation of the Service.
- 7.4 Zen will provide guidance on the AWS Cloud Platform and how to use it, including example scenarios and applicability to Customer workloads. The Customer acknowledges 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.
- 7.5 Where the Customer requires support which falls outside of the scope of the included advice service, the Customer and Zen may discuss the Customers' requirements and whether or not the Customer should place an Order for additional Professional Services.

## 8. TERM AND TERMINATION

- 8.1 At the end of the Minimum Service Period, the Cloud Service will automatically revert to a 30 day rolling contract unless terminated by the Customer giving 30 days' notice to expire at the end of the Minimum Service Period.
- 8.2 The Customer shall be solely responsible for ensuring that all Customer data is transferred out of the Service prior to the termination date. Zen will not be liable for any loss or damage incurred by the Customer as a result of the deletion of such data.