SNOWFLAKE DATA WAREHOUSE AGREEMENT

THIS SNOWFLAKE DATA WAREHOUSE 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 2100 Innovation Drive, Suite 400, Boston, Massachusetts 02210 ("Customer")

and

SNOWFLAKE INC., a Delaware corporation with its principal place of business at 450 Concar Drive, San Mateo, California 94402 ("Snowflake")

1. DEFINITIONS

1 "Authorized User" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services.

2 "Customer Data" means all electronic data or information submitted by Customer to the Services, including data processed through Customer's Peak Performance Platform.

3 "Services" means Snowflake's cloud-based data warehouse platform and related services.

4 "Subscription Term" means the period specified in the applicable Order Form during which Customer has agreed to subscribe to the Services.

2. SERVICES AND LICENSE GRANT

1 **Services Access**. Subject to the terms and conditions of this Agreement, Snowflake grants Customer a non-exclusive, non-transferable right to access and use the Services during the Subscription Term for Customer's internal business operations.

2 **Usage Limitations**. Customer's use of the Services shall not exceed:

(a) 500 terabytes of storage capacity

(b) 1,000 concurrent queries

(c) 250 named users

(d) Enterprise-level support and maintenance

3 **API Access**. Customer may access the Services via Snowflake's published APIs in accordance

with Snowflake's API documentation and policies.

3. CUSTOMER RESPONSIBILITIES

1 **Account Security**. Customer shall:

(a) Maintain the security of all passwords and access credentials

(b) Prevent unauthorized access to the Services

(c) Notify Snowflake promptly of any security breaches

(d) Ensure compliance with all applicable laws and regulations

2 **Acceptable Use**. Customer shall not:

(a) Sell, resell, or lease the Services

(b) Reverse engineer or attempt to discover source code

(c) Use the Services to store or transmit malicious code

(d) Interfere with the integrity or performance of the Services

4. FEES AND PAYMENT

1 **Subscription Fees**. Customer shall pay:

(a) Base subscription fee of $750,000 per year

(b) Additional consumption-based fees as detailed in Exhibit A

(c) Professional services fees as agreed in separate SOWs

2 **Payment Terms**. All fees are:

(a) Payable in U.S. dollars

(b) Due within 30 days of invoice date

(c) Non-cancelable and non-refundable

(d) Subject to annual increase not exceeding 7%

5. PROPRIETARY RIGHTS

1 **Customer Data**. Customer retains all rights, title, and interest in Customer Data. Customer grants Snowflake a limited license to host, copy, and display Customer Data solely to provide the Services.

2 **Snowflake Rights**. Snowflake retains all rights, title, and interest in the Services, including all

intellectual property rights.

6. CONFIDENTIALITY

1 **Definition**. "Confidential Information" means all non-public information disclosed by either party, including:

(a) Technical specifications and documentation

(b) Business and marketing plans

(c) Customer Data and usage statistics

(d) Pricing and commercial terms

2 **Protection**. Each party shall:

(a) Protect Confidential Information using reasonable measures

(b) Use Confidential Information solely for this Agreement

(c) Limit access to those with a need to know

(d) Return or destroy Confidential Information upon request

7. DATA SECURITY AND PRIVACY

1 **Security Measures**. Snowflake shall maintain:

(a) SOC 2 Type II certification

(b) ISO 27001 certification

(c) Enterprise-grade encryption at rest and in transit

(d) Regular security assessments and penetration testing

2 **Data Processing**. Snowflake shall:

(a) Process Customer Data only as instructed

(b) Implement appropriate technical measures

(c) Assist with data subject requests

(d) Provide breach notifications within 48 hours

8. TERM AND TERMINATION

1 **Term**. This Agreement commences on the Effective Date and continues for thirty-six (36) months.

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

(a) For material breach with 30 days' notice

(b) Immediately upon bankruptcy or insolvency

(c) For convenience with 90 days' notice and early termination fee

9. LIMITATION OF LIABILITY

1 **Limitation**. Neither party's liability shall exceed:

(a) Direct damages up to fees paid in preceding 12 months

(b) Exclusion of indirect and consequential damages

(c) Unlimited liability for gross negligence or willful misconduct

10. GENERAL PROVISIONS

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

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

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

For Customer:

Summit Digital Solutions, Inc.

Attn: Legal Department

2100 Innovation Drive, Suite 400

Boston, MA 02210

For Snowflake:

Snowflake Inc.

Attn: Legal Department

450 Concar Drive

San Mateo, CA 94402

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: January 15, 2024

SNOWFLAKE INC.

By:

Name: [Authorized Signatory]

Title: [Title]

Date: January 15, 2024