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TERMS AND CONDITIONS FOR NORTH SERVICES

These Terms and Conditions for North Services (these "**Terms**") apply to your ("**you**" or the "**Client**") access and use of any products, services, or functionality provided by North Cloud Holdings Inc. ("**North**") via the website located at www.north.inc (the "**Site**"), any application provided by North ("**Application**"), and all associated websites linked to or within such Site or Application. The Site, Application, and all products and services delivered thereunder are property of North.

BY USING THE SITE, APPLICATION, OR BUYING/TESTING ANY PRODUCT OR SERVICE FROM NORTH, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE, APPLICATION, OR ANY OF NORTH'S PRODUCTS OR SERVICES.

Your agreement to these Terms is made at the earliest of the time you submit a purchase order to North, click 'accept terms' on the Application or Site, your first use of the Application, Site, or North product or services, or you otherwise agreeing & acknowledging the Terms. If the individual accepting this agreement is accepting on behalf of a company or entity, then the terms "you" or "Client" may refer to the entity as well as any individual representing that entity. You are responsible for and these Terms govern anyone accessing the Site, Application, or North's products or services on your behalf, including without limitation your employees and agents.

Changes to Terms – North may modify these Terms at any time by publishing the updated version on its website, with the "Last Updated" date reflecting the effective date of the changes. If you are operating under North's standard Master Services Agreement, you will have ninety (90) days from the date the changes are posted to request revisions, negotiate alternatives, or continue under existing terms. If no such request is made within this period, the updated Terms will be deemed accepted.

Section A - Explanation of Terms

1. Applicability. These Terms and any accompanying (i) purchase order signed by you and North, (ii) quote delivered by North, or (iii) Master Service Agreement signed by you and North comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, between you and North both written and oral. In the event of any conflict between these Terms and any other document between the parties, these Terms shall govern. These Terms prevail over any of Client's general terms and conditions regardless of whether or when Client has submitted its request for proposal, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

2. Authorized Representative. Client agrees that any employee who interacts with North or who signs or authorizes purchase orders, or services from North is of reputable standing within their organization and is someone who has buying/purchasing authority on behalf of their

organization. North will have no liability for following the direction of any such authorized representative concerning your Services.

3. Definitions.

(a) Billing Account. Refers to the Client's billing account attached to projects, users, resources, etc. in AWS or GCP that are managed, attached and/or affiliated with the end user Client.

(b) Cloud Provider. Refers to any company that provides on-demand, scalable computing resources like computing power, data storage, or applications, namely AWS (Amazon Web Services) and GCP (Google Cloud) without direct active management by the user.

(c) Savings Reservations, Savings Plans, Subscriptions, Flexible CUDs, Flexible RIs, Flexible Savings Plans. Cloud Vendor Discounts that are subscribed through North and covered by North's managed service. Applicable in calculating net savings, and therefore savings fees. These instances are discounting associated with Client cloud usage, that North will eliminate, limit, or reduce Client term commitments to Cloud Provider or fully manage on behalf of the Client. These can include but not be limited to Reserved Instances, Savings Plans, or CUDs that North purchases for Client environments on their behalf.

(d) North. Refers to North Cloud Holdings Inc., including any/all contractors, employees and subsidiaries.

(e) RIs, Savings Plans, CUDs & Reservations. Refers to Committed Use Discounts and/or any/all reservations (i.e., Reserved Instances or savings plans from AWS). These can be purchased directly from AWS by the Client or managed and purchased on the Client's behalf by North as part of North's services. North is not obligated to pay/manage any CUDs, reservations, bills, or charges from the Client's VPC or cloud resources.

(f) Savings Fees and/or Flex Fee. Fees are classified as any agreed-upon commissions, fees, or charges that the Client agrees to pay North as part of the Service. Specifically, Fees are calculated by the Client's net savings off of what would otherwise be the Cloud Provider's publicly available list pricing. For example, if a $1/hr server instance at list price is being charged at a net price of $.45/hr via North, the example savings would be $.55/hr.

(g) Managed by North. The customer may see reservations/commitments in the North app labeled as managed by North. These reservations, if no longer needed or canceled in the future, would leave the customer billing environment, and the customer no longer would pay for the hourly cost of this commitment if no longer needed. Timing of the change/cancellation is governed by the cancelation window.

(h) Insured by North. The customer may see reservations/commitments in the North app labeled as Insured by North. These reservations, if no longer needed or canceled in the future, are covered by North commitment insurance, and North would repay any unused hourly costs of these commitment(s) in the future if the customer is no longer utilizing them. Insured commitments are only repaid if all other terms of this agreement are adhered to, and are paid monthly at the cost of the commitment. North reserved the right to work with the cloud provider to move this commitment at the cloud providers discretion.

Section B – Service Terms

1. Services. All parties understand and adhere to the general purpose of the North service, which can be simplified as: Client allows North to view Cloud Infrastructure, manage cloud finance visibility and make/manage savings plan reservations (the "**Services**"). Client agrees & understands any suggestions of cost savings and any impact said suggestions may have on the overall application design are for Client to vet and review thoroughly and North will have no liability for decisions made by Client, even if such decision is based on a suggestion from North.

2. North Obligations. North represents and warrants to Client that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under these Terms. North agrees they cannot edit, alter, manage, or otherwise tamper with instances, networks, or any settings within the Client cloud environment unless otherwise authorized or directed. North will have read-only permissions on attributes that assist North in providing the Services, including suggesting & architecting cost savings results.

3. Client Obligations. Client shall:

(a) allow North agreed upon IAM roles in the Cloud Provider console for the sole purpose of understanding system utilization & buying posture for the Client per these Terms;

(b) cooperate with North in all matters relating to the Services and provide such access to Client's Cloud Infrastructure as may reasonably be requested by North to perform the Services;

(c) respond promptly to any North request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for North to perform Services in accordance with these Terms;

(d) provide such Client materials or information as North may request to carry out the Services in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects;

(e) pay any and all fees that have been communicated to them by North, in due time & manner;

(f) Not to hack or perform any action with the intent of introducing to North or the Services any viruses, defects, Trojan horses, malware, or any items of a destructive nature;

(g) Not to abuse or hack North or the Services in any way nor perform any negligent or maliciously harmful actions, including short-term cost discounting which would result in financial harm for North; and

(h) Not to use North or the Services in any way that violates any applicable federal, state, or local law or regulation or for a reason other than as specifically provided or intended under these Terms.

4. Client's Acts or Omissions. If North's performance of its obligations under these Terms is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, North shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Relationship with Cloud Provider. North is not and will not be responsible for any cloud service, performance, or application outages or issues. All of which will be handled directly between the Client & the Cloud Provider, as always. All parties agree that neither these Terms nor the provision of Services will release, edit, or change any existing SLAs, agreements, or exchanges between the Client & the Cloud Provider. Client hereby agrees that North, under no circumstance, is to be held liable for any outages or issues with services, products, or projects with the Cloud Provider and Client. Additionally, Client understands that any and all minimum spend agreements in place between Client and their Cloud Provider will remain unchanged under these Terms and despite any agreement with North and that it is solely the Client's responsibility to manage and judge their optimization versus any open minimum spend agreements with their Cloud Provider. North is not responsible and will not be held liable for any fees associated with a Client not satisfying the minimum spend or minimum revenue agreements that are made directly between such Client and their Cloud Provider. For example, if you have an enterprise agreement with a Cloud Provider and do not reach the agreed upon minimum spend, even if due to the fact that North has optimized your costs, then any fees you incur from the Cloud Provider as a result are solely your responsibility.

6. Term and Renewal. North supports monthly flexibility both in the application & software service, and the hosting/management of cloud discount reservations (within adherence to the handoff windows in the MSA or agreed between customer/provider). Client understands that any reservations subscribed to, from the cloud provider, via the North platform will be governed by the start date & end date of the reservation with said cloud provider. The administration of the reservation within the customer account, billing or, or billing group may be flexible via North's discount management.

7. Termination by North. In addition to any remedies that may be provided under these Terms, North may terminate these Terms with immediate effect upon written notice to Client, if Client:

(i) fails to pay any amount when due under these Terms;

(j) has not otherwise performed or complied with any of the terms of these Terms, in whole or in part; or

(k) becomes insolvent, files a bankruptcy petition, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

North reserves the right to limit exposure for North in any way shape or form if the Client is acting in any malicious way. Both organizations are to treat each other as valued business partners, crucial to each other's mutual growth & success, any failure to do so will allow North to cancel this agreement and subsequent Services.

8. Service Alterations; Termination by Client. North will allow for any reduction request to be fulfilled within 30 days of the Client making that request for requests that result in $10,000 or less of service, this includes full-service cancellations of that value threshold. For reductions or cancellations that result in over $10,000 in monthly value/cost, North reserves the right of up to 120 Days to remediate that request. The time between the Client making any reduction request and such request being fulfilled will be known as the "handoff window". Client agrees that costs accrued by the client during the handoff window will be solely for the client to pay as long as within the limitations of the MSA & agreement with North. Client reduction request amount is the average amortized monthly cost reduction request made in a given calendar month or month(s). Many subsequent requests of smaller amounts, within the 30 day window may trigger the larger handoff window (120 days) if the $10,000/mo cost limit for the 30 day window is fulfilled.

(a) North reserved the right to allow the customer to keep any Savings Plans, RIs or CUDs past the maximum handoff window(governed by this agreement or any additional or subsequent agreements that add or alter these terms), longer then the handoff window if North doesnt have a sufficient handoff party or customer that can take the Savings Plan, RI, CUD or discount commitment. In this scenario North & the customer, must adhere to the following:

(i) North no longer will charge a savings fee for the commitment(s) or portion of the commitments, as long as the customer still has 100% utilization need for these commitments.

(ii) All parties work to broker a handoff of these agreements as soon as possible, past the handoff window(s).

(b) For Google Cloud spend based CUDs only, enabled on auto-pilot by customer, any full service cancelation that includes spend based CUDs made on behalf of the customer, the customer agrees to remaining take over term commitment if the commitment is sufficiently being utilized at the time of service cancelation, and released North of any insurance obligation against this commitment if and only if a full service cancelation is requested and/or Savings Fees or North invoices are no longer being paid.

9. Payment Terms.

(l) Fees. Fees can include software or platform fees to access features, governed by North's pricing program: https://www.north.cloud/pricing

(i) Fees including platform and savings fees, and applied on a per organization or billing organization basis.

(m) Platform Fee: Currently North supports 2 public pricing programs that dictate monthly platform fee. *Startup* is $99/mo for billing organizations up to $75k/mo in total cloud spend, and *Premier* which is $699/mo for billing organizations above $75k/mo in cloud spend. North also supports a program called Premier Plus, for companies with spend over $1m/mo in the cloud. Pricing and terms for Premier plus are private, and can be shared by contacting the North sales team.

(n) Savings Fees. Pricing and fees are calculated by using net list unit cost projected at a consistent usage rate (in hours, minutes used per month etc.) and what the new cost under North (Flex CUD, Flex Savings Plan, Flex RI)s would be using the same parameters. This delta ("savings") is what North uses as "savings" to total fees. North offers savings plans and managed discounting services for both AWS & GCP. If such Cloud Providers change their buying plans, models or incentive programs these Terms are subject to change.

(o) Savings Fees (for Both AWS & GCP): for Compute Savings Plans, Reserved Instances in AWS. 30% Net Savings Achieved Per Month off of List Price or on-demand equivalent for Startup, and 20% Net Savings Achieved Per Month off of List Price or on-demand equivalent for Premier.

(p) Invoices. Invoices will be issued by the 15th of each month for the prior month's cloud usage, fees, savings fees, taxes and any/all fees the Cloud Provider assigns to Client's account. Invoices must be paid within ten (10) days of issuance, unless otherwise directed by North. Failure to pay invoices, or consistently pay invoices on time can result in North eliminating Client from service, in which any/all unpaid fees, invoices, savings plans/reservations will be billed to such Client, and require immediate payment.

(q) Trueups: North reserves the right to meter usage of data services, to ensure adherence to service quantity limitations in the pricing matrix. If there is a breach of limitations of dataservices North can alter the "version" of pricing, and bill the customer for the correct pricing version.

(r) Late Payments. In the event payments are not received by North after becoming due, North may:

(i) charge interest on any such unpaid amounts at a rate of 1% or total past due bill per month for "startup/autopilot" Clients and 5% of past due invoice per month for "enterprise" Clients, or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and

(ii) suspend performance for all Services until payment has been made in full.

(s) Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

Section C – General Terms.

2. Intellectual Property. Both parties are permitted to use each other's logos solely for website marketing of the business relationship. If either party wishes to opt out of this, they can do so at any time with written notice. No intellectual property rights, including copyrights, patents, inventions (whether patentable or not), trademarks, service marks, trade secrets, logos, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") will pass from North to the Client in the course of performing the Services.

3. Confidential Information. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of all non-public, confidential or proprietary information (the "Confidential Information") of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to the Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, before any disclosure of Confidential Information to such employees.

4. Disclaimer of Warranties. NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

5. Indemnification. North shall hold Client harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided North is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; North will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by North, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by North, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Service is not strictly in accordance with these Terms. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by North to be infringing, North may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement substantially similar features and functionality, (b) option for Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate these Terms and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the Service.

6. Limitation of Liability.

(a) IN NO EVENT SHALL NORTH BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO NORTH IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Section D – Additional Terms

1. Waiver. No waiver by North of any of the provisions of these Terms is effective unless explicitly outlined in writing and signed by North. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

2. Purchasing Subprocessor; No Reseller Relationship – The Client acknowledges and agrees that North acts solely as a purchasing subprocessor on the Client's behalf for the procurement of cloud services from third-party providers, including but not limited to Amazon Web Services ("AWS") and Google Cloud Platform ("GCP"). North does not act as, and shall not be deemed to be, an authorized reseller or distributor of such cloud services. All such services are provided pursuant to the applicable provider's general or public master services agreement, terms of service, or equivalent agreement in effect between North and the provider, and the Client's use of those services remains subject to those terms. Nothing in this Agreement shall be construed to create any direct contractual relationship between the Client and the cloud provider other than as may be separately established by the Client.

3. Force Majeure. North will not be liable or responsible to you, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent such failure or delay is caused by or results from acts beyond North's reasonable control, including, without limitation, the following force majeure events (each a "**Force Majeure Event**"): (acts of God; (natural disaster, epidemic, or pandemic; (war or other civil unrest; (government order, law, or action; (strikes, labor stoppages or other industrial disturbances; (telecommunication breakdowns, power outages or shortages; and (other similar

events beyond the reasonable control of North. North will resume the performance of its obligations as soon as reasonably practicable after the removal of the Force Majeure Event.

4. Assignment. Client shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of North. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under these Terms.

5. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

6. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed by the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York. Any dispute between the Parties regarding these Terms will be subject to the exclusive venue of the state and federal courts in New York County, New York. The Parties hereby consent to the exclusive jurisdiction and venue of such courts.

7. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in an order form or to such other address that the receiving party in writing may designate. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

8. Severability. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction and the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in these Terms. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

9. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Confidentiality and Survival.

10. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

Section E – Service Administration of North

1. Non-verbal termination. Client agrees to alert North of any reduction requests, or service changes/cancelations via email, or slack. This can include but not limited to: turning off of North IAM permission(s), removal of North accounts/projects from billing organization, leaving North's billing organization. Client agrees that in the timeline from service leave to when North is alerted or recognizes the leave, client is still responsible for any and all normal costs with respect to reservations made via North. Client also understands a penalty of $10,000 can be assessed for such actions.

2. Authorization of Growth. Authorized personnel can communicate, confirm or authorize additional subscription growth via slack or email.

3. Engineering & Usage based optimization. Parties agree that features or services rendered that help client understand and optimize machine or service architecture within cloud provider systems are to be vetted by client engineering teams & leadership before any changes are made. Liability & responsibility to vet, test, approve & administer technical architecture changes are solely the client's.