

SOFTWARE ASSET MANAGEMENT AGREEMENT

THIS SOFTWARE ASSET MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of February 15, 2024 (the "Effective Date"), by and between:

FLEXERA SOFTWARE LLC, a Delaware limited liability company with offices at 300 Park Boulevard, Suite 500, Itasca, IL 60143 ("Flexera")

and

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with offices at 2200 Innovation Way, Suite 400, Boston, MA 02210 ("Client")

RECITALS

WHEREAS, Flexera provides software asset management solutions and related services;

WHEREAS, Client desires to engage Flexera to provide software asset management services for its enterprise technology environment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1 "Authorized Users" means Client's employees and contractors who are authorized to access and use the Services.

2 "Documentation" means Flexera's user manuals, handbooks, and guides relating to the Services.

3 "Services" means Flexera's software asset management platform and related services.

4 "Software Assets" means Client's software licenses, subscriptions, and related intellectual property.

2. SERVICES

1 ****Scope of Services****. Flexera shall provide Client with access to its software asset management platform and perform the following services:

(a) Software inventory and discovery

- (b) License compliance monitoring
- (c) Usage optimization analysis
- (d) Cost allocation tracking
- (e) Vendor contract management
- (f) Regular compliance reporting

2 ****Implementation****. Flexera shall implement the Services according to the timeline specified in Exhibit A.

3 ****Service Levels****. Flexera shall maintain the service levels specified in Exhibit B.

3. CLIENT OBLIGATIONS

1 ****Access and Assistance****. Client shall:

- (a) Provide Flexera with necessary access to Client's systems
- (b) Designate a project manager as primary contact
- (c) Ensure cooperation of Client personnel
- (d) Provide accurate information about Software Assets
- (e) Maintain necessary third-party software licenses

4. FEES AND PAYMENT

1 ****Service Fees****. Client shall pay Flexera the fees specified in Exhibit C.

2 ****Payment Terms****. Fees are payable within 30 days of invoice date.

3 ****Taxes****. Fees exclude applicable taxes, which Client shall pay.

5. INTELLECTUAL PROPERTY

1 ****Ownership****. Flexera retains all rights to its Services, software, and Documentation.

2 ****License Grant****. Flexera grants Client a non-exclusive, non-transferable license to use the Services.

3 ****Client Data****. Client retains all rights to its data and Software Assets.

6. CONFIDENTIALITY

1 ****Confidential Information****. Each party shall protect the other's confidential information with reasonable care.

2 ****Exceptions****. Confidentiality obligations do not apply to information that:

- (a) Is public knowledge
- (b) Was known before disclosure
- (c) Is independently developed
- (d) Is legally required to be disclosed

7. TERM AND TERMINATION

1 ****Term****. This Agreement commences on the Effective Date and continues for 36 months.

2 ****Renewal****. Agreement automatically renews for 12-month periods unless terminated.

3 ****Termination****. Either party may terminate:

- (a) For material breach with 30 days' notice
- (b) For insolvency immediately
- (c) Without cause with 90 days' notice

8. WARRANTIES AND DISCLAIMERS

1 ****Service Warranty****. Flexera warrants that Services will materially conform to Documentation.

2 ****Disclaimer****. EXCEPT AS EXPRESSLY WARRANTED, SERVICES ARE PROVIDED "AS IS."

9. LIMITATION OF LIABILITY

1 ****Cap****. Liability shall not exceed fees paid in preceding 12 months.

2 ****Exclusions****. Excludes damages from:

- (a) Gross negligence
- (b) Willful misconduct
- (c) Intellectual property infringement

10. GENERAL PROVISIONS

1 ****Assignment****. Neither party may assign without prior written consent.

2 ****Force Majeure****. Neither party is liable for events beyond reasonable control.

3 ****Notices****. All notices shall be in writing to addresses above.

4 ****Governing Law****. This Agreement is governed by Delaware law.

5 ****Entire Agreement****. This Agreement constitutes the complete understanding of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

FLEXERA SOFTWARE LLC

By:

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date:

[Exhibits A, B, and C to be attached]