

DOCKER ENTERPRISE SUBSCRIPTION AGREEMENT

THIS DOCKER ENTERPRISE SUBSCRIPTION AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between Docker, Inc., a Delaware corporation with offices at 318 Cambridge Avenue, Palo Alto, CA 94306 ("Docker") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 2200 Innovation Way, Boston, MA 02210 ("Customer").

1. DEFINITIONS

1 "Authorized User" means an individual employee, contractor, or agent of Customer who has been granted access to the Docker Enterprise Platform.

2 "Docker Enterprise Platform" means Docker's enterprise container platform software, including all updates, modifications, and documentation provided by Docker.

3 "Subscription Fees" means the fees payable by Customer for the Subscription Services as specified in the applicable Order Form.

4 "Subscription Services" means the Docker Enterprise Platform and related support services provided by Docker to Customer.

5 "Order Form" means the ordering document specifying the Subscription Services purchased by Customer.

2. LICENSE GRANT AND RESTRICTIONS

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

- (a) Install and use the Docker Enterprise Platform;
- (b) Allow Authorized Users to access and use the Docker Enterprise Platform;
- (c) Make reasonable copies for backup and archival purposes.

2 ****Restrictions.**** Customer shall not:

- (a) Modify, translate, or create derivative works of the Docker Enterprise Platform;
- (b) Reverse engineer, decompile, or disassemble the Docker Enterprise Platform;
- (c) Remove or alter any proprietary notices or labels;

(d) Sublicense, resell, or distribute the Docker Enterprise Platform.

3. SUBSCRIPTION SERVICES AND SUPPORT

1 ****Subscription Services.**** Docker shall provide the Subscription Services in accordance with the service levels specified in Exhibit A.

2 ****Technical Support.**** Docker shall provide technical support services as described in the Docker Enterprise Support Policy, available at docker.com/enterprise-support.

3 ****Updates.**** Customer shall be entitled to receive all updates, upgrades, and new versions of the Docker Enterprise Platform released during the Subscription Term.

4. FEES AND PAYMENT

1 ****Subscription Fees.**** Customer shall pay the Subscription Fees as specified in the Order Form. All fees are non-refundable except as expressly provided herein.

2 ****Payment Terms.**** Invoices are due within thirty (30) days of receipt. Late payments shall accrue interest at 1.5% per month.

3 ****Taxes.**** Subscription Fees exclude applicable taxes, which Customer shall pay except for taxes based on Docker's net income.

5. TERM AND TERMINATION

1 ****Term.**** This Agreement commences on the Effective Date and continues for the initial term specified in the Order Form ("Initial Term"). Thereafter, it automatically renews for successive one-year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the current term.

2 ****Termination for Cause.**** Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure such breach within thirty (30) days after receipt of notice.

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

- (a) All licenses granted hereunder shall immediately terminate;
- (b) Customer shall cease all use of the Docker Enterprise Platform;
- (c) Each party shall return or destroy all Confidential Information of the other party.

6. CONFIDENTIALITY

1 ****Definition.**** "Confidential Information" means all non-public information disclosed by either party to the other party, including but not limited to technical, business, and financial information.

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

7. WARRANTIES AND DISCLAIMERS

1 ****Limited Warranty.**** Docker warrants that the Docker Enterprise Platform will perform substantially in accordance with its documentation during the Subscription Term.

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

8. LIMITATION OF LIABILITY

1 ****Limitation.**** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

2 ****Exclusions.**** The limitations in Section 8.1 shall not apply to:

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

9. GENERAL PROVISIONS

1 ****Assignment.**** Neither party may assign this Agreement without the prior written consent of the other party.

2 ****Governing Law.**** This Agreement shall be governed by the laws of the State of California.

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.

DOCKER, INC.

By:

Name: Scott Johnston

Title: Chief Executive Officer

Date: January 15, 2024

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: January 15, 2024