

AZURE ENTERPRISE COMMITMENT AGREEMENT

THIS AZURE ENTERPRISE COMMITMENT AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between Microsoft Corporation, a Washington corporation ("Microsoft"), and Summit Digital Solutions, Inc., a Delaware corporation ("Enterprise Customer").

1. DEFINITIONS

1 "Azure Services" means the Microsoft cloud computing services made available through the Microsoft Azure platform.

2 "Commitment Term" means the thirty-six (36) month period beginning on the Effective Date.

3 "Enterprise Commitment" means Enterprise Customer's commitment to consume a minimum of Five Million United States Dollars (\$5,000,000) in Azure Services during the Commitment Term.

4 "Peak Performance Platform" means Enterprise Customer's proprietary software platform that integrates with Azure Services.

2. ENTERPRISE COMMITMENT

1 Enterprise Customer hereby commits to consume Azure Services with a minimum total value of the Enterprise Commitment during the Commitment Term.

2 The Enterprise Commitment shall be consumed through:

- (a) Direct usage of Azure Services
- (b) Integration with Peak Performance Platform
- (c) Client implementations requiring Azure infrastructure

3 Enterprise Customer shall be invoiced monthly for actual usage at the discounted rates specified in Exhibit A.

3. PRICING AND PAYMENT TERMS

1 Enterprise Customer shall receive tiered pricing discounts based on consumption levels:

- Tier 1 (0-\$2M): 15% discount
- Tier 2 (\$2M-\$4M): 20% discount

- Tier 3 (\$4M+): 25% discount

2 Payment terms shall be net thirty (30) days from invoice date.

3 All amounts are in United States Dollars and exclude applicable taxes.

4. SERVICE LEVEL AGREEMENTS

1 Microsoft shall provide Azure Services in accordance with the service level agreements published at azure.microsoft.com/sla, as updated from time to time.

2 Service credits for failure to meet SLAs shall be calculated and applied according to Microsoft's standard policies.

5. SECURITY AND COMPLIANCE

1 Microsoft shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Enterprise Customer's data.

2 Enterprise Customer shall comply with Microsoft's Acceptable Use Policy and all applicable laws and regulations.

6. INTELLECTUAL PROPERTY

1 Each party retains all rights, title, and interest in and to its intellectual property.

2 Enterprise Customer grants Microsoft a limited license to use Enterprise Customer's name and logo for marketing purposes, subject to Enterprise Customer's brand guidelines.

7. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues for the Commitment Term.

2 If Enterprise Customer fails to meet the Enterprise Commitment by the end of the Commitment Term, Enterprise Customer shall pay the difference between actual consumption and the Enterprise Commitment amount.

3 Either party may terminate this Agreement upon material breach by the other party that remains uncured for thirty (30) days following written notice.

8. LIMITATION OF LIABILITY

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

2 EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

9. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same degree of care as it uses to protect its own confidential information, but no less than reasonable care.

2 Confidentiality obligations survive termination of this Agreement for a period of five (5) years.

10. MISCELLANEOUS

1 This Agreement shall be governed by the laws of the State of Washington.

2 Any disputes shall be resolved in the state or federal courts located in King County, Washington.

3 This Agreement may be executed in counterparts and by electronic signature.

4 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof.

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, 2024

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: January 15, 2024

EXHIBIT A

[Detailed pricing schedule and discount tiers]