

GOOGLE CLOUD PLATFORM ENTERPRISE AGREEMENT

THIS GOOGLE CLOUD PLATFORM ENTERPRISE AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between Google LLC, a Delaware limited liability company with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Google") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 100 Innovation Drive, Boston, MA 02110 ("Customer").

1. DEFINITIONS

- 1 "API" means an application programming interface.
- 2 "Cloud Platform Services" means the cloud computing services made available by Google through the Google Cloud Platform console.
- 3 "Customer Data" means data provided by Customer through its use of the Services.
- 4 "Peak Performance Platform" means Customer's proprietary software platform.
- 5 "Services" means the Cloud Platform Services and related technical support.

2. SERVICES AND LICENSE

- 1 **Provision of Services.** Google will make the Services available to Customer in accordance with this Agreement, the Service Level Agreements ("SLAs"), and the Documentation.
- 2 **License Grant.** Google grants Customer a non-exclusive, non-transferable license to:
 - (a) Use the Services to develop, test, and run Customer's applications
 - (b) Integrate the Services with Customer's Peak Performance Platform
 - (c) Allow end users to access the functionality of the Services through Customer's applications

3. CUSTOMER OBLIGATIONS

- 1 **Account Setup.** Customer will maintain accurate account information and provide updates as necessary.
- 2 **Compliance.** Customer will:
 - (a) Comply with the Acceptable Use Policy

- (b) Obtain necessary consents for processing Customer Data
- (c) Use Services in accordance with applicable laws and regulations

4. FEES AND PAYMENT

1 ****Service Fees.**** Customer will pay the following fees:

- Base Platform Fee: \$250,000 per year
- Usage-Based Fees: As detailed in Exhibit A
- Support Fees: Enterprise Premium Support at \$75,000 per year

2 ****Payment Terms.****

- (a) Invoices will be issued monthly
- (b) Payment due within 30 days of invoice date
- (c) Late payments subject to 1.5% monthly interest

5. SECURITY AND DATA PROTECTION

1 ****Security Measures.**** Google will implement and maintain technical and organizational security measures designed to protect Customer Data.

2 ****Data Processing.**** The parties agree to comply with the Data Processing Addendum attached as Exhibit B.

3 ****Security Certifications.**** Google will maintain ISO 27001, SOC 2, and FedRAMP certifications.

6. INTELLECTUAL PROPERTY

1 ****Ownership.****

- (a) Customer retains all rights to Customer Data and Peak Performance Platform
- (b) Google retains all rights to the Services and related technology
- (c) Neither party acquires rights in the other party's pre-existing IP

2 ****Feedback.**** Customer grants Google a perpetual, irrevocable license to use any feedback provided regarding the Services.

7. CONFIDENTIALITY

1 ****Confidential Information.**** Each party will protect the other's confidential information with the same degree of care it uses for its own confidential information, but no less than reasonable care.

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

- (a) Was previously known without restriction
- (b) Is publicly available through no fault of receiving party
- (c) Is rightfully received from a third party

8. TERM AND TERMINATION

1 ****Term.**** This Agreement commences on the Effective Date and continues for three (3) years.

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

- (a) For material breach with 30 days' written notice
- (b) Immediately upon bankruptcy or insolvency
- (c) For convenience with 90 days' written notice

9. LIMITATION OF LIABILITY

1 ****Limitation.**** Neither party's liability shall exceed the amounts paid by Customer in the 12 months preceding the incident.

2 ****Exclusions.**** The above limitation does not apply to:

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

10. GENERAL PROVISIONS

1 ****Governing Law.**** This Agreement is governed by Delaware law.

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

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

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

GOOGLE LLC

By: _

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: