

TERMS OF SERVICE

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.cloud (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.

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 agree & acknowledge 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.**
 1. **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.
 2. **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.
 3. **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

employees and subsidiaries.

5. 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.
6. 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.
7. Platform Fee. Monthly fee paid by customer in order to access North software.
8. 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.
9. Automated by North. The customer may see reservations/commitments in the North app labeled as Automated by North. These reservations, are purchased by the North software, and managed by the customer, via North's autobot feature.
10. Automation Fee. Fees paid for North's autobot feature. Metered as a percentage of the cost of the commitments being automatically managed per month.

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:
 1. 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;
 2. 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;
 3. 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;
 4. 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;
 5. pay any and all fees that have been communicated to them by North, in due time & manner;

7. 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
 8. 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:
 1. fails to pay any amount when due under these Terms;
 2. has not otherwise performed or complied with any of the terms of these Terms, in whole or in part; or
 3. 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.
 1. 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

30 day window is fulfilled.

1. 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:
 1. 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.
 2. All parties work to broker a handoff of these agreements as soon as possible, past the handoff window(s).
2. 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 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.
3. Autobot Usage. Customers using autobot understand and agree that commitment vehicles purchased via Autobot are the customers direct commitments to the cloud vendor, and payment and adherence to the commitment timeframe is the customers sole responsibility.

9. Payment Terms.

1. Fees. Fees can include software or platform fees to access features, governed by North's pricing program: <https://www.north.cloud/pricing>
 1. Fees including platform and savings fees, and applied on a per organization or billing organization basis.
2. Platform Fee:
 1. 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. (for Both AWS & GCP): for Compute Savings Plans, Reserved Instances in AWS. 25% 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.
 2. Automation Fees. Pricing for month for commitments being purchase and automated by North. These fees are present each month the commitment cost is accrued. Totaled as a percentage of the monthly commitment cost(s). For startup the fee is 3.5%, for Premier the fee is 1.5%
3. 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.
4. Late Payments. In the event payments are not received by North after becoming due, North may:

or related 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.

1. 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.
2. Confidential Information.
 1. Confidential Information. Each party agrees to take reasonable measures to protect the secrecy of and prevent the unauthorized access, use, or disclosure of all non-public, confidential, or proprietary information ("Confidential Information") of the other party. Each party shall use the other party's Confidential Information solely as necessary to perform its obligations or exercise its rights under these Terms and shall protect such Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care.
 2. Client Data. As between North and Client, Client retains all right, title, and interest in and to all data, information, cloud usage data, billing data, logs, configurations, account information, and other information submitted to, accessed by, or processed through the Services on Client's behalf ("Client Data"). Except for the limited rights expressly granted under these Terms, North acquires no ownership interest in Client Data.
 3. License and Permitted Use. Client grants North a limited, non-exclusive right to access, use, process, transmit, store, and otherwise handle Client Data solely as reasonably necessary to provide, operate, secure, maintain, support, and improve the Services, fulfill North's obligations under these Terms, and comply with applicable law. North will not sell Client Data.
 4. Data Security. North shall maintain commercially reasonable administrative, technical, and organizational safeguards designed to protect Client Data against unauthorized access, acquisition, use, disclosure, alteration, or destruction. North shall limit access to Client Data to personnel, contractors, affiliates, and service providers who require such access for legitimate purposes related to providing or supporting the Services and who are subject to appropriate confidentiality obligations.
 5. Subprocessors and Service Providers. Client acknowledges that North may use third-party infrastructure providers, subprocessors, contractors, and other service providers in connection with the operation, hosting, security, support, and delivery of the Services. North shall remain responsible for requiring such parties to process Client Data in accordance with applicable confidentiality and data protection obligations.
 6. Security Incidents. In the event North becomes aware of unauthorized access to or acquisition of Client Data within North's systems that materially compromises the security or confidentiality of Client Data (a "Security Incident"), North shall notify Client without undue delay and shall take commercially reasonable measures to investigate, contain, and remediate the Security Incident. North's notification of a Security Incident shall not constitute an admission of fault or liability.
 7. Aggregated and De-Identified Data. Notwithstanding anything to the contrary in these Terms, North may generate and use aggregated, statistical, and de-identified information derived from use of the Services for analytics, benchmarking, security, product development, service improvement, and other legitimate business purposes, provided that such information does not

North may delete Client Data in accordance with North's standard data retention practices, except to the extent North is required to retain such information by applicable law or such information remains in routine backup or archival systems, in which case it shall remain subject to the confidentiality and security obligations contained herein.

9. Data Processing Addendum. To the extent North processes personal data on behalf of Client that is subject to applicable data protection laws requiring a data processing agreement, the parties may enter into North's then-current Data Processing Addendum ("DPA"), which shall govern such processing.

3. 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.

4. Indemnification.

1. Indemnification by North. North shall defend, indemnify, and hold harmless Client and its officers, directors, and employees from and against any third-party claims, actions, damages, liabilities, judgments, settlements, costs, and reasonable attorneys' fees arising from a claim that the Services, when used by Client in accordance with these Terms, infringe or misappropriate a third party's United States patent, copyright, trademark, or trade secret.
2. North shall have no obligation under this Section to the extent a claim results from: (i) Client Data or materials provided by Client; (ii) modification of the Services by anyone other than North; (iii) combination of the Services with products, services, processes, or materials not provided or approved by North; (iv) Client's continued use of the Services after North has notified Client to discontinue such use; or (v) Client's use of the Services in violation of these Terms.
3. If the Services become, or in North's reasonable opinion are likely to become, subject to an infringement claim, North may, at its option: (i) modify or replace the affected Services so they are substantially equivalent and non-infringing; (ii) obtain the right for Client to continue using the affected Services; or (iii) terminate the affected Services and refund any prepaid, unused fees attributable to the terminated Services.
4. Indemnification by Client. Client shall defend, indemnify, and hold harmless North, its affiliates, and their respective officers, directors, employees, contractors, and agents from and against any third-party claims, actions, damages, liabilities, judgments, settlements, costs, and reasonable attorneys' fees arising out of or relating to: (i) Client Data or materials provided, transmitted, or made available by Client; (ii) Client's use of the Services in violation of these Terms or applicable law; (iii) Client's cloud infrastructure, applications, accounts, configurations, or business operations; (iv) instructions, authorizations, configurations, rules, filters, allocations, or other parameters established or approved by Client in connection with the Services, including CostStreams or automated features; or (v) Client's infringement, misappropriation, or violation of any third-party right.
5. Indemnification Procedure. The party seeking indemnification shall promptly notify the indemnifying party in writing of any claim for which indemnification is sought; provided that failure to provide prompt notice shall relieve the indemnifying party of its obligations only to the extent materially prejudiced by such failure. The indemnifying party shall have control of the defense and settlement of the claim, and the indemnified party shall provide reasonable cooperation at the indemnifying party's expense. The indemnifying party may not enter into any settlement that admits liability or wrongdoing by, or imposes any non-monetary obligation upon, the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed.

5. Limitation of Liability.

1. 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

2. 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**"): (a) acts of God; (b) natural disaster, epidemic, or pandemic; (c) war or other civil unrest; (d) government order, law, or action; (e) strikes, labor stoppages or other industrial disturbances; (f) telecommunication breakdowns, power outages or shortages; and (g) 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

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: the following provisions: Definitions; Confidential Information (including Client Data and Data Security); Intellectual Property; Disclaimer of Warranties; Indemnification; Limitation of Liability; accrued payment obligations; Governing Law and Jurisdiction; Notices; Severability; and Survival..
10. Amendment and Modification. Except as expressly permitted in the "Changes to Terms" section above, this Agreement may only be amended or modified in a writing that specifically states it amends these Terms and is signed by an authorized representative of each party. Notwithstanding the foregoing, North may modify these Terms in accordance with the "Changes to Terms" section, and any such modification will become effective and binding as provided in that section without requiring a signed writing. Any term specifically negotiated by the parties and set forth in a purchase order or Master Services Agreement signed by both parties may be amended only by a writing signed by both parties.

Section E – Additional terms for 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.
4. Use of AI in North.cloud. At North.Cloud, we understand that security and data privacy are paramount when integrating AI agents into your cloud infrastructure. We adhere to the following principles in treatment of customer data & confidentiality when it comes to our AI product Noros, or any use of AI within the North platform.
 1. Customer data is not used in training models.
 2. All cloud data (usage data, spending data, logs or any data used in the North platform) is kept private.
 3. We never sell or use data for sharing to 3rd parties for any reason.
 4. Customer instances and data are protected in cloud VPNs.
 5. North only uses self hosted foundational models. We never use open models, any models outside of our VPN, or any models built, run or hosted outside the US.
 6. North adheres to strict data data isolation, meaning customer data can never cross pollinate with other customer data.
 7. North offers customers an opt out of any AI features on the North platform.
5. Rightsizing automation. For any customers now or in the future using North's automation of Rightsizing ("change windows") customers agree to manage liability of machine changes, and vet process of change, to mitigate any impact on

6. Cost Stream usage for finance ops, showback & invoicing. For any customer currently using or that may in the future use North's CostStream feature, the parties agree that the configuration, administration, and ongoing management of CostStreams are the sole responsibility of the customer. This includes establishing, maintaining, and validating all applicable rules, filters, allocations, splits, business unit logic, and other configurations to ensure they accurately reflect the customer's business requirements.

1. The customer is also solely responsible for reviewing and validating the accuracy of all outputs generated through CostStreams, including margins, chargebacks, showbacks, invoices, and other billing or financial operations. North shall have no responsibility or liability for inaccuracies, errors, omissions, financial losses, cash flow impacts, or other consequences arising from the customer's configuration, administration, or use of CostStreams or its outputs.

7. Autobot usage & authorization.

1. Authorization. Client acknowledges that North's Autobot feature is an automated commitment management service that may purchase, modify, exchange, or otherwise manage cloud commitment vehicles, including Savings Plans, Reserved Instances, CUDs, reservations, and similar commitment-based discount programs ("Commitments"), on Client's behalf. By enabling Autobot, Client expressly authorizes North and the Autobot feature to take such actions on Client's behalf within the settings, parameters, permissions, limits, and configurations established or approved by Client. Client acknowledges and agrees that actions taken by Autobot within such authorized parameters do not require separate or individual approval from Client and shall be deemed authorized by Client.
2. Client Commitments. Any Commitments purchased or entered into through Autobot are direct commitments of Client to the applicable Cloud Provider. Client is solely responsible for all payment obligations, minimum usage requirements, commitment periods, fees, charges, and other obligations associated with such Commitments.
3. Client Configuration and Oversight. Client is solely responsible for establishing, reviewing, and maintaining the settings, permissions, limits, configurations, and other parameters applicable to its use of Autobot. Client is responsible for determining whether Autobot and any Commitments purchased through Autobot are appropriate for Client's cloud usage, financial requirements, and business operations. North will stage commitment purchase schedules in our coverage page, viewable at anytime by client.
4. Automated Actions. Client acknowledges that Autobot operates automatically based on Client-authorized parameters and available cloud usage and billing information. Client accepts responsibility for Commitments properly purchased or managed by Autobot within such authorized parameters, including changes in Client usage, infrastructure, business requirements, or other circumstances occurring after a Commitment is purchased.
5. Cloud Provider Obligations. Commitments purchased through Autobot remain subject to the applicable Cloud Provider's terms, pricing, availability, restrictions, and commitment periods. North does not control and is not responsible for changes made by a Cloud Provider to its services, pricing, discount programs, commitment structures, or terms.
6. Disabling Autobot. Client may disable Autobot in accordance with the functionality made available through the Services. Disabling Autobot will prevent future automated actions to the extent supported by the applicable Cloud Provider and North's Services, but will not cancel, terminate, or otherwise relieve Client of any Commitment or obligation entered into prior to Autobot being disabled.
7. Limitation of Responsibility. North shall not be responsible or liable for losses, underutilization, unused Commitments, changes in Client usage, changes in Cloud Provider pricing or programs, or other costs arising from Commitments properly purchased or managed by Autobot within Client's authorized parameters. Nothing in this Section limits North's obligations with respect to actions taken outside the authority granted by Client under this Section.

