SOFTWARE LICENSE AGREEMENT

Red Hat Enterprise Linux Subscription

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between Red Hat, Inc., a Delaware corporation with offices at 100 East Davie Street, Raleigh, North Carolina 27601 ("Licensor") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 2100 Technology Drive, Suite 400, Boston, Massachusetts 02110 ("Licensee").

1. DEFINITIONS

1 "Documentation" means the user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.

2 "Software" means Red Hat Enterprise Linux operating system software, including all updates, modifications, and enhancements provided by Licensor during the Term.

3 "Subscription" means the right to use the Software and receive Support Services during the Term.

4 "Support Services" means the maintenance and technical support services provided by Licensor for the Software.

2. LICENSE GRANT AND RESTRICTIONS

1 **License Grant**. Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license to:

(a) Install and use the Software on up to 500 physical or virtual servers;

(b) Make copies of the Software solely for backup and archival purposes;

(c) Use the Documentation in connection with Licensee's authorized use of the Software.

2 **Restrictions**. Licensee shall not:

(a) Modify, translate, reverse engineer, decompile, or create derivative works;

(b) Remove any proprietary notices or labels on the Software;

(c) Sublicense, lease, rent, or transfer the Software to any third party;

(d) Use the Software in excess of the licensed server count.

3. SUBSCRIPTION FEES AND PAYMENT

1 **Fees**. Licensee shall pay Licensor annual Subscription fees of $750,000 USD for the initial Term.

2 **Payment Terms**. Fees are payable in advance within 30 days of invoice date. Late payments shall bear interest at 1.5% per month.

3 **Taxes**. Fees exclude applicable taxes, which Licensee shall pay except for taxes on Licensor's income.

4. SUPPORT SERVICES

1 **Standard Support**. Licensor shall provide Support Services according to its Enterprise Support policies, including:

(a) 24/7 critical issue response

(b) Online knowledge base access

(c) Security updates and patches

(d) Technical support via phone and email

2 **Service Levels**. Support Services shall be provided according to the following response times:

- Severity 1 (Critical): 1 hour

- Severity 2 (High): 4 hours

- Severity 3 (Medium): 1 business day

- Severity 4 (Low): 2 business days

5. TERM AND TERMINATION

1 **Term**. This Agreement commences on the Effective Date and continues for 36 months ("Initial Term"), renewable for successive 12-month periods.

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

(a) For material breach, upon 30 days' written notice if uncured

(b) Immediately upon bankruptcy or insolvency of the other party

3 **Effect of Termination**. Upon termination:

(a) All licenses granted herein shall terminate

(b) Licensee shall cease using the Software

(c) Licensee shall return or destroy all copies of the Software

6. WARRANTIES AND DISCLAIMERS

1 **Limited Warranty**. Licensor warrants that:

(a) The Software will perform materially in accordance with Documentation

(b) Support Services will be performed in a professional manner

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

7. LIMITATION OF LIABILITY

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

2 **Cap**. LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID IN THE 12 MONTHS PRECEDING THE CLAIM.

8. CONFIDENTIALITY

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

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

(a) Becomes publicly available through no fault of recipient

(b) Is independently developed by recipient

(c) Is rightfully received from a third party

9. GENERAL PROVISIONS

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

2 **Governing Law**. This Agreement shall be governed by Delaware law.

3 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties.

4 **Amendments**. Modifications require written agreement of both parties.

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: