

AWS ENTERPRISE SUPPORT AGREEMENT

THIS AWS ENTERPRISE SUPPORT AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between Amazon Web Services, Inc., a Delaware corporation ("AWS"), and Summit Digital Solutions, Inc., a Delaware corporation ("Customer").

1. DEFINITIONS

- 1 "AWS Service" means each service made available by AWS or its affiliates.
- 2 "Enterprise Support" means the AWS support offering described in Section 2 of this Agreement.
- 3 "Peak Performance Platform" means Customer's proprietary software platform that utilizes AWS Services.
- 4 "Monthly Charges" means all charges incurred for AWS Services in a calendar month.

2. ENTERPRISE SUPPORT SERVICES

1 ****Support Coverage****. AWS will provide Customer with Enterprise Support for all AWS Services used in connection with Customer's Peak Performance Platform, including:

- (a) 24/7/365 access to cloud support engineers via phone, email, and chat
- (b) Response times according to case severity:
 - Critical (15 minutes)
 - Urgent (1 hour)
 - High (4 hours)
 - Normal (12 hours)
 - Low (24 hours)

2 ****Technical Account Management****. AWS will assign a dedicated Technical Account Manager ("TAM") who will:

- (a) Conduct quarterly business reviews
- (b) Provide architectural guidance
- (c) Assist with cost optimization
- (d) Coordinate access to subject matter experts

- (e) Support proactive monitoring and alerting

3. CUSTOMER RESPONSIBILITIES

1 Customer shall:

- (a) Maintain current contact information for support cases
- (b) Provide timely responses to AWS support requests
- (c) Grant necessary access to enable support services
- (d) Implement recommended security measures
- (e) Maintain appropriate backup procedures

4. FEES AND PAYMENT

1 ****Support Fees****. Customer shall pay monthly Enterprise Support fees calculated as the greater of:

- (a) 10% of Monthly Charges; or
- (b) \$15,000 per month

2 ****Payment Terms****. Support fees will be billed monthly in arrears and are due within 30 days of invoice date.

5. TERM AND TERMINATION

1 ****Term****. This Agreement commences on the Effective Date and continues for an initial term of 24 months ("Initial Term").

2 ****Renewal****. Following the Initial Term, this Agreement automatically renews for successive 12-month periods unless either party provides written notice of non-renewal at least 60 days prior to the end of the current term.

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

- (a) For convenience upon 60 days written notice
- (b) Immediately upon material breach by the other party that remains uncured for 30 days after written notice

6. CONFIDENTIALITY

1 Each party agrees to protect confidential information received from the other using the same degree of care used to protect its own confidential information, but not 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) Is received from a third party without restriction

7. LIMITATION OF LIABILITY

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

2 AWS'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

8. GENERAL PROVISIONS

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

2 ****Governing Law****. This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

3 ****Notices****. All notices shall be in writing and sent to:

For AWS:

Amazon Web Services, Inc.

410 Terry Avenue North

Seattle, WA 98109

Attention: Legal Department

For Customer:

Summit Digital Solutions, Inc.

100 Innovation Drive, Suite 500

Wilmington, DE 19801

Attention: Legal Department

4 ****Entire Agreement****. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements.

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

AMAZON WEB SERVICES, INC.

By:

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: