

VMWARE ENTERPRISE LICENSE AND SUPPORT AGREEMENT

THIS ENTERPRISE LICENSE AND SUPPORT AGREEMENT (the "Agreement") is made and entered into as of March 1, 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 Innovation Drive, Boston, MA 02110 ("Customer").

1. DEFINITIONS

- 1 "Documentation" means the specifications and user manuals provided by VMware with the Software.
- 2 "License Key" means the serial number that enables use of the Software.
- 3 "Software" means the VMware computer programs listed in Order Form(s), including Updates.
- 4 "Support Services" means VMware's support and maintenance services as described in Section 4.
- 5 "Updates" means subsequent releases of the Software that VMware makes generally available.

2. LICENSE GRANT AND RESTRICTIONS

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

- (a) Use the Software for Customer's internal business operations;
- (b) Make reasonable copies for backup and archival purposes;
- (c) Use the Documentation in support of Customer's authorized use of the Software.

2 License Restrictions. Customer shall not:

- (a) Copy or use the Software except as expressly authorized;
- (b) Modify, translate, reverse engineer, decompile, or create derivative works;
- (c) Remove any proprietary notices or labels;
- (d) Transfer, sublicense, lease, rent, or distribute the Software to third parties;
- (e) Use the Software to provide services to third parties without VMware's written consent.

3. ORDERING AND DELIVERY

1 Orders. Customer shall order Software licenses and Support Services through VMware's Order Form process.

2 Delivery. VMware shall deliver License Keys electronically within two business days after order acceptance.

3 Deployment Validation. Customer shall provide VMware with deployment reports upon request to verify compliance.

4. SUPPORT SERVICES

1 Basic Support. VMware shall provide:

- (a) 24x7 access to online support resources;
- (b) Remote technical support during Business Hours;
- (c) Software Updates as released;
- (d) Access to knowledge base and documentation.

2 Production Support. For Production Support customers, VMware shall additionally provide:

- (a) 24x7 emergency support for Severity 1 issues;
- (b) Direct access to senior technical resources;
- (c) Quarterly service reviews;
- (d) Proactive guidance and best practices.

3 Support Term. Support Services shall be provided for the period specified in the Order Form.

5. FEES AND PAYMENT

1 License Fees. Customer shall pay the license fees specified in the Order Form.

2 Support Fees. Support Services fees shall be paid annually in advance.

3 Payment Terms. All fees are due within 30 days of invoice date.

4 Taxes. Fees exclude applicable taxes, which Customer shall pay.

6. TERM AND TERMINATION

1 Term. This Agreement commences on the Effective Date and continues until terminated.

2 Termination for Cause. Either party may terminate upon:

- (a) Material breach not cured within 30 days of notice;
- (b) Insolvency or bankruptcy of the other party.

3 Effect of Termination

- (a) License rights terminate immediately;
- (b) Customer shall cease using Software;
- (c) Customer shall destroy or return all copies;
- (d) Confidentiality obligations survive.

7. WARRANTIES AND DISCLAIMERS

1 Software Warranty. VMware warrants for 90 days that Software will materially conform to Documentation.

2 Support Warranty. VMware warrants Support Services will be performed professionally.

3 Disclaimer. EXCEPT AS EXPRESSLY WARRANTED, SOFTWARE AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

8. LIMITATION OF LIABILITY

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

2 Exclusions. Limitations do not apply to:

- (a) Intellectual property infringement;
- (b) Gross negligence or willful misconduct;
- (c) Confidentiality breaches.

9. CONFIDENTIALITY

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

2 Protection. Each party shall:

- (a) Protect using reasonable care;
- (b) Use only for purposes of Agreement;

(c) Not disclose to third parties.

10. GENERAL PROVISIONS

1 Assignment. Neither party may assign without prior written consent.

2 Governing Law. This Agreement is governed by Delaware law.

3 Entire Agreement. This Agreement constitutes the complete agreement between the 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: