

# ENTERPRISE SOFTWARE AGREEMENT

## Adobe Creative Cloud Enterprise License

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

ADOBE INC., a Delaware corporation with offices at 345 Park Avenue, San Jose, California 95110 ("Adobe")

and

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with offices at 2200 Innovation Way, Boston, Massachusetts 02210 ("Licensee")

### 1. DEFINITIONS

1 "Authorized Users" means employees and contractors of Licensee who are authorized to use the Software.

2 "Software" means Adobe Creative Cloud Enterprise and associated applications, updates, and documentation.

3 "License Term" means the period beginning on the Effective Date and continuing for thirty-six (36) months.

4 "Named User" means an Authorized User who has been assigned a unique license credential.

### 2. LICENSE GRANT AND RESTRICTIONS

1 **\*\*Enterprise License Grant\*\***. Subject to the terms of this Agreement, Adobe grants to Licensee a non-exclusive, non-transferable license to:

- (a) Install and use the Software for Licensee's internal business operations;
- (b) Allow up to four hundred (400) Named Users to access and use the Software;
- (c) Create and manipulate digital assets using the Software.

2 **\*\*Restrictions\*\***. Licensee shall not:

- (a) Sublicense, sell, or distribute the Software;
- (b) Modify or create derivative works of the Software;

- (c) Reverse engineer or decompile the Software;
- (d) Remove or alter any proprietary notices in the Software.

### **3. FEES AND PAYMENT**

- 1 **\*\*License Fees\*\***. Licensee shall pay Adobe annual license fees of \$225,000 USD.
- 2 **\*\*Payment Terms\*\***. Fees are payable annually in advance within thirty (30) days of invoice date.
- 3 **\*\*True-Up\*\***. Additional Named User licenses may be purchased at \$600 USD per user annually.

### **4. SUPPORT AND MAINTENANCE**

- 1 **\*\*Enterprise Support\*\***. Adobe shall provide 24/7 enterprise-level support services including:
  - (a) Phone and email support with 2-hour response time;
  - (b) Dedicated technical account manager;
  - (c) Quarterly service reviews;
  - (d) Priority incident handling.
- 2 **\*\*Updates\*\***. Licensee shall receive all Software updates during the License Term.

### **5. DATA SECURITY AND PRIVACY**

- 1 **\*\*Data Protection\*\***. Adobe shall maintain appropriate technical and organizational measures to protect Licensee data.
- 2 **\*\*Compliance\*\***. Adobe shall comply with applicable data protection laws and regulations.
- 3 **\*\*Data Processing\*\***. Adobe's processing of Licensee data shall be governed by Adobe's Enterprise Data Processing Agreement.

### **6. INTELLECTUAL PROPERTY**

- 1 **\*\*Ownership\*\***. Adobe retains all right, title, and interest in the Software.
- 2 **\*\*Licensee Content\*\***. Licensee retains ownership of all content created using the Software.

### **7. WARRANTIES AND DISCLAIMERS**

- 1 **\*\*Limited Warranty\*\***. Adobe warrants that the Software will perform substantially in accordance with documentation for 90 days from delivery.

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

## **8. LIMITATION OF LIABILITY**

1 **\*\*Cap on Damages\*\***. ADOBE'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN THE TWELVE MONTHS PRECEDING THE CLAIM.

2 **\*\*Exclusions\*\***. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

## **9. TERM AND TERMINATION**

1 **\*\*Term\*\***. This Agreement commences on the Effective Date and continues for the License Term.

2 **\*\*Termination\*\***. Either party may terminate for material breach upon 30 days' written notice.

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

- (a) All licenses terminate immediately;
- (b) Licensee shall cease use of the Software;
- (c) Each party shall return confidential information.

## **10. GENERAL PROVISIONS**

1 **\*\*Governing Law\*\***. This Agreement is governed by Delaware law.

2 **\*\*Assignment\*\***. Neither party may assign without prior written consent.

3 **\*\*Entire Agreement\*\***. This Agreement constitutes the complete agreement between the parties.

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

ADOBE INC.

**By:**

Name: John Smith

Title: VP, Enterprise Sales

Date: January 15, 2024

SUMMIT DIGITAL SOLUTIONS, INC.

**By:**

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: January 15, 2024