

# **ELASTIC ENTERPRISE SEARCH AGREEMENT**

THIS ELASTIC ENTERPRISE SEARCH AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at 2100 Innovation Drive, Suite 400, Boston, Massachusetts 02210 ("Customer"), and Elastic N.V., a Dutch public limited company ("Elastic").

## **1. DEFINITIONS**

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

2 "Documentation" means Elastic's then-current technical and functional documentation for the Services.

3 "Services" means Elastic's enterprise search software and related services, including the Elastic Enterprise Search platform, APIs, and associated tools.

4 "Subscription Term" means the period specified in the applicable Order Form during which Customer has the right to access and use the Services.

## **2. LICENSE GRANT AND RESTRICTIONS**

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

- (a) Access and use the Services for Customer's internal business purposes;
- (b) Allow Authorized Users to access and use the Services in accordance with the Documentation;
- (c) Create and maintain searchable indices using the Services.

2 Restrictions. Customer shall not:

- (a) Modify, copy, or create derivative works of the Services;
- (b) Reverse engineer, decompile, or attempt to discover source code;
- (c) Remove or modify any proprietary notices or labels;
- (d) Sell, sublicense, rent, or lease the Services;
- (e) Use the Services to store or transmit infringing or unlawful material.

### **3. CUSTOMER OBLIGATIONS**

1 Customer shall:

- (a) Be responsible for Authorized Users' compliance with this Agreement;
- (b) Use commercially reasonable efforts to prevent unauthorized access;
- (c) Notify Elastic promptly of any unauthorized use or access;
- (d) Use the Services in accordance with applicable laws and regulations.

### **4. FEES AND PAYMENT**

1 Fees. Customer shall pay all fees specified in the Order Form(s).

2 Payment Terms. Unless otherwise specified:

- (a) Fees are payable in U.S. dollars within 30 days of invoice date;
- (b) Fees are non-refundable and non-cancelable;
- (c) Late payments accrue interest at 1.5% per month.

### **5. PROPRIETARY RIGHTS**

1 Elastic Rights. Elastic retains all right, title, and interest in the Services, including all intellectual property rights.

2 Customer Data. Customer retains all right, title, and interest in Customer Data processed using the Services.

### **6. CONFIDENTIALITY**

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

2 Protection. Each party shall:

- (a) Protect Confidential Information using reasonable care;
- (b) Use Confidential Information only for purposes of this Agreement;
- (c) Limit access to those with a need to know.

### **7. WARRANTIES AND DISCLAIMERS**

1 Elastic Warranties. Elastic warrants that:

- (a) The Services will perform materially in accordance with Documentation;
- (b) Services will be provided in a professional manner.

2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

## **8. LIMITATION OF LIABILITY**

1 Limitation. NEITHER PARTY'S LIABILITY SHALL EXCEED THE AMOUNTS PAID OR PAYABLE IN THE TWELVE MONTHS PRECEDING THE INCIDENT.

2 Exclusions. The above limitations shall not apply to:

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

## **9. TERM AND TERMINATION**

1 Term. This Agreement commences on the Effective Date and continues until all Subscription Terms have expired.

2 Termination. Either party may terminate:

- (a) For material breach upon 30 days' written notice;
- (b) Immediately upon bankruptcy or insolvency of the other party.

## **10. GENERAL PROVISIONS**

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

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

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.

SUMMIT DIGITAL SOLUTIONS, INC.

**By:**

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: January 15, 2024

ELASTIC N.V.

**By:**

Name: [Authorized Signatory]

Title: [Title]

**Date:**