

RED HAT ENTERPRISE SUPPORT AGREEMENT

THIS RED HAT ENTERPRISE SUPPORT AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between Red Hat, Inc., a Delaware corporation with its principal place of business at 100 East Davie Street, Raleigh, North Carolina 27601 ("Red Hat"), and Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at 2200 Innovation Way, Boston, Massachusetts 02110 ("Customer").

1. DEFINITIONS

1 "Covered Software" means the Red Hat Enterprise Linux operating system and associated Red Hat software products licensed to Customer under Red Hat's standard subscription agreements.

2 "Support Services" means the technical support and maintenance services provided by Red Hat for the Covered Software as described in Exhibit A.

3 "Authorized Users" means Customer's employees and contractors who are authorized to access and use the Support Services.

4 "Production Environment" means Customer's live operational environment where the Covered Software is used to support Customer's Peak Performance Platform and related digital transformation services.

2. SUPPORT SERVICES

1 ****Service Provision****. Red Hat shall provide Support Services for the Covered Software in accordance with the service levels specified in Exhibit A. Support Services shall be available 24 hours per day, 7 days per week, including holidays.

2 ****Scope of Support****. Support Services include:

- (a) Remote troubleshooting assistance
- (b) Bug fixes and security patches
- (c) Access to Red Hat's knowledge base and documentation
- (d) Software updates and upgrades
- (e) Multi-vendor coordination support
- (f) Production environment support

3 ****Service Level Commitments****. Red Hat shall respond to support requests according to the following severity levels:

- Severity 1 (Critical): 1 hour response time
- Severity 2 (High): 4 hour response time
- Severity 3 (Medium): 1 business day response time
- Severity 4 (Low): 2 business day response time

3. CUSTOMER RESPONSIBILITIES

1 Customer shall:

- (a) Maintain current subscriptions for all Covered Software
- (b) Provide accurate and complete information for support requests
- (c) Grant necessary access to systems for troubleshooting
- (d) Maintain designated technical contacts
- (e) Implement recommended solutions in a timely manner

2 ****Technical Contacts****. Customer shall designate up to five (5) technical contacts who are authorized to submit support requests and interact with Red Hat support personnel.

4. FEES AND PAYMENT

1 ****Support Fees****. Customer shall pay annual support fees as specified in Exhibit B. Fees are based on the number of supported instances and service level selected.

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

3 ****Fee Adjustments****. Red Hat may adjust fees upon renewal with 60 days prior written notice.

5. TERM AND TERMINATION

1 ****Term****. This Agreement commences on the Effective Date and continues for an initial term of three (3) years, with automatic one-year renewal terms unless terminated.

2 ****Termination for Convenience****. Either party may terminate this Agreement upon 90 days prior written notice.

3 ****Termination for Cause****. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure within 30 days of notice.

6. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

2 Confidential information includes technical data, trade secrets, know-how, business plans, and any other information identified as confidential.

7. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT.

2 RED HAT'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE CLAIM.

8. GENERAL PROVISIONS

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

2 ****Governing Law****. This Agreement shall be governed by the laws of the State of Delaware.

3 ****Entire Agreement****. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof.

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

RED HAT, INC.

By: _

Name: _

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date:

EXHIBIT A

[Service Level Specifications]

EXHIBIT B

[Fee Schedule]