GITLAB ENTERPRISE SUBSCRIPTION AGREEMENT

THIS GITLAB ENTERPRISE SUBSCRIPTION AGREEMENT (the "Agreement") is made effective as of March 1, 2024 (the "Effective Date"), by and between GitLab Inc., a Delaware corporation ("GitLab"), and Summit Digital Solutions, Inc., a Delaware corporation ("Customer").

1. DEFINITIONS

1 "Authorized Users" means Customer's employees, contractors, and consultants who are authorized by Customer to access and use the Services.

2 "Services" means GitLab's enterprise-grade source code management and DevOps platform, including all updates, modifications, and documentation provided by GitLab.

3 "Subscription Fees" means the fees payable by Customer for the Services as set forth in the Order Form.

4 "Order Form" means the ordering document specifying the Services to be provided hereunder.

2. SUBSCRIPTION TERMS

1 **Grant of License**. Subject to the terms and conditions of this Agreement, GitLab grants Customer a non-exclusive, non-transferable license to access and use the Services during the Subscription Term for Customer's internal business purposes.

2 **Subscription Term**. The initial term of this Agreement shall be thirty-six (36) months from the Effective Date ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

3 **User Licenses**. Customer's subscription includes licenses for up to five hundred (500) Authorized Users. Additional user licenses may be purchased at GitLab's then-current rates.

3. FEES AND PAYMENT

1 **Subscription Fees**. Customer shall pay annual Subscription Fees of $425,000 USD for the Initial Term, payable in advance. Fees for any Renewal Term shall be subject to increase by no more than 7% over the previous term's fees.

2 **Payment Terms**. All fees are due within thirty (30) days of invoice date. Late payments shall accrue interest at the rate of 1.5% per month.

3 **Taxes**. Subscription Fees are exclusive of all applicable taxes, levies, or duties.

4. CUSTOMER RESPONSIBILITIES

1 **Acceptable Use**. Customer shall comply with GitLab's acceptable use policies and ensure that Authorized Users do not:

(a) share access credentials;

(b) reverse engineer the Services;

(c) use the Services to store or transmit infringing or unlawful material; or

(d) attempt to gain unauthorized access to the Services.

2 **Security**. Customer shall maintain reasonable security measures to prevent unauthorized access to the Services.

5. GITLAB OBLIGATIONS

1 **Service Level Agreement**. GitLab shall provide the Services in accordance with the Service Level Agreement attached as Exhibit A.

2 **Support**. GitLab shall provide Premium Support services 24/7/365 with guaranteed response times based on issue severity.

3 **Updates**. GitLab shall make all updates and enhancements to the Services available to Customer during the Subscription Term.

6. CONFIDENTIALITY

1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not disclose such information without prior written consent.

7. INTELLECTUAL PROPERTY

1 GitLab retains all right, title, and interest in the Services, including all intellectual property rights therein.

8. LIMITATION OF LIABILITY

1 EXCEPT FOR BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

9. TERM AND TERMINATION

1 This Agreement may be terminated by either party upon written notice in the event of a material breach that remains uncured for thirty (30) days.

10. GENERAL PROVISIONS

1 This Agreement shall be governed by the laws of the State of Delaware.

2 Any disputes shall be resolved in the state or federal courts located in Delaware.

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

GITLAB INC.

By: _
Name: _
Title:
Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _
Name: Dr. Alexandra Reeves
Title: Chief Executive Officer
Date: