

VENDOR AGREEMENT - ATlassian SUITE ENTERPRISE

THIS VENDOR AGREEMENT (the "Agreement") is made effective as of February 1, 2024 (the "Effective Date"), by and between:

Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at 2200 Innovation Way, Suite 400, Boston, Massachusetts 02210 ("Customer")

and

Atlassian Pty Ltd., with its principal place of business at 341 George Street, Sydney, NSW 2000, Australia ("Vendor")

1. DEFINITIONS

1 "Authorized Users" means Customer's employees, contractors, and consultants who are authorized to access and use the Services under this Agreement.

2 "Services" means the Atlassian enterprise software products and services specified in Exhibit A, including but not limited to Jira Software Data Center, Confluence Data Center, Bitbucket Data Center, and related support services.

3 "Subscription Term" means the initial term of thirty-six (36) months from the Effective Date, unless earlier terminated in accordance with this Agreement.

2. LICENSE GRANT AND RESTRICTIONS

1 License Grant. Subject to the terms and conditions of this Agreement, Vendor grants Customer a non-exclusive, non-transferable license to use the Services during the Subscription Term for Customer's internal business operations.

2 User Limitations. Customer may allow up to 1,000 Authorized Users to access and use the Services, with the option to purchase additional user licenses as needed.

3 Restrictions. Customer shall not:

- (a) sublicense, resell, or distribute the Services;
- (b) modify, decrypt, or create derivative works of the Services;
- (c) use the Services to store or transmit malicious code;

(d) interfere with the integrity or performance of the Services.

3. FEES AND PAYMENT

1 Subscription Fees. Customer shall pay annual subscription fees as specified in Exhibit A, payable in advance at the beginning of each contract year.

2 Payment Terms. All invoices are due within thirty (30) days of receipt. Late payments shall accrue interest at 1.5% per month.

3 Taxes. Fees are exclusive of taxes. Customer is responsible for all applicable taxes except those based on Vendor's net income.

4. SUPPORT AND MAINTENANCE

1 Enterprise Support. Vendor shall provide Premium Support services 24/7/365 with guaranteed response times as specified in Exhibit B.

2 Updates and Upgrades. Customer is entitled to all updates, upgrades, and new versions released during the Subscription Term.

3 Service Level Agreement. Vendor shall maintain 99.9% uptime for cloud services as detailed in the SLA attached as Exhibit C.

5. DATA SECURITY AND PRIVACY

1 Data Protection. Vendor shall implement industry-standard security measures to protect Customer Data, including encryption at rest and in transit.

2 Compliance. Vendor maintains ISO 27001, SOC 2 Type II, and GDPR compliance, with annual third-party audits.

3 Data Processing Agreement. The parties shall comply with the Data Processing Agreement attached as Exhibit D.

6. CONFIDENTIALITY

1 Definition. "Confidential Information" means all non-public information disclosed by either party, including technical, business, and customer data.

2 Obligations. Each party shall:

- (a) protect Confidential Information with reasonable care;
- (b) use Confidential Information only for purposes of this Agreement;
- (c) limit access to those who need to know and are bound by confidentiality obligations.

7. INTELLECTUAL PROPERTY

1 Ownership. Vendor retains all rights, title, and interest in the Services and related intellectual property.

2 Customer Data. Customer retains all rights to Customer Data and grants Vendor limited rights to provide the Services.

8. TERM AND TERMINATION

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

2 Termination for Cause. Either party may terminate for material breach upon thirty (30) days' written notice if the breach remains uncured.

3 Effect of Termination. Upon termination:

- (a) all licenses terminate immediately;
- (b) Customer shall cease using the Services;
- (c) Vendor shall return or destroy Customer Data as directed.

9. WARRANTIES AND DISCLAIMERS

1 Mutual Warranties. Each party warrants it has the authority to enter into this Agreement.

2 Service Warranty. Vendor warrants the Services will perform materially in accordance with documentation.

3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

10. LIMITATION OF LIABILITY

1 Cap. EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE INCIDENT.

2 Exclusions. THE ABOVE LIMITATIONS DO NOT APPLY TO BREACHES OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS.

11. GENERAL PROVISIONS

1 Assignment. Neither party may assign this Agreement without prior written consent, not to be unreasonably withheld.

2 Governing Law. This Agreement is governed by the laws of Delaware without regard to conflicts of law principles.

3 Entire Agreement. 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.

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Sarah Blackwell

Title: Chief Operating Officer

Date:

ATLASSIAN PTY LTD.

By:

Name:

Title:

Date: