

# **SALESFORCE ENTERPRISE SUBSCRIPTION AGREEMENT**

THIS ENTERPRISE SUBSCRIPTION AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between SALESFORCE.COM, INC., a Delaware corporation with its principal place of business at Salesforce Tower, 415 Mission Street, San Francisco, CA 94105 ("Salesforce") and SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at 2100 Technology Drive, Suite 400, Boston, MA 02110 ("Customer").

## **1. DEFINITIONS**

1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

2 "Platform" means Salesforce's cloud-based enterprise platform and associated services.

3 "User" means an individual authorized by Customer to use the Platform.

4 "Subscription Services" means the specific Salesforce products and services purchased by Customer.

5 "Customer Data" means all electronic data or information submitted by Customer to the Platform.

## **2. SUBSCRIPTION TERMS**

1 **\*\*Subscription Grant.\*\*** Subject to the terms of this Agreement, Salesforce grants Customer a non-exclusive, non-transferable right to access and use the Platform for its internal business operations during the Subscription Term.

2 **\*\*User Licenses.\*\*** Customer's subscription includes:

- 500 Enterprise Edition User Licenses
- Einstein Analytics Plus (100 licenses)
- Salesforce Shield
- Premium Support Package

3 **\*\*Subscription Term.\*\*** The initial term shall be thirty-six (36) months commencing on the Effective Date.

### **3. FEES AND PAYMENT**

1 **\*\*Subscription Fees.\*\*** Customer shall pay annual subscription fees of \$875,000 USD, payable in advance.

2 **\*\*Payment Terms.\*\*** All fees are due within 30 days of invoice date. Late payments shall bear interest at 1.5% per month.

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

### **4. USE OF SERVICES**

1 **\*\*Usage Restrictions.\*\*** Customer shall not:

- (a) License, sublicense, sell, or distribute the Platform
- (b) Modify or create derivative works
- (c) Reverse engineer the Platform
- (d) Access the Platform to build competitive products
- (e) Exceed licensed user limits

2 **\*\*Customer Responsibilities.\*\*** Customer shall:

- (a) Maintain security of user credentials
- (b) Comply with Salesforce's Acceptable Use Policy
- (c) Be responsible for Users' compliance
- (d) Maintain all necessary rights to Customer Data

### **5. PROPRIETARY RIGHTS**

1 **\*\*Reservation of Rights.\*\*** Salesforce retains all rights, title, and interest in the Platform.

2 **\*\*Customer Data.\*\*** Customer retains all rights to Customer Data. Customer grants Salesforce limited rights to host, copy, and display Customer Data solely to provide the Platform.

### **6. CONFIDENTIALITY**

1 **\*\*Definition.\*\*** "Confidential Information" means all non-public information disclosed by either party.

2 **\*\*Protection.\*\*** Each party shall protect Confidential Information using the same degree of care as

its own confidential information, but no less than reasonable care.

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

- (a) Is or becomes publicly available
- (b) Was known prior to disclosure
- (c) Was independently developed
- (d) Is required to be disclosed by law

## **7. DATA SECURITY AND PRIVACY**

1 **\*\*Security Measures.\*\*** Salesforce shall maintain appropriate administrative, physical, and technical safeguards as described in the Security Documentation.

2 **\*\*Data Processing.\*\*** The parties agree to comply with the Data Processing Addendum attached as Exhibit A.

## **8. WARRANTIES AND DISCLAIMERS**

1 **\*\*Salesforce Warranties.\*\*** Salesforce warrants that:

- (a) The Platform will perform materially in accordance with Documentation
- (b) It will not materially decrease Platform functionality during the Term
- (c) It has implemented reasonable security measures

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

## **9. LIMITATION OF LIABILITY**

1 **\*\*Limitation.\*\*** NEITHER PARTY'S LIABILITY SHALL EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE INCIDENT.

2 **\*\*Exclusions.\*\*** The above limitations do not apply to:

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

## **10. TERM AND TERMINATION**

1 **\*\*Term.\*\*** This Agreement commences on the Effective Date and continues for the Subscription Term.

2 **\*\*Termination.\*\*** Either party may terminate:

- (a) Upon 30 days' notice of material breach
- (b) Immediately upon insolvency of the other party

3 **\*\*Effect of Termination.\*\*** Upon termination:

- (a) All licenses terminate
- (b) Customer shall cease use of the Platform
- (c) Salesforce shall return or destroy Customer Data

## **11. GENERAL PROVISIONS**

1 **\*\*Governing Law.\*\*** This Agreement is governed by Delaware law.

2 **\*\*Assignment.\*\*** Neither party may assign without prior written consent.

3 **\*\*Entire Agreement.\*\*** This Agreement constitutes the entire agreement between the parties.

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

SALESFORCE.COM, INC.

**By:** \_

**Name:** \_

**Title:**

**Date:**

SUMMIT DIGITAL SOLUTIONS, INC.

**By:** \_

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

**Date:**