

MONGODB ENTERPRISE SUBSCRIPTION AGREEMENT

THIS MONGODB ENTERPRISE SUBSCRIPTION AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between MongoDB, Inc., a Delaware corporation ("MongoDB"), and Summit Digital Solutions, Inc., a Delaware corporation ("Customer").

1. DEFINITIONS

1 "Authorized Users" means Customer's employees, contractors, and consultants who are authorized to access and use the MongoDB Enterprise Software.

2 "Documentation" means the technical and user documentation for the MongoDB Enterprise Software made available by MongoDB.

3 "MongoDB Enterprise Software" means MongoDB's proprietary database software, tools, and related components provided under this Enterprise Subscription.

4 "Subscription Term" means the initial twelve (12) month period beginning on the Effective Date, unless otherwise specified in an Order Form.

2. LICENSE GRANT AND RESTRICTIONS

1 ****License Grant****. Subject to the terms and conditions of this Agreement, MongoDB grants Customer a non-exclusive, non-transferable license during the Subscription Term to:

- (a) Install and use the MongoDB Enterprise Software;
- (b) Allow Authorized Users to use the MongoDB Enterprise Software for Customer's internal business operations;
- (c) Create and maintain backup copies of the MongoDB Enterprise Software.

2 ****License Restrictions****. Customer shall not:

- (a) Modify, translate, or create derivative works of the MongoDB Enterprise Software;
- (b) Reverse engineer, decompile, or disassemble the MongoDB Enterprise Software;
- (c) Remove or alter any proprietary notices or labels on the MongoDB Enterprise Software;
- (d) Use the MongoDB Enterprise Software to provide services to third parties.

3. SUBSCRIPTION TERMS

1 ****Deployment Scope****. This subscription covers:

- Up to 50 production database instances
- Unlimited development and testing instances
- Maximum of 500 concurrent connections per instance

2 ****Support Services****. MongoDB shall provide:

- 24/7 technical support
- 1-hour response time for critical issues
- Access to MongoDB Enterprise Advanced features
- Security patches and updates

3 ****Subscription Fees****. Customer agrees to pay:

- Annual subscription fee of \$275,000 USD
- Payable in quarterly installments
- Subject to annual increase not exceeding 7%

4. CUSTOMER RESPONSIBILITIES

1 Customer shall:

- (a) Maintain control over access to the MongoDB Enterprise Software;
- (b) Ensure compliance with all applicable laws and regulations;
- (c) Implement appropriate security measures;
- (d) Maintain accurate records of Authorized Users.

5. CONFIDENTIALITY

1 Each party agrees to protect the other's Confidential Information with the same degree of care used to protect its own confidential information, but not less than reasonable care.

6. WARRANTY AND DISCLAIMER

1 MongoDB warrants that the MongoDB Enterprise Software will perform substantially in accordance with the Documentation during the Subscription Term.

2 EXCEPT AS EXPRESSLY SET FORTH ABOVE, MONGODB MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

7. LIMITATION OF LIABILITY

1 NEITHER PARTY'S LIABILITY SHALL EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

8. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues for the Subscription Term unless terminated earlier pursuant to this Agreement.

9. GOVERNING LAW

1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

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

MONGODB, INC.

By:

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: January 15, 2024