

HASHICORP ENTERPRISE LICENSE AGREEMENT

THIS ENTERPRISE LICENSE AGREEMENT (the "Agreement") is made effective as of [DATE] ("Effective Date"), by and between HashiCorp, Inc., a Delaware corporation with offices at 101 Second Street, Suite 700, San Francisco, CA 94105 ("HashiCorp") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 2200 Innovation Way, Boston, MA 02210 ("Customer").

1. DEFINITIONS

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

2 "Documentation" means HashiCorp's technical documentation and user guides for the Software.

3 "Software" means HashiCorp's proprietary software products licensed hereunder, including Terraform Enterprise, Vault Enterprise, Consul Enterprise, and Nomad Enterprise.

4 "Subscription Term" means the period specified in the applicable Order Form during which Customer is licensed to use the Software.

2. LICENSE GRANT AND RESTRICTIONS

1 License Grant. Subject to the terms and conditions of this Agreement, HashiCorp grants Customer a non-exclusive, non-transferable license during the Subscription Term to:

- (a) Install and use the Software for Customer's internal business operations;
- (b) Make a reasonable number of copies of the Software for backup and archival purposes;
- (c) Use the Documentation in connection with Customer's authorized use of the Software.

2 License Restrictions. Customer shall not:

- (a) Modify, translate, or create derivative works of the Software;
- (b) Reverse engineer, decompile, or disassemble the Software;
- (c) Remove or alter any proprietary notices in the Software;
- (d) Sublicense, rent, lease, or transfer the Software to any third party;
- (e) Use the Software to provide services to third parties.

3. SUBSCRIPTION AND PAYMENT TERMS

1 Subscription Fees. Customer shall pay the subscription fees specified in the applicable Order Form. All fees are non-refundable and payable in U.S. dollars.

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

3 Taxes. Fees exclude applicable taxes. Customer is responsible for paying all taxes associated with its purchases.

4. SUPPORT AND MAINTENANCE

1 Enterprise Support. HashiCorp shall provide enterprise-level support and maintenance services as described in the HashiCorp Enterprise Support Terms.

2 Updates. Customer is entitled to receive all updates, upgrades, and new versions of the Software released during the Subscription Term.

5. CONFIDENTIALITY

1 Definition. "Confidential Information" means all non-public information disclosed by either party that is designated as confidential or should reasonably be considered confidential.

2 Protection. Each party agrees to:

- (a) Use Confidential Information solely for the purposes of this Agreement;
- (b) Protect Confidential Information using the same degree of care used for its own confidential information;
- (c) Not disclose Confidential Information except to employees and contractors who need to know it.

6. INTELLECTUAL PROPERTY

1 Ownership. HashiCorp retains all right, title, and interest in the Software and Documentation, including all intellectual property rights.

2 Feedback. Customer grants HashiCorp a perpetual, irrevocable license to use any feedback provided regarding the Software.

7. WARRANTY AND DISCLAIMER

1 Limited Warranty. HashiCorp warrants that the Software will substantially conform to the

Documentation for 90 days following delivery.

2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

8. LIMITATION OF LIABILITY

1 Limitation. NEITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE INCIDENT.

2 Exclusions. The above limitation shall not apply to:

- (a) Breaches of confidentiality obligations;
- (b) Intellectual property infringement;
- (c) Gross negligence or willful misconduct.

9. TERM AND TERMINATION

1 Term. This Agreement commences on the Effective Date and continues until all Subscription Terms have expired or been terminated.

2 Termination. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure within 30 days.

3 Effect of Termination. Upon termination:

- (a) All licenses granted hereunder shall terminate;
- (b) Customer shall cease using the Software;
- (c) Each party shall return or destroy all Confidential Information.

10. GENERAL PROVISIONS

1 Assignment. Neither party may assign this Agreement without the other party's prior written consent.

2 Governing Law. This Agreement is governed by Delaware law without regard to conflicts of law principles.

3 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding

its subject matter.

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

HASHICORP, INC.

By: _

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: