

END USER LICENSE AGREEMENT

LEEKi: Autonomous AWS Cost Optimization

Licensors: Verona Strategic LLC, a Florida limited liability company, doing business as LEEKi

Effective date: July 28, 2026

READ THIS AGREEMENT BEFORE SUBSCRIBING.

This Agreement governs software that takes autonomous actions inside your AWS account, including stopping compute instances and, upon your approval, deleting storage volumes. Sections 5, 9, and 10 limit what the Service warrants and what Licensors is liable for. Read them in full before enabling the Service on any account.

1. Definitions

As used in this End User License Agreement ("Agreement"), the following definitions apply:

- **"LEEKi," "we," "us," or "our"** means Verona Strategic LLC, a Florida limited liability company, doing business as LEEKi, and its permitted successors and assigns.
- **"Customer," "you," or "your"** means the entity that subscribes to the Service through AWS Marketplace.
- **"Service"** means the LEEKi software, APIs, scheduler, approval server, and all associated tooling that scans AWS accounts for waste and performs or queues remediation actions.
- **"AWS Account"** means the Amazon Web Services account or accounts on which Customer authorizes the Service to operate.
- **"AWS Marketplace"** means the Amazon Web Services online software marketplace through which Customer subscribes to the Service.
- **"Autonomous Action"** means a remediation action the Service executes without individual Customer approval, as described in Section 4.1.
- **"Approval Queue"** means the set of findings the Service presents for Customer authorization before any action is taken, as described in Section 4.2.
- **"Configuration"** means the settings Customer provides, including region scope, notification addresses, and production environment tagging.
- **"Subscription Fees"** means the fees payable for the Service as set out in the applicable AWS Marketplace offer.

2. Acceptance and Eligibility

This Agreement takes effect when you subscribe to the Service through AWS Marketplace, or when you first access or use the Service, whichever occurs first.

By subscribing, you represent that: (a) you have read, understood, and agree to be bound by this Agreement; (b) you are at least 18 years of age; (c) you have the legal authority to bind the entity on whose behalf you are acting; and (d) your use of the Service is not prohibited by applicable law.

If you do not agree to this Agreement, do not subscribe to or use the Service.

3. Relationship to AWS Marketplace

3.1 AWS is not a party. Amazon Web Services, Inc. and its affiliates ("AWS") are not a party to this Agreement. AWS has no obligation or liability with respect to the Service, and makes no warranty of any kind regarding it. All claims relating to the Service lie against LEEKi and not against AWS.

3.2 Order of precedence. Customer's transaction with AWS Marketplace, including billing, invoicing, taxes, and subscription mechanics, is governed by the AWS Customer Agreement and the AWS Marketplace terms between Customer and AWS. This Agreement governs the license to and use of the Service itself. Where this Agreement conflicts with the AWS Marketplace terms as to the transaction, the AWS Marketplace terms control as to the transaction only, and this Agreement controls in all other respects.

3.3 No amendment by purchase order. Any additional or conflicting terms in a Customer purchase order, vendor form, or similar document are void and of no effect unless signed by an authorized representative of LEEKi.

4. Description of the Service

LEEKi provides autonomous AWS cloud cost optimization. The Service connects to Customer's AWS Account through a cross-account IAM role, analyzes resource utilization and cost data, and either:

- Executes remediation actions that meet or exceed a fixed confidence threshold of 95 percent; or
- Places lower-confidence findings in an Approval Queue and notifies Customer for one-click authorization.

4.1 Autonomous action types. The following action category is eligible for autonomous execution when confidence is at or above the threshold:

- Stopping idle EC2 instances, after verifying sustained CPU utilization below one percent averaged over a multi-week window, and re-verifying that the instance is still idle immediately before the action is taken.

A stopped instance is not terminated. It can be restarted at any time.

4.2 Approval Queue action types. The following action categories are never autonomously executed and always require Customer approval:

- Deleting unattached EBS volumes. A safety snapshot is created first, and deletion proceeds only after Customer approval.
- EC2 instance type downsizing.
- Stopping RDS instances and deleting ElastiCache clusters.
- Savings Plan and Reserved Instance recommendations. These are presented for Customer information only. The Service never purchases a Savings Plan or Reserved Instance on Customer's behalf, and the IAM role Customer deploys grants no purchasing permission.
- Any action with a confidence score below the 95 percent threshold.

4.3 Production resource protection. The Service applies a three-layer production guard: (i) code-level checks for Environment, Env, Stage, and Tier resource tags, (ii) an IAM Deny policy applied to production-tagged resources, and (iii) a rule that any resource which is untagged, or whose production status cannot otherwise be verified, is held below the autonomous threshold and routed to the Approval Queue. Resources tagged as production environments are excluded from autonomous execution.

4.4 Irreversible actions are denied at the permission layer. The IAM role Customer deploys explicitly denies EC2 instance termination and the deletion of RDS database instances, clusters, and snapshots. These denials are enforced by AWS, independently of the Service's own logic.

4.5 No savings guarantee. LEEKi makes no guarantee regarding the amount of cost savings Customer will realize. Waste identified by the Service depends entirely on the state of Customer's AWS Account and may be zero.

4.6 Safety snapshot retention. Before deleting any EBS volume, the Service creates a safety snapshot in Customer's AWS Account. Safety snapshots are retained for thirty (30) days from creation, after which the Service automatically deletes them. During the retention period, snapshot storage is billed to Customer's AWS Account at standard AWS rates. Restoration of a deleted volume from its safety snapshot is only possible during the retention period. After the snapshot is deleted, the volume's data is unrecoverable. Customer may request a longer retention period by written notice to hello@leeki.io.

5. Authorization and AWS Account Access

This section describes the scope of permission Customer grants LEEKi to act inside Customer's AWS account. Read it in full before completing setup.

5.1 Grant of authorization. By deploying the LEEKi CloudFormation stack and providing the resulting IAM Role ARN to LEEKi, Customer authorizes LEEKi, until Customer revokes that authorization per Section 5.4, to:

- Assume the LEEKiRole cross-account IAM role in Customer's AWS Account;

- Read resource metadata, CloudWatch metrics, Cost Explorer data, and resource tags;
- Execute Autonomous Actions as described in Section 4.1 on resources that meet the confidence threshold and are not tagged as production environments;
- Execute any Approval Queue action described in Section 4.2 that Customer has approved, including deleting the EBS volume identified in that approval;
- Create EBS snapshots as safety backups prior to volume deletion; and
- Delete only LEEKi-created safety snapshots after the retention period described in Section 4.6. The IAM role denies deletion of any snapshot not created by the Service.

5.2 ExternalId security. LEEKi uses AWS IAM ExternalId conditions on all cross-account role assumptions. Customer must not share their ExternalId with third parties. LEEKi does not share ExternalIds across customers.

5.3 Scope limitation. LEEKi does not access, read, copy, transmit, or store the contents of EC2 instances, S3 objects, RDS databases, application logs, or any data residing inside Customer's workloads. The Service reads only resource metadata, configuration, utilization metrics, and cost allocation data.

5.4 Revocation. Customer may revoke LEEKi's access at any time by deleting the LEEKi CloudFormation stack from their AWS Account. Deletion of the stack removes the IAM role and terminates all access immediately. Revocation does not by itself cancel the AWS Marketplace subscription; Customer must separately cancel per Section 12.2.

5.5 Customer responsibility for configuration. Customer is solely responsible for the accuracy of the Configuration provided to LEEKi, including region scope, notification addresses, and production environment tagging. LEEKi executes actions based on the Configuration as provided. Misconfiguration that results in unintended actions is Customer's responsibility.

6. Customer Obligations

Customer agrees to:

- **Authorized accounts only.** Use the Service only on AWS Accounts that Customer owns or has explicit written authorization from the account owner to manage.
- **Production tagging.** Maintain accurate Environment, Env, Stage, or Tier resource tags on production resources prior to enabling the Service. Untagged resources are not treated as production, but are held below the autonomous threshold and routed to the Approval Queue.
- **Accurate Configuration.** Provide and maintain a Configuration that accurately reflects Customer's operational intent, including correct region scope and approval email addresses.
- **No circumvention.** Not attempt to circumvent the Service's safety controls, access controls, or confidence threshold through manipulation of configuration or resource tagging.
- **Account security.** Maintain the security of approval email accounts and approval tokens. Approval tokens are single-use and expire, but must not be shared with unauthorized parties.

- **Compliance with AWS.** Ensure all use of the Service complies with the AWS Customer Agreement and any applicable AWS service terms.
- **Lawful use.** Not use the Service for any unlawful purpose or in violation of any applicable regulation.

7. Subscription and Payment

7.1 Fees and billing. Subscription Fees, the subscription term, and the billing cycle are those set out in the applicable AWS Marketplace offer. AWS Marketplace bills Customer directly. LEEKi does not collect payment card details and does not invoice Customer separately for the subscription.

7.2 Money-back guarantee. LEEKi offers a 30-day money-back guarantee for new customers on their first subscription term. To request a refund within this period, Customer must send a written request to hello@leeki.io stating their AWS account ID and purchase date. Approved refunds are processed through AWS Marketplace. Refunds are not available for subsequent billing cycles.

7.3 No refunds after the guarantee period. Except as provided in Section 7.2 or required by applicable law, all Subscription Fees are non-refundable. Cancellation mid-term does not entitle Customer to a prorated refund.

7.4 Taxes. Subscription Fees are exclusive of any applicable sales, use, VAT, or similar taxes, which are handled through AWS Marketplace. Customer is responsible for all such taxes, except taxes on LEEKi's net income.

7.5 Price changes. LEEKi may adjust pricing for future subscription terms. Any change takes effect through a revised AWS Marketplace offer and does not alter the fees for a term already purchased.

8. Confidentiality

8.1 Mutual obligations. Each party ("Receiving Party") agrees to hold in confidence all Confidential Information of the other party ("Disclosing Party") and to use such information solely for the purpose of performing its obligations or exercising its rights under this Agreement.

8.2 Definition. "Confidential Information" means any non-public information disclosed by a party, including technical data, trade secrets, business plans, customer lists, financial information, and the contents of Customer's Configuration and savings reports.

8.3 Exceptions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without use of Confidential Information; or (d) is required to be disclosed by law or court order, provided the Receiving Party gives prompt written notice to the Disclosing Party where legally permissible.

8.4 Survival. Confidentiality obligations survive termination of this Agreement for three (3) years.

9. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." LEEKI EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

LEEKi does not warrant that: (a) the Service will be uninterrupted, error-free, or free of harmful components; (b) any specific amount of cost savings will be achieved; (c) the Service will identify all instances of cloud waste in Customer's AWS Account; (d) autonomous or approved actions will produce the intended result in all cases; or (e) safety snapshots created prior to EBS deletion will be accessible or complete in all failure scenarios.

Some jurisdictions do not allow the exclusion of implied warranties. In such jurisdictions, the above exclusions apply to the maximum extent permitted by law.

10. Limitation of Liability

THIS SECTION LIMITS LEEKI'S LIABILITY TO CUSTOMER. READ IT CAREFULLY.

10.1 Exclusion of consequential damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LEEKI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, WHETHER OR NOT LEEKI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY (TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE).

10.2 Cap on liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEEKI'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY CUSTOMER FOR THE SERVICE IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

To the extent applicable law renders this limitation unenforceable as to any particular claim, it shall remain in full force and effect as to all other claims, and shall be reduced only to the minimum extent required by law rather than disregarded.

10.3 Basis of the bargain. Customer acknowledges that LEEKi has set its Subscription Fees and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties set forth herein, and that such limitations represent an essential element of the basis of the bargain between the parties.

10.4 Application to infrastructure actions. For the avoidance of doubt, the limitations in this Section 10 apply to any claim arising from Autonomous Actions taken by the Service in Customer's

AWS Account, including the stopping of EC2 instances, the deletion of EBS volumes following Customer approval, and any downstream effects on Customer's applications, workloads, or data.

10.5 Persons protected. The disclaimers in Section 9 and the limitations in this Section 10 apply to LEEKi and to its members, managers, officers, employees, contractors, and agents. Each of them is an intended third-party beneficiary of Sections 9 and 10 and may enforce them directly.

11. Indemnification

11.1 Customer indemnification of LEEKi. Customer agrees to indemnify, defend, and hold harmless LEEKi and its members, managers, officers, employees, contractors, agents, and successors from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's breach of this Agreement; (b) Customer's misuse of the Service, including use on unauthorized AWS Accounts; (c) Customer's failure to maintain accurate production environment tagging; (d) Customer's approval of Approval Queue actions; (e) Customer's Configuration, including any errors or omissions in it; or (f) Customer's violation of any applicable law or third-party rights.

11.2 LEEKi indemnification of Customer. LEEKi agrees to indemnify, defend, and hold harmless Customer from and against third-party claims that the Service, as provided and used in accordance with this Agreement, infringes any third-party intellectual property right. LEEKi's obligations under this Section 11.2 do not apply if the claim arises from Customer's modification of the Service, use of the Service in combination with products not provided by LEEKi, or Customer's failure to implement updates provided by LEEKi.

12. Term and Termination

12.1 Term. This Agreement commences on the date determined under Section 2 and continues until terminated as provided in this Section.

12.2 Termination by Customer. Customer may terminate by cancelling the subscription through AWS Marketplace and revoking LEEKi's AWS Account access per Section 5.4. Termination takes effect at the end of the current subscription term. No refunds are provided for the remainder of a paid term except as described in Section 7.2.

12.3 Termination by LEEKi. LEEKi may terminate this Agreement or suspend access to the Service immediately upon written notice if: (a) Customer materially breaches this Agreement and fails to cure the breach within 14 days of notice; (b) Customer uses the Service on unauthorized AWS Accounts; or (c) LEEKi determines that continued access poses a security or legal risk.

12.4 Effect of termination. Upon termination: (a) all license rights granted under this Agreement terminate immediately; (b) Customer must revoke LEEKi's AWS Account access per Section 5.4; (c) LEEKi will delete Customer's Configuration and savings reports within 90 days; and (d) all provisions that by their nature should survive termination shall survive, including Sections 8, 9, 10, 11, 13, and 14.

13. Dispute Resolution and Arbitration

13.1 Informal resolution. Before initiating any formal proceeding, the parties agree to attempt to resolve any dispute by written notice to the other party describing the claim in detail. The parties will negotiate in good faith for 30 days after notice is received.

13.2 Binding arbitration. If informal resolution fails, any dispute, claim, or controversy arising out of or relating to this Agreement or the Service shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator and seated in Florida. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

13.3 Class action waiver. CUSTOMER AND LEEKI EACH WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. DISPUTES MUST BE BROUGHT INDIVIDUALLY.

13.4 Exceptions. Notwithstanding Section 13.2, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration.

14. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of law provisions. For any matter not subject to arbitration under Section 13, the parties consent to the exclusive jurisdiction of the state and federal courts located in Florida.

15. General Provisions

15.1 Entire agreement. This Agreement, together with the applicable AWS Marketplace offer and LEEKi's Privacy Policy, constitutes the entire agreement between the parties regarding the Service and supersedes all prior agreements, representations, and understandings, whether written or oral.

15.2 Modifications. LEEKi may update this Agreement for future subscription terms by publishing a revised version through AWS Marketplace. The version in effect when Customer's current term began governs that term.

15.3 Severability. If any provision of this Agreement is found to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

15.4 No waiver. Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce that provision in the future.

15.5 Assignment. Customer may not assign or transfer this Agreement or any rights under it without LEEKi's prior written consent. LEEKi may assign this Agreement in connection with a merger,

acquisition, or sale of substantially all of its assets. Any attempted assignment in violation of this Section is void.

15.6 Force majeure. Neither party shall be liable for delays or failures in performance resulting from events outside its reasonable control, including acts of God, government actions, AWS service outages, cyberattacks, or natural disasters, provided the affected party gives prompt notice and uses commercially reasonable efforts to resume performance.

15.7 Independent contractors. The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, franchise, or employment relationship.

15.8 Notices. All legal notices under this Agreement must be in writing and delivered by email with confirmed receipt, or by nationally recognized overnight courier to the address on file for each party. Notices to LEEKi must be sent to hello@leeki.io.

15.9 US availability. The Service is offered for use in the United States. Customer is responsible for compliance with any laws applicable to its own jurisdiction.

16. Contact

Questions about this Agreement should be directed to:

Verona Strategic LLC, doing business as LEEKi

hello@leeki.io

leeki.io

© 2026 Verona Strategic LLC. All rights reserved.