



CloudSure Product Terms



ZEN INTERNET CLOUDSURE PRODUCT TERMS

1 ABOUT THESE TERMS

- 1.1 **These Terms.** We're Zen Internet Limited and these CloudSure Product Terms set out the terms on which we will provide you with the services ("**Services**") and/or equipment ("**Equipment**") as set out in our Order Form. Zen may be referred to as "Zen" "us" or "we" or "our" and you may be referred to as "the Customer" or "your".
- 1.2 **Our Agreement.** Throughout these Terms, we refer to the "**Agreement**" which is made up of the following:
- (a) the relevant Order Form (and any Special Terms included),
 - (b) the Product Terms (for whichever Service you choose including, where relevant, any Service Level Agreements ("**SLAs**"), and
 - (c) the Standard Business Terms.
- 1.3 **Priority.** If there is any inconsistency between the terms above, they will take priority in the order shown above.
- 1.4 **Definitions.** The following definitions apply to this Agreement:

AWS	Amazon Web Services Inc
CloudSure	The managed AWS services provided by us as detailed in these Product Terms
Tiers	The service tiers of CloudSure made available to you, in accordance with these Product Terms, as detailed further in Annex 1

2 THE SERVICE

- 2.1 CloudSure is our suite of managed AWS options. You can select one of our AWS tier options if you have signed up to an account with AWS, which is separate to your Agreement with us and subject to the terms as agreed between you and AWS.
- 2.2 You acknowledge and agree that you should not rely solely on any advice given by Zen on how to use the Services and that we shall have no liability whatsoever in relation to any advice given.
- 2.3 We reserve the right to change or withdraw the Services, including the features included in each Tier, from time to time.
- 2.4 You will be provided with the Service in accordance with the Minimum Service Period. Termination before the expiry of the Minimum Service Period will incur early termination charges.
- 2.5 Upon expiry of the Minimum Period of Service your Agreement will continue on a rolling basis.

3 SERVICE FEATURES

- 3.1 You can order CloudSure from us with the following options: Tier 1 -FinOps, Tier 2-SecOps, Tier 3 - CloudOps or Tier 4-DevOps. Annex 1 to these Product Terms includes more detail on what is included in each Tier.

4 SERVICE DESCRIPTION

- 4.1 All CloudSure Tiers are framed around the resources in your account(s) directly with AWS, for which we pass through all AWS charges at RRP.
- 4.2 Unless you have expressly requested that you want to hold the Root Account credentials (and confirmed the same on the Order Form), we will hold the Root Account credentials using a third party. You will also need to sign an additional annex, which will form part of the Order if you choose to hold the Root Account.

5 YOUR OBLIGATIONS

- 5.1 **Obligations.** You agree:
- (a) By entering into this Agreement, you agree that your use of the AWS services and our provision of CloudSure is subject to the AWS Customer License Terms, a separate agreement between you and AWS.
 - (b) All passwords and usernames shall be kept secure.
 - (c) Third Party Terms: You will be responsible for signing up to and compliance with any Third Party licence terms required for us to deliver our Service to you. This includes but is not limited to you having an AWS account and also signing up to the CloudCheckr cloud management platform.
 - (d) You will indemnify us and our third party suppliers, against any claims that may arise, relating to: (i) a breach of any relevant license terms; (ii) any claims received; (iii) any misuse of; or (iv) an act or omission of the Customer, in respect of its use of the Services.

6 CHANGES TO YOUR SERVICES

- 6.1 You can request changes to your Services by raising a request via e-mail to aws@zeninternet.co.uk, which may be updated by us from time to time.

7 CANCELLING YOUR SERVICES

- 7.1 If you wish to cancel you will provide 30 Business Days' notice in writing.
- 7.2 Following our receipt of a notification to cancel in accordance with 6.1 above, we will transfer your AWS account(s) back to you, or otherwise in accordance with your instructions. Zen may apply a reasonable charge (which we will provide to you in advance) for completing the transfer.

ANNEX 1

1 SERVICE OPTIONS

The below table outline the service features included in each Tier.

Services Included in each Tier	Tier 1	Tier 2	Tier 3	Tier 4
AWS billing: consolidate AWS bills with other Zen services. Billing support during Business Hours (9-5 Mon-Fri)	Included	Included	Included	Included
Cloud management platform: 24/7 access	Included	Included	Included	
Root account security*	Included	Included	Included	
Technical Guidance	Included	Included	Included	
FinOps Foundations	Included	Included	Included	
Dedicated Account Manager	Included	Included	Included	
Comprehensive AWS Security Services Monitoring	Not included	Included	Included	This will be designed subject to your detailed requirements.
Security finding triage and prioritisation	Not included	Included	Included	
Enterprise Support - (Mon-Fri 9-5, 24x7 for critical incidents)	Not included	Included	Included	
Managed Backups	Not included	Not included	Included	
Managed Patching	Not included	Not included	Included	
Monitoring and alerting	Not included	Not included	Included	
Incident Response	Not included	Not included	Included	
Infrastructure management	Not included	Not included	Included	
Service Management Reporting	Not included	Not included	Included	

* Unless you have requested holding the root account credentials on the Order, the credentials will be held by us as part of the delivery of the Service. Where you decide to hold the account, you will need to sign up to additional terms and conditions.

2 CHARGES

- 2.1 Charges shall be a proportion/percentage of your spend on AWS with us, before credits and excluding VAT and AWS support.
- 2.2 You can move up a Tier (e.g. from Tier 2 to Tier 3), your Charges will be increased to reflect the Charges for that Tier and/or the increased minimum amount payable by you. If you reduce your Tier e.g. from Tier 4 to Tier 2), you may incur early termination charges.
- 2.3 Charges for your Service shall be detailed on your Order Form and include the Minimum Service Period and the minimum amount payable by you.