MANAGED INFRASTRUCTURE SERVICES AGREEMENT

THIS MANAGED INFRASTRUCTURE SERVICES AGREEMENT (the "Agreement") is made effective as of February 1, 2024 (the "Effective Date"), by and between:

RACKSPACE US, INC., a Delaware corporation with its principal place of business at 1 Fanatical Place, City of Windcrest, San Antonio, Texas 78218 ("Provider")

and

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at 100 Innovation Drive, Boston, Massachusetts 02110 ("Customer")

1. DEFINITIONS

1 "Infrastructure Services" means the managed cloud infrastructure, hosting, and related services described in Exhibit A.

2 "Service Levels" means the performance standards and metrics set forth in Exhibit B.

3 "Customer Data" means all data, information, and materials provided or made available by Customer to Provider.

4 "Peak Performance Platform" means Customer's proprietary software platform and related systems.

2. SERVICES

1 **Scope of Services.** Provider shall provide the Infrastructure Services to Customer as specified in Exhibit A, including:
(a) Dedicated cloud hosting environment
(b) Infrastructure monitoring and management
(c) Security and compliance controls
(d) Backup and disaster recovery services
(e) Technical support services

2 **Service Levels.** Provider shall perform the Infrastructure Services in accordance with the Service Levels set forth in Exhibit B.

3. CUSTOMER OBLIGATIONS

1 Customer shall:

(a) Provide necessary access and cooperation

(b) Supply accurate requirements and specifications

(c) Maintain compliance with acceptable use policies

(d) Timely pay all undisputed fees

(e) Obtain necessary third-party licenses

4. FEES AND PAYMENT

1 **Service Fees.** Customer shall pay Provider the fees set forth in Exhibit C.

2 **Payment Terms.** Invoices are due within 30 days of receipt.

3 **Late Payments.** Past due amounts bear interest at 1.5% per month.

5. TERM AND TERMINATION

1 **Term.** This Agreement commences on the Effective Date and continues for 36 months.

2 **Renewal.** Agreement automatically renews for successive 12-month terms unless terminated.

3 **Termination for Cause.** Either party may terminate for material breach upon 30 days' notice.

6. CONFIDENTIALITY

1 **Confidential Information.** Each party shall protect the other's confidential information using reasonable care.

2 **Exclusions.** Confidentiality obligations do not apply to information that:

(a) Was previously known

(b) Becomes publicly available

(c) Is independently developed

(d) Is approved for release

7. DATA SECURITY AND PRIVACY

1 **Security Measures.** Provider shall maintain industry-standard security controls.

2 **Data Protection.** Provider shall comply with applicable data protection laws.

3 **Security Incidents.** Provider shall promptly notify Customer of security breaches.

8. INTELLECTUAL PROPERTY

1 **Ownership.** Each party retains all rights in its pre-existing IP.

2 **License Grant.** Customer grants Provider limited license to host Peak Performance Platform.

9. WARRANTIES AND DISCLAIMERS

1 **Service Warranty.** Provider warrants Services will conform to Documentation.

2 **Disclaimer.** EXCEPT AS EXPRESSLY STATED, ALL WARRANTIES ARE DISCLAIMED.

10. LIMITATION OF LIABILITY

1 **Cap on Damages.** LIABILITY SHALL NOT EXCEED FEES PAID IN PRIOR 12 MONTHS.

2 **Exclusions.** Limitations do not apply to:
(a) Gross negligence
(b) Willful misconduct
(c) IP infringement

11. INSURANCE

1 Provider shall maintain insurance coverage specified in Exhibit D.

12. GENERAL PROVISIONS

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

2 **Force Majeure.** Neither party liable for events beyond reasonable control.

3 **Notices.** All notices shall be in writing to addresses specified above.

4 **Governing Law.** Agreement governed by Delaware law.

5 **Entire Agreement.** This Agreement constitutes entire understanding between parties.

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

RACKSPACE US, INC.

By: _

Name: _

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date:

[Note: Exhibits A-D to be attached separately detailing service specifications, SLAs, pricing, and insurance requirements]