

MANAGED SECURITY SERVICES AGREEMENT

THIS MANAGED SECURITY SERVICES AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between:

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at 1200 Innovation Drive, Suite 400, Boston, Massachusetts 02110 ("Client")

and

CROWDSTRIKE, INC., a Delaware corporation with its principal place of business at 150 Mathilda Place, Sunnyvale, California 94086 ("Provider")

1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party to the other party, including but not limited to trade secrets, technical data, product plans, customer information, and business strategies.

2 "Security Services" means the managed security services described in Exhibit A, including endpoint detection and response (EDR), threat hunting, security monitoring, and incident response services.

3 "Service Level Agreement" or "SLA" means the service levels and performance metrics set forth in Exhibit B.

4 "Systems" means Client's information technology infrastructure, including networks, servers, workstations, and cloud resources.

2. SERVICES

1 Scope of Services. Provider shall provide the Security Services to Client in accordance with the terms and conditions of this Agreement and the specifications set forth in Exhibit A.

2 Service Levels. Provider shall perform the Security Services in accordance with the Service Level Agreement attached as Exhibit B.

3 Changes to Services. Any changes to the scope of Security Services must be agreed upon in writing by both parties through a Change Order.

3. CLIENT RESPONSIBILITIES

- 1 Access and Cooperation. Client shall provide Provider with necessary access to Systems, personnel, and information required to perform the Security Services.
- 2 Technical Requirements. Client shall maintain Systems that meet Provider's minimum technical requirements as specified in Exhibit C.
- 3 Security Policies. Client shall implement and maintain reasonable security policies and procedures as recommended by Provider.

4. FEES AND PAYMENT

- 1 Service Fees. Client shall pay Provider the fees set forth in Exhibit D ("Service Fees").
- 2 Payment Terms. Service Fees shall be invoiced monthly in advance and are due within thirty (30) days of invoice date.
- 3 Late Payments. Overdue amounts shall bear interest at 1.5% per month or the maximum rate permitted by law, whichever is less.

5. TERM AND TERMINATION

- 1 Term. This Agreement shall commence on the Effective Date and continue for an initial term of thirty-six (36) months ("Initial Term"), unless earlier terminated as provided herein.
- 2 Renewal. Following the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.
- 3 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure such breach within thirty (30) days after receiving written notice.

6. CONFIDENTIALITY

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

2 Permitted Disclosure. Confidential Information may be disclosed only to employees and contractors who need to know such information and who are bound by confidentiality obligations no less restrictive than those herein.

7. INTELLECTUAL PROPERTY

1 Ownership. Provider retains all right, title, and interest in its pre-existing intellectual property and any modifications or improvements thereto.

2 License Grant. Provider grants Client a non-exclusive, non-transferable license to use Provider's software and tools solely in connection with the Security Services during the term of this Agreement.

8. LIMITATION OF LIABILITY

1 Limitation. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY'S LIABILITY SHALL EXCEED THE AMOUNTS PAID BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

2 Exclusion. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

9. INSURANCE

Provider shall maintain cyber liability insurance with coverage of at least \$10,000,000 per occurrence and shall name Client as an additional insured.

10. GENERAL PROVISIONS

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

2 Force Majeure. Neither party shall be liable for delays caused by events beyond its reasonable control.

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

4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

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

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date:

CROWDSTRIKE, INC.

By:

Name:

Title:

Date:

[Note: Exhibits A-D to be attached separately detailing service specifications, SLAs, technical requirements, and fee schedule]