

Terms of Service

Welcome to Affinity7 Consulting's Terms of Service. This document governs the use of our software and services, including licensing, subscriptions, hosting costs, and data-handling practices. Please read it carefully.

1. Grant of License and Subscription

Affinity7 Consulting Ltd ("Licensor"), a limited liability company based in the United Kingdom, grants the customer ("Licensee" or "Client," referred to as "you" or "your") a non-exclusive, non-transferable, limited license to download, install, and use the software ("Software") in accordance with these terms. You may install and use the Software to manage and update the agreed-upon number of clusters within your Microsoft Azure Kubernetes Service (AKS) and/or Amazon Elastic Kubernetes Service (EKS) accounts.

This license includes access to **quarterly updates**, which will be provided as part of the ongoing subscription. An active subscription is required to receive updates and continued access to support.

1.1 Subscription Renewal and Cancellation

- The subscription is annual and renews automatically each year unless cancelled through the **"Talk to Sales"** option on our website.
- Cancellation may be requested up to 48 hours before the renewal date.

1.2 Pricing and Agreement Execution

Pricing for the Software and related services is based on the number of Kubernetes clusters under management, as agreed between the Client and Affinity7 Consulting Ltd. Each cluster—whether deployed in AKS or EKS—is subject to a per-cluster fee as specified in the signed agreement or quotation.

All pricing, subscription terms, and any applicable discounts are confirmed in writing through a formal quote, purchase order, or electronic agreement executed via **DocuSign** or a similar e-signature service. The executed agreement incorporates these Terms of Service by reference. Payment is due as specified in the signed agreement.

In addition to per-cluster licensing fees, each active subscription includes a required **annual hosting charge of £2,400** billed as a separate line item. This charge covers standard AWS infrastructure usage as described in Section 9 (Hosting Costs, Overage, and Credits).

By executing a subscription, quotation, or agreement electronically through DocuSign or any other recognized e-signature service, the Client agrees to be bound by these Terms of Service as if signed in writing.

1.3 Trial or Evaluation Use

Affinity7 Consulting Ltd may, at its discretion, grant a limited license for trial or evaluation purposes. Any such trial or evaluation use remains subject to these Terms of Service unless a separate written agreement is executed. Trial licenses are provided "as is" without warranty, may be time-limited, and may include reduced functionality or restricted access. Upon expiry of the trial period, continued use of the Software requires execution of a paid subscription agreement.

2. Service Level Agreement (SLA)

Standard SLA

- **Quarterly Updates:** Delivered by the last day of each calendar quarter (Mar 31, Jun 30, Sep 30, Dec 31).
- **Critical Bug Fixes:** Resolved within 15 business days of notification.
- **Uptime Guarantee:** 99.9 % monthly uptime for cloud-hosted services.
- **4-Hour Downtime Allowance:** Up to 4 hours per month excluded from SLA breach calculations.

Remedies for SLA Breaches

In case of an SLA breach, you may choose one of the following remedies:

- **Missed Quarterly Updates:**
 - **Refund and Termination:** Prorated refund of the clawback liability percentage; service terminates immediately.
 - **Service Credit:** Credits equal to 1/12 of the annual fee per month impacted (capped at the clawback percentage).
- **Critical Bug Fix Delays / Uptime Breaches:** Same refund or credit options apply, capped as above.

3. Support Response Times

Standard Support:

- Responses within 24 hours (Mon–Fri 9 AM – 5 PM local time).
- Submit requests through the **“Talk to Sales”** form on our website with clear issue details.

Premium Support for Upgrades:

- Upgrades that affect mission-critical infrastructure may use booked premium support:
 - **4-Hour Support Window:** £750 (2-hour response inside window).
 - Additional hours £250 each.
- Premium support must be booked $\geq$ 72 hours in advance and is subject to availability.
- Resolution is not guaranteed but best efforts will be made.

4. 4-Hour Downtime Allowance

- Measured from the time Affinity7 Consulting Ltd is notified and begins response.
- Client-caused delays or network restrictions do not count against the SLA.

5. Clawback Clause

- Initial liability capped at 75 % of annual fee; reduces 25 % each quarter delivered until 0 % after Q3.
- Refunds or credits cannot exceed remaining liability or annual fee.

6. Exclusions

- **Scheduled Maintenance:** Sundays 12 PM–4 PM (local); critical maintenance with notice also excluded.
- **Client Network Issues:** Firewalls, VNET/VPN configuration, internet loss.
- **Force Majeure:** Events outside our reasonable control (e.g., cloud provider outages).
- **Non-Critical Bugs:** Do not materially impact core functionality.

6.1 Supported Configurations and Unsupported Options

Affinity7 Consulting Ltd tests and supports standard configurations and commonly used options in AKS and EKS. Optional or advanced provider-specific features may not be tested or certified. We will make reasonable efforts to assist, but they are not guaranteed to be supported under the standard subscription or SLA.

Additional development or testing required to support such configurations may be billed separately under our Kubernetes Consulting Services and is not eligible for refunds, credits, or clawbacks. Clients should consult Affinity7 Consulting Ltd before enabling non-standard options.

7. Kubernetes Consulting Services

Affinity7 Consulting Ltd offers specialized consulting services for Kubernetes environments on a case-by-case basis. To inquire, please use the **“Talk to Sales”** form on our website.

8. Hosting and Security

Each customer's software runs on a dedicated virtual machine within an isolated AWS account for enhanced security and privacy.

9. Hosting Costs, Overage, and Credits

Affinity7 Consulting Ltd provides each customer with a dedicated AWS environment to run the Software securely and in isolation. A separate **annual hosting charge of £2,400 (two thousand four hundred pounds sterling)** applies to cover standard AWS infrastructure usage for the customer's environment. This charge is invoiced annually in advance and renews each year in alignment with the subscription renewal date.

At the end of each subscription year, Affinity7 Consulting Ltd will review the actual AWS usage costs for the customer's environment. If the total AWS cost plus the 15 % administrative overhead is **less than £2,400**, the customer will receive a credit or renewal discount for the difference. If the total exceeds £2,400, the customer agrees to pay the difference immediately upon notification.

In the event of unusually high or sustained usage spikes that substantially exceed expected resource consumption, Affinity7 Consulting Ltd reserves the right to **pause or shut down** the affected environment to prevent additional costs until payment for the overage has been received.

Failure to pay the annual hosting charge or any overage amounts within seven (7) days of written notice may result in service suspension and, if unresolved, termination under Section 15 (Termination).

Customers are encouraged to contact Affinity7 Consulting Ltd in advance if they anticipate significant workload changes to avoid unexpected costs or service disruption.

10. Restrictions on Use

- Do not modify, adapt, translate, or create derivative works of the Software.
- Do not reverse engineer or attempt to discover source code.
- Do not rent, lease, sublicense, or distribute the Software to third parties.
- Do not use the Software in violation of applicable laws or regulations.

11. Ownership and Copyright

The Software is licensed, not sold. All rights remain with Affinity7 Consulting Ltd. Copyright © 2021-2024 Affinity7 Consulting Ltd. All rights reserved.

12. Quarterly Updates

Quarterly updates are provided only while your subscription remains active.

13. Disclaimer of Warranties

The Software is provided "as is" and "as available," without warranties of any kind.

14. Use at Your Own Risk

You use the Software entirely at your own risk. The Licensor is not liable for damage to hardware, software, data, or systems.

15. Limitation of Liability

Our liability will not exceed the amount paid for the current subscription term.

16. Termination

This Agreement remains effective until terminated. Upon termination, you must destroy all copies of the Software.

17. Governing Law

Governed by and construed under the laws of the United Kingdom. Disputes are subject to the exclusive jurisdiction of the courts of England and Wales.

18. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Modifications must be in writing and signed by both parties.

19. Data Handling and Privacy

We comply with the UK Data Protection Act 2018 and GDPR. See our [Privacy Policy](#) for details. By using the Software, you acknowledge and consent to our data practices as outlined therein. If you have privacy questions, use the **“Talk to Sales”** form on our website to contact us securely.

20. Non-Compete and Protection of Intellectual Property

You agree that neither you, your employees, contractors, consultants, affiliates, nor any external parties to whom you grant access will use, reproduce, capture screenshots or videos of, or otherwise disclose the graphical user interface (GUI), GitOps actions, design, or techniques derived from the Software to create or assist in creating a similar product or service.

No photos, recordings, or representations of the GUI or its workflow may be shared externally without prior written consent from Affinity7 Consulting Ltd. This restriction applies to all employees, contractors, and third parties with access to the Software.

The Software’s deployment automation processes, pipelines, templating, secrets management, zone management, permissions handling, and integration frameworks constitute Trade Secrets of Affinity7 Consulting Ltd and must be kept confidential indefinitely.

This clause does not restrict you from performing general Kubernetes consulting services unrelated to the Software’s proprietary methods. Non-compete obligations remain effective during your subscription and for two (2) years after termination.

You acknowledge that any breach may cause irreparable harm and that Affinity7 Consulting Ltd is entitled to seek injunctive relief and other remedies.

21. Changes to Terms

Affinity7 Consulting Ltd may update these Terms from time to time. Updates will appear at gitopsmanager.io/legal/terms-of-service.html with a revised effective date. Continued use of the Software after such updates constitutes acceptance of the new Terms.

By purchasing or subscribing to the Software, you acknowledge that you have read, understood, and agree to these Terms of Service.

Version: 1.0 | Effective Date: October 31, 2025 Commit: b571dbb