TERRAFORM ENTERPRISE SUPPORT AGREEMENT

THIS TERRAFORM ENTERPRISE SUPPORT AGREEMENT (the "Agreement") is made effective as of [DATE] (the "Effective Date"), by and between Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at [ADDRESS] ("Provider"), and [CLIENT NAME], a [STATE] corporation with its principal place of business at [CLIENT ADDRESS] ("Client").

1. DEFINITIONS

1 "Terraform Enterprise" means HashiCorp's enterprise infrastructure automation software platform.

2 "Support Services" means the technical support, maintenance, and consulting services provided by Provider related to Client's Terraform Enterprise implementation.

3 "Service Levels" means the response times and support availability metrics defined in Exhibit A.

4 "Authorized Users" means Client's employees and contractors who are authorized to access the Support Services.

2. SUPPORT SERVICES

1 **Scope of Services.** Provider shall provide the following Support Services:

(a) Technical support for Terraform Enterprise configuration and deployment

(b) Infrastructure-as-code optimization and best practices guidance

(c) Troubleshooting and issue resolution

(d) Regular maintenance and updates

(e) Performance monitoring and optimization

(f) Security patch management and compliance support

2 **Service Delivery.** Provider shall deliver Support Services through:

(a) 24/7 technical support hotline

(b) Ticketing system access

(c) Remote diagnostic services

(d) On-site support when required

(e) Documentation and knowledge base access

3. SERVICE LEVELS AND RESPONSE TIMES

1 **Priority Levels.** Issues shall be categorized according to the following priority levels:

- P1: Critical business impact

- P2: Significant business impact

- P3: Moderate business impact

- P4: Minor business impact

2 **Response Times.** Provider shall respond to support requests within:

- P1: 30 minutes

- P2: 2 hours

- P3: 4 hours

- P4: 8 hours

4. CLIENT RESPONSIBILITIES

1 Client shall:

(a) Maintain current Terraform Enterprise licensing

(b) Provide accurate and complete information regarding issues

(c) Grant necessary access to systems and environments

(d) Designate primary and backup technical contacts

(e) Implement recommended security measures

5. FEES AND PAYMENT

1 **Support Fees.** Client shall pay annual support fees as specified in Exhibit B.

2 **Payment Terms.** Fees are payable annually in advance, net 30 days from invoice date.

3 **Fee Adjustments.** Provider may adjust fees annually with 60 days' notice.

6. TERM AND TERMINATION

1 **Term.** This Agreement shall commence on the Effective Date and continue for 12 months.

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

3 **Termination.** Either party may terminate:

(a) For convenience with 90 days' written notice

(b) For cause with 30 days' written notice and opportunity to cure

7. CONFIDENTIALITY

1 Each party shall protect Confidential Information using the same degree of care as its own confidential information, but no less than reasonable care.

2 Confidential Information shall not include information that:

(a) Is or becomes publicly available

(b) Was known prior to disclosure

(c) Is independently developed

(d) Is received from a third party without restriction

8. WARRANTIES AND DISCLAIMERS

1 **Provider Warranties.** Provider warrants that:

(a) It has the authority to enter into this Agreement

(b) Services will be performed in a professional manner

(c) Services will conform to industry standards

2 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

9. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

2 PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT IN THE 12 MONTHS PRECEDING THE CLAIM.

10. GENERAL PROVISIONS

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

2 **Force Majeure.** Neither party shall be liable for delays due to causes beyond reasonable control.

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

4 **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:

Title:

Date:

[CLIENT NAME]

By:

Name:

Title:

Date:

EXHIBIT A: Service Level Details

[Service level specifications]

EXHIBIT B: Fee Schedule

[Fee schedule details]