VMWARE 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 VMware, Inc., a Delaware corporation with offices at 3401 Hillview Avenue, Palo Alto, CA 94304 ("VMware") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 100 Technology Plaza, Boston, MA 02110 ("Customer").

1. DEFINITIONS

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

2 "Documentation" means the user manuals, technical specifications, and other documentation provided by VMware.

3 "Licensed Software" means the VMware software products listed in Exhibit A, including all Updates and Upgrades.

4 "Support Services" means VMware's standard maintenance and technical support services.

5 "Territory" means worldwide, subject to applicable export controls and restrictions.

2. LICENSE GRANT AND RESTRICTIONS

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

(a) Install and use the Licensed Software within Customer's enterprise;

(b) Make reasonable copies for backup and archival purposes;

(c) Use the Documentation in support of Customer's authorized use.

2 License Restrictions. Customer shall not:

(a) Modify, translate, or create derivative works;

(b) Reverse engineer, decompile, or disassemble the Licensed Software;

(c) Remove any proprietary notices or labels;

(d) Transfer, sublicense, or provide service bureau use.

3. SUBSCRIPTION TERMS

1 Term. This Agreement commences on the Effective Date and continues for thirty-six (36) months ("Initial Term").

2 License Metrics. Licensing is based on:

(a) Number of processors/cores

(b) Virtual machine instances

(c) Named users

As specified in Exhibit A.

3 Capacity Management. Customer shall:

(a) Monitor usage against licensed capacity

(b) Report excess usage quarterly

(c) True-up payments for excess usage

4. FEES AND PAYMENT

1 License Fees. Customer shall pay:

(a) Initial license fees: $875,000

(b) Annual support fees: $175,000

(c) True-up fees as applicable

2 Payment Terms

(a) Net 30 days from invoice

(b) Annual support fees paid in advance

(c) Late payments subject to 1.5% monthly interest

5. SUPPORT AND MAINTENANCE

1 Support Services. VMware shall provide:

(a) 24/7 technical support

(b) Software updates and upgrades

(c) Knowledge base access

(d) Response times per Support Level Agreement

2 Customer Obligations

(a) Maintain supported versions

(b) Provide access and information

(c) Implement recommended solutions

6. CONFIDENTIALITY

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

2 Protection. Each party shall:

(a) Maintain strict confidentiality

(b) Use reasonable security measures

(c) Limit access to need-to-know basis

(d) Return or destroy upon termination

7. WARRANTIES AND DISCLAIMERS

1 Software Warranty. VMware warrants for 90 days that:

(a) Software will perform substantially as documented

(b) Media will be free from defects

(c) No known malicious code

2 Disclaimer. EXCEPT AS EXPRESSLY WARRANTED, SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTIES.

8. LIMITATION OF LIABILITY

1 Limitation. NEITHER PARTY'S LIABILITY SHALL EXCEED FEES PAID IN PRECEDING 12 MONTHS.

2 Exclusions. Excludes:

(a) Gross negligence or willful misconduct

(b) Confidentiality breaches

(c) Intellectual property infringement

9. TERM AND TERMINATION

1 Term. Initial Term with automatic 1-year renewals unless terminated.

2 Termination

(a) For breach with 30 days' notice

(b) Immediate for bankruptcy

(c) 90 days' notice for convenience

10. GENERAL PROVISIONS

1 Assignment. No assignment without prior written consent.

2 Governing Law. Delaware law governs.

3 Dispute Resolution. Arbitration in Delaware.

4 Notices. Written notices to addresses above.

5 Entire Agreement. Complete agreement between parties.

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

VMWARE, INC.

By: _

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date:

EXHIBIT A: LICENSED SOFTWARE AND FEES

[Detailed product list and pricing schedule intentionally omitted]