

DATADOG MONITORING SERVICES AGREEMENT

THIS MONITORING SERVICES AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between Datadog, Inc., a Delaware corporation with offices at 620 8th Avenue, New York, NY 10018 ("Datadog") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 2100 Technology Drive, San Jose, CA 95110 ("Customer").

1. DEFINITIONS

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

2 "Customer Data" means all data, information, and materials provided by Customer to Datadog in connection with the Services.

3 "Services" means Datadog's cloud monitoring and analytics platform, including infrastructure monitoring, application performance monitoring, log management, and related services.

4 "Service Level Agreement" or "SLA" means Datadog's service level commitments as set forth in Exhibit A.

2. SERVICES AND LICENSE GRANT

1 Services Access. Subject to the terms of this Agreement, Datadog grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term for Customer's internal business operations.

2 Usage Limitations. Customer shall not: (a) modify, copy, or create derivative works of the Services; (b) reverse engineer, decompile, or attempt to discover source code; (c) sell, resell, or sublicense the Services; or (d) use the Services to store or transmit malicious code.

3. CUSTOMER RESPONSIBILITIES

1 Account Security. Customer is responsible for maintaining the confidentiality of account credentials and ensuring that Authorized Users comply with this Agreement.

2 Customer Data. Customer represents and warrants that it has all necessary rights to provide Customer Data and that such data will not violate third-party rights or applicable laws.

4. FEES AND PAYMENT

1 Fees. Customer shall pay all fees specified in Order Forms. Except as otherwise specified:

- (a) Fees are quoted and payable in United States dollars
- (b) Payment obligations are non-cancelable
- (c) Fees are based on Services purchased, not actual usage

2 Payment Terms. Invoices are payable within thirty (30) days of receipt. Customer shall provide complete and accurate billing information.

5. CONFIDENTIALITY

1 Definition. "Confidential Information" means all non-public information disclosed by either party that is designated as confidential or should reasonably be considered confidential.

2 Protection. Each party agrees to:

- (a) Use Confidential Information solely for purposes of this Agreement
- (b) Protect Confidential Information with reasonable care
- (c) Not disclose Confidential Information to third parties without prior written consent

6. DATA SECURITY AND PRIVACY

1 Security Measures. Datadog shall maintain appropriate administrative, physical, and technical safeguards to protect Customer Data.

2 Data Processing. Datadog shall process Customer Data only in accordance with Customer's instructions and applicable data protection laws.

7. INTELLECTUAL PROPERTY

1 Ownership. Datadog retains all right, title, and interest in the Services. Customer retains all right, title, and interest in Customer Data.

2 Feedback. Customer grants Datadog a perpetual, irrevocable right to use any feedback provided regarding the Services.

8. WARRANTIES AND DISCLAIMERS

1 Mutual Warranties. Each party warrants that it has the legal authority to enter into this Agreement.

2 Service Warranty. Datadog warrants that the Services will perform materially in accordance with the Documentation.

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

9. LIMITATION OF LIABILITY

1 Limitation. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE INCIDENT.

2 Exclusions. The above limitations shall not apply to:

- (a) Death or personal injury caused by negligence
- (b) Fraud or fraudulent misrepresentation
- (c) Violation of intellectual property rights

10. TERM AND TERMINATION

1 Term. This Agreement commences on the Effective Date and continues for 36 months ("Initial Term"), with automatic 12-month renewal terms unless terminated.

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

11. GENERAL PROVISIONS

1 Assignment. Neither party may assign this Agreement without prior written consent, except to an affiliate or successor in interest.

2 Governing Law. This Agreement is governed by Delaware law without regard to choice of law principles.

3 Notice. All notices shall be in writing and delivered to the addresses set forth above.

4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and

supersedes all prior agreements.

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

DATADOG, INC.

By:

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: