Commit’s Flex Savings Plan Coverage Disclaimer

The coverage levels and cost savings projections associated with Commit’s AWS Savings Plan Coverage offering, as set forth in the transaction documents in effect between the parties (the "Service"), constitute good-faith estimates based on available data. Such estimates do not constitute any guarantee, warranty, or binding commitment regarding specific coverage percentages or cost savings outcomes.

Actual coverage and optimization outcomes may vary significantly due to numerous factors beyond Commit’s reasonable control, including but not limited to: (i) Customer’s usage patterns and decisions; (ii) infrastructure configurations; (iii) AWS policies, pricing, and service changes; (iv) external market conditions; (v) regulatory requirements; and (vi) Customer's adherence to Commit's optimization guidance. It is clarified that Commit’s ability to provide accurate, proactive optimization is dependent on visibility into usage patterns and coordination with Customer. Any deviation from Commit’s guidance, including unplanned SP purchases or sudden usage reductions, may impair the effectiveness of Commit’s optimization services. In such cases, Commit makes no guarantee regarding the extent of cost savings.

Commit endeavors to provide all optimizations and recommendations in accordance with current AWS policies, service terms, and industry best practices. However, such recommendations are inherently subject to AWS limitations, Customer-specific configurations, and changes in AWS services and policies. Commit does not guarantee that recommendations will remain optimal or valid over time. Customer expressly acknowledges and agrees that Commit’s services are informational and consultative only and do not constitute professional financial, investment, or strategic advice. All final decisions concerning the purchase, allocation, or management of AWS Savings Plans remain exclusively within Customer’s discretion and responsibility. Customer is advised to consult with its own financial, legal, and technical advisors before implementing any recommendations.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMMIT EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY FAILURE TO ACHIEVE PARTICULAR COVERAGE OR OPTIMIZATION TARGETS, REGARDLESS OF THE UNDERLYING CAUSE OR CIRCUMSTANCES.