

ENTERPRISE SUPPORT AGREEMENT

THIS ENTERPRISE SUPPORT AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between Splunk Inc., a Delaware corporation with offices at 270 Brannan Street, San Francisco, CA 94107 ("Splunk"), and Summit Digital Solutions, Inc., a Delaware corporation with offices at 100 Innovation Drive, Boston, MA 02110 ("Customer").

1. DEFINITIONS

1 "Documentation" means the technical documentation and user manuals made available by Splunk.

2 "Enterprise Support Services" means the support services described in Section 2 and Exhibit A.

3 "Licensed Software" means Splunk's proprietary software products licensed by Customer under separate license agreement(s).

4 "Support Hours" means 24 hours per day, 7 days per week, 365 days per year.

5 "Support Term" means the initial twelve (12) month period beginning on the Effective Date and any renewal periods.

2. ENTERPRISE SUPPORT SERVICES

1 ****Scope of Services.**** During the Support Term, Splunk shall provide Customer with Enterprise Support Services for the Licensed Software in accordance with this Agreement and Exhibit A.

2 ****Support Levels.**** Splunk shall provide support according to the following severity levels:

- Severity 1 (Critical): Production system down or severely impacted
- Severity 2 (High): System functioning with significant limitations
- Severity 3 (Medium): System functioning with minor limitations
- Severity 4 (Low): General questions, feature requests

3 ****Response Times.**** Splunk shall respond to support requests within the following timeframes:

- Severity 1: 30 minutes
- Severity 2: 2 hours
- Severity 3: 8 hours
- Severity 4: 24 hours

3. CUSTOMER RESPONSIBILITIES

1 Customer shall:

- (a) Maintain current licenses for all Licensed Software
- (b) Provide accurate and complete information for support requests
- (c) Provide remote access to systems as reasonably required
- (d) Maintain trained personnel capable of basic system administration
- (e) Implement recommended solutions in a timely manner

4. FEES AND PAYMENT

1 ****Support Fees.**** Customer shall pay annual support fees of \$275,000 USD for the Support Term.

2 ****Payment Terms.**** Fees are payable annually in advance within 30 days of invoice date.

3 ****Late Payments.**** Overdue amounts accrue interest at 1.5% per month or maximum legal rate.

5. TERM AND TERMINATION

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

2 ****Renewal.**** Agreement automatically renews for successive 12-month terms unless either party provides written notice of non-renewal 60 days prior to expiration.

3 ****Termination for Cause.**** Either party may terminate for material breach upon 30 days written notice if breach remains uncured.

6. CONFIDENTIALITY

1 Each party shall protect Confidential Information using 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) Was independently developed
- (d) Was rightfully received from third parties

7. WARRANTY AND DISCLAIMER

1 Splunk warrants that Enterprise Support Services will be performed in a professional manner consistent with industry standards.

2 EXCEPT AS EXPRESSLY SET FORTH ABOVE, SPLUNK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

8. LIMITATION OF LIABILITY

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

2 EACH PARTY'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE INCIDENT.

9. 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 without regard to conflicts principles.

4 ****Notices.**** All notices shall be in writing and delivered to addresses specified above.

5 ****Entire Agreement.**** This Agreement constitutes entire understanding between parties regarding subject matter.

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

SPLUNK INC.

By:

Name: John Smith

Title: VP, Global Support Services

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date:

EXHIBIT A: ENTERPRISE SUPPORT SERVICES DESCRIPTION

[Detailed description of support services, SLAs, escalation procedures, and technical specifications would follow...]