

ENTERPRISE COLLABORATION AGREEMENT

THIS ENTERPRISE COLLABORATION AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between Slack Technologies, LLC, a Delaware limited liability company ("Slack"), 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 Slack's enterprise collaboration platform, including all features, functionalities, and modules specified in Order Form(s).

3 "Workspace" means Customer's dedicated environment within the Services where Authorized Users can communicate and collaborate.

4 "Customer Data" means all data, content, and materials uploaded, posted, or transmitted by Customer through the Services.

2. SUBSCRIPTION AND ACCESS RIGHTS

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

2 ****Initial Subscription Details:****

- Number of Authorized Users: 500
- Subscription Term: 36 months
- Subscription Start Date: February 1, 2024
- Enterprise Grid Plan with Premium Support

3 ****Usage Restrictions.**** Customer shall not:

- (a) sell, resell, license, or sublicense the Services;
- (b) modify, decode, or reverse engineer the Services;
- (c) use the Services to store or transmit malicious code;

(d) interfere with the integrity or performance of the Services.

3. PRICING AND PAYMENT TERMS

1 **Fees.** Customer shall pay the following fees:

- Per User Fee: \$15.00 per user per month
- Enterprise Premium Support: \$25,000 per year
- Implementation Services: \$50,000 (one-time)

2 **Payment Schedule.** Fees are payable annually in advance, with the first payment due upon execution of this Agreement.

3 **True-Up.** Customer shall conduct quarterly user counts and pay for any excess users at the then-current per-user rate.

4. SECURITY AND DATA PROTECTION

1 **Security Measures.** Slack shall maintain industry-standard administrative, physical, and technical safeguards designed to protect Customer Data.

2 **Data Processing Agreement.** The parties shall comply with the Data Processing Agreement attached as Exhibit A, which is incorporated by reference.

3 **Compliance.** Slack maintains ISO 27001, SOC 2 Type II, and SOC 3 certifications and shall provide evidence of compliance upon request.

5. SERVICE LEVELS AND SUPPORT

1 **Service Level Agreement.** Slack shall provide the Services in accordance with the Service Level Agreement attached as Exhibit B, including:

- 99.99% uptime commitment
- < 1 hour response time for Priority 1 issues
- 24/7/365 premium support coverage

2 **Maintenance Windows.** Planned maintenance shall be conducted during off-peak hours with minimum 72 hours advance notice.

6. INTELLECTUAL PROPERTY

1 ****Ownership.**** Slack retains all right, title, and interest in the Services. Customer retains all right, title, and interest in Customer Data.

2 ****License to Customer Data.**** Customer grants Slack a limited license to host, copy, and display Customer Data solely to provide the Services.

7. CONFIDENTIALITY

1 ****Definition.**** "Confidential Information" means all non-public information disclosed by either party, including technical, business, and financial information.

2 ****Protection.**** Each party shall protect Confidential Information using the same degree of care it uses for its own confidential information, but no less than reasonable care.

8. TERM AND TERMINATION

1 ****Term.**** This Agreement commences on the Effective Date and continues for the Subscription Term unless earlier terminated.

2 ****Termination for Cause.**** Either party may terminate this Agreement for material breach upon 30 days' written notice if such breach remains uncured.

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

- (a) all access rights shall cease;
- (b) Customer shall pay all outstanding fees;
- (c) Slack shall provide Customer Data export for 30 days.

9. LIMITATION OF LIABILITY

1 ****Exclusion of Damages.**** Neither party shall be liable for indirect, incidental, special, or consequential damages.

2 ****Liability Cap.**** Each party's aggregate liability shall not exceed the fees paid or payable in the 12 months preceding the claim.

10. GENERAL PROVISIONS

1 ****Governing Law.**** This Agreement shall be governed by Delaware law.

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

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.

SLACK TECHNOLOGIES, LLC

By:

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: