

CONFLUENT ENTERPRISE LICENSE AGREEMENT

THIS ENTERPRISE LICENSE AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between Confluent, Inc., a Delaware corporation with offices at 899 W. Evelyn Avenue, Mountain View, CA 94041 ("Confluent") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 2100 Technology Drive, Boston, MA 02110 ("Licensee").

1. DEFINITIONS

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

2 "Documentation" means the user manuals, technical specifications, and other documentation provided by Confluent relating to the Software.

3 "Software" means Confluent's proprietary enterprise data streaming platform software, including Confluent Platform and Confluent Cloud, and any updates, modifications, or enhancements thereto.

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

2. LICENSE GRANT AND RESTRICTIONS

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

- (a) install, execute, and use the Software for Licensee'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 Licensee's authorized use of the Software.

2 License Restrictions. Licensee 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 FEES AND PAYMENT

1 Fees. Licensee shall pay the subscription fees set forth in the applicable Order Form.

2 Payment Terms. All 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, which Licensee shall pay except for taxes on Confluent's income.

4. SUPPORT AND MAINTENANCE

1 Standard Support. Confluent shall provide standard support and maintenance services during the Subscription Term as described in Confluent's Support Policy.

2 Updates. Licensee shall be 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 shall:

- (a) protect the other party's Confidential Information with reasonable care;
- (b) use Confidential Information only for purposes of this Agreement;
- (c) limit access to Confidential Information to personnel with a need to know.

6. INTELLECTUAL PROPERTY

1 Ownership. Confluent retains all right, title, and interest in the Software and Documentation.

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

7. WARRANTIES AND DISCLAIMERS

1 Software Warranty. Confluent warrants that the Software will perform materially in accordance with the Documentation for 90 days from 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 SHALL EXCEED THE FEES PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE CLAIM.

2 Exclusions. The above limitation shall not apply to:

- (a) breaches of confidentiality obligations;
- (b) intellectual property infringement;
- (c) willful misconduct or gross negligence.

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 30 days' notice for material breach if such breach remains uncured.

3 Effect of Termination. Upon termination:

- (a) all licenses granted hereunder shall terminate;
- (b) Licensee shall cease use of the Software;
- (c) each party shall return or destroy 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 shall be 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.

CONFLUENT, INC.

By:

Name: John Smith

Title: VP, Sales

Date: January 15, 2024

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: January 15, 2024