

# MICROSOFT ENTERPRISE LICENSE AGREEMENT

THIS ENTERPRISE LICENSE AGREEMENT (the "Agreement") is made effective as of January 15, 2023 (the "Effective Date"), by and between Microsoft Corporation, a Washington corporation with its principal place of business at One Microsoft Way, Redmond, Washington 98052 ("Microsoft") and Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at 2100 Innovation Drive, Boston, Massachusetts 02110 ("Customer").

## 1. DEFINITIONS

1 "Affiliate" means any entity that controls, is controlled by, or is under common control with a party.

2 "Enterprise Products" means the Microsoft software and cloud services licensed under this Agreement as specified in Exhibit A.

3 "Licensed User" means an employee or contractor of Customer authorized to use the Enterprise Products.

4 "Subscription Term" means the three-year period from January 15, 2023, through January 14, 2026.

## 2. LICENSE GRANT AND TERMS

1 Enterprise License Grant. Subject to the terms of this Agreement, Microsoft grants Customer a non-exclusive, non-transferable license to use the Enterprise Products during the Subscription Term for its internal business operations.

2 User Count. Customer initially licenses 400 users with the right to increase the user count annually by up to 15% without additional fees.

3 Permitted Uses. Customer may:

- (a) Install and use the Enterprise Products on Customer devices
- (b) Create and maintain backup copies
- (c) Allow remote access by Licensed Users
- (d) Customize applications using approved APIs

## 3. PRODUCTS AND SERVICES

1 Core Products:

- Microsoft 365 E5
- Azure Services
- Power Platform Premium
- Dynamics 365 Enterprise

2 Additional Services:

- Premier Support
- FastTrack Services
- Training Credits

#### **4. FINANCIAL TERMS**

1 License Fees. Customer shall pay annual license fees as follows:

Year 1: \$875,000

Year 2: \$918,750

Year 3: \$964,688

2 Payment Terms. Fees are payable annually in advance within 30 days of invoice date.

3 True-Up. Annual true-up calculations will be performed to account for user count changes.

#### **5. COMPLIANCE AND AUDIT**

1 Usage Monitoring. Customer will implement reasonable measures to monitor license usage.

2 Audit Rights. Microsoft may audit Customer's compliance once per year with 30 days' notice.

3 Records Retention. Customer shall maintain accurate records of Enterprise Product usage for two years.

#### **6. SUPPORT AND MAINTENANCE**

1 Standard Support. Microsoft will provide 24/7 technical support per Premier Support terms.

2 Service Levels. Microsoft commits to 99.9% availability for cloud services.

3 Updates. Customer entitled to all updates, upgrades, and new versions released during Subscription

Term.

## **7. DATA SECURITY AND PRIVACY**

1 Data Protection. Microsoft will maintain appropriate technical and organizational measures to protect Customer Data.

2 Privacy Standards. Processing of personal data subject to Microsoft's Enterprise Privacy Statement.

3 Compliance. Services will comply with applicable data protection laws and regulations.

## **8. TERM AND TERMINATION**

1 Term. This Agreement commences on the Effective Date and continues through the Subscription Term.

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

3 Effect of Termination. Upon termination:

- (a) All licenses terminate
- (b) Customer must cease use of Enterprise Products
- (c) Customer must pay all outstanding fees

## **9. LIMITATIONS OF LIABILITY**

1 Cap on Liability. Microsoft's maximum liability limited to fees paid during 12 months preceding claim.

2 Exclusions. Neither party liable for indirect, consequential, or special damages.

## **10. GENERAL PROVISIONS**

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

2 Governing Law. This Agreement governed by Washington state law.

3 Dispute Resolution. Disputes subject to binding arbitration in Seattle, Washington.

## **11. EXECUTION**

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

MICROSOFT CORPORATION

**By:**

Name: John Smith

Title: Director, Enterprise Sales

Date: January 15, 2023

SUMMIT DIGITAL SOLUTIONS, INC.

**By:**

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: January 15, 2023

## **EXHIBIT A: ENTERPRISE PRODUCTS AND PRICING DETAIL**

[Detailed product and pricing schedules intentionally omitted]