

NEW RELIC PERFORMANCE MONITORING AGREEMENT

THIS PERFORMANCE MONITORING AGREEMENT (the "Agreement") is made effective as of February 1, 2024 (the "Effective Date"), by and between New Relic, Inc., a Delaware corporation with offices at 188 Spear Street, Suite 1200, San Francisco, CA 94105 ("New Relic") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 2100 Technology Drive, Suite 400, Boston, MA 02110 ("Customer").

1. DEFINITIONS

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

2 "Customer Data" means all electronic data or information submitted by Customer to the Services.

3 "Documentation" means New Relic's user guides, documentation, and training materials.

4 "Services" means New Relic's performance monitoring, analytics, and observability platform services.

5 "Subscription Term" means the period specified in the applicable Order Form during which Customer has agreed to subscribe to the Services.

2. SERVICES AND LICENSE GRANT

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

2 ****Usage Limitations****. Customer's use of the Services shall not exceed:

- (a) 500 concurrent monitored instances
- (b) 25 terabytes of data ingestion per month
- (c) 1,000 Authorized Users

3 ****API Access****. New Relic shall provide Customer with necessary API keys and access credentials for integration with Customer's Peak Performance Platform.

3. CUSTOMER RESPONSIBILITIES

1 ****Account Security****. Customer shall maintain the confidentiality of all access credentials and prevent unauthorized access to the Services.

2 ****Acceptable Use****. Customer shall:

- (a) Use the Services in accordance with applicable laws and regulations
- (b) Implement reasonable security measures to protect Customer Data
- (c) Notify New Relic promptly of any unauthorized use or security breach

3 ****Integration Requirements****. Customer shall maintain compatibility with New Relic's supported versions and implement required agents or collectors.

4. FEES AND PAYMENT

1 ****Subscription Fees****. Customer shall pay the following fees:

- Base Platform License: \$275,000 per year
- Additional Instance Fee: \$500 per instance/month
- Data Retention Fee: \$0.25 per GB/month beyond included storage

2 ****Payment Terms****. All fees are payable in U.S. dollars within 30 days of invoice date.

3 ****Taxes****. Fees exclude applicable taxes, which Customer shall pay except for taxes on New Relic's income.

5. PROPRIETARY RIGHTS

1 ****New Relic Rights****. New Relic retains all rights, title, and interest in the Services, including all intellectual property rights.

2 ****Customer Data****. Customer retains all rights, title, and interest in Customer Data. Customer grants New Relic a license to host, copy, and display Customer Data to provide the Services.

3 ****Usage Data****. New Relic may collect and analyze anonymous usage data for service improvement purposes.

6. CONFIDENTIALITY

1 ****Confidential Information****. Each party shall protect the other's confidential information with the same degree of care used to protect its own confidential information.

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

- (a) Is or becomes publicly available through no fault of the receiving party
- (b) Was known prior to disclosure
- (c) Was independently developed without use of confidential information

7. WARRANTIES AND DISCLAIMERS

1 ****Service Warranty****. New Relic warrants that the Services will perform materially in accordance with the Documentation.

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

8. 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 do not apply to:

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

9. TERM AND TERMINATION

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

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

- (a) Upon 30 days written notice of material breach if uncured
- (b) Immediately upon bankruptcy or insolvency of the other party

10. GENERAL PROVISIONS

1 ****Governing Law****. This Agreement is governed by Delaware law without regard to conflicts of law principles.

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

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

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

NEW RELIC, INC.

By:

Name: John Smith

Title: VP, Enterprise Sales

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: