

ATLASSIAN ENTERPRISE SUITE AGREEMENT

THIS ENTERPRISE SUITE AGREEMENT (the "Agreement") is made effective as of March 1, 2024 (the "Effective Date"), by and between Atlassian Pty Ltd, an Australian company with offices at 341 George Street, Sydney, NSW 2000 ("Atlassian"), and Summit Digital Solutions, Inc., a Delaware corporation with offices at 100 Innovation Drive, Boston, MA 02110 ("Customer").

1. DEFINITIONS

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

2 "Services" means the Atlassian software products and services subscribed to by Customer, including but not limited to Jira Software, Confluence, Bitbucket, and Trello Enterprise.

3 "Peak Performance Platform" means Customer's proprietary digital transformation platform that will integrate with the Services.

4 "Documentation" means Atlassian's technical documentation and user guides for the Services.

2. LICENSE GRANT AND RESTRICTIONS

1 Subject to the terms of this Agreement, Atlassian grants Customer a non-exclusive, non-transferable license to:

- (a) Access and use the Services for its internal business operations;
- (b) Allow Authorized Users to access the Services in accordance with this Agreement;
- (c) Integrate the Services with Customer's Peak Performance Platform via Atlassian's APIs.

2 Customer shall not:

- (a) License, sublicense, sell, resell, transfer, assign, or distribute the Services;
- (b) Modify, decompile, reverse engineer or create derivative works;
- (c) Use the Services to store or transmit infringing or unlawful material.

3. SUBSCRIPTION TERMS

1 Initial Term: 36 months from the Effective Date.

2 Users and Pricing:

- Jira Software Data Center: 400 users
- Confluence Data Center: 400 users
- Bitbucket Data Center: 200 users
- Trello Enterprise: 400 users

Annual subscription fee: \$425,000 USD

3 Payment Terms: Annual payment in advance, net 30 days from invoice date.

4. INTEGRATION AND SUPPORT

1 API Access: Atlassian shall provide Customer with necessary API access and documentation to integrate the Services with the Peak Performance Platform.

2 Technical Support:

- (a) 24/7 Premium Support with 1-hour response time for critical issues
- (b) Dedicated Technical Account Manager
- (c) Quarterly health checks and optimization reviews

5. DATA SECURITY AND PRIVACY

1 Data Processing Agreement: The parties shall execute Atlassian's standard Data Processing Agreement, incorporated herein by reference.

2 Security Measures: Atlassian shall maintain industry-standard administrative, physical, and technical safeguards to protect Customer Data.

3 Compliance: Services shall maintain ISO 27001, SOC 2 Type II, and GDPR compliance.

6. INTELLECTUAL PROPERTY

1 Ownership: Atlassian retains all right, title, and interest in the Services. Customer retains all rights to its data and Peak Performance Platform.

2 Feedback: Any feedback provided by Customer regarding the Services may be used by Atlassian without restriction.

7. CONFIDENTIALITY

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

2 Protection: Each party shall protect Confidential Information with the same degree of care used to protect its own confidential information, but not less than reasonable care.

8. WARRANTIES AND DISCLAIMERS

1 Atlassian warrants that:

(a) The Services will perform materially in accordance with the Documentation

(b) It has the right to provide the Services to Customer

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

9. LIMITATION OF LIABILITY

1 NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

10. TERM AND TERMINATION

1 Term: This Agreement commences on the Effective Date and continues for the Initial Term, with automatic renewal for successive 12-month periods unless terminated.

2 Termination: Either party may terminate for material breach upon 30 days' written notice if such breach remains uncured.

11. GENERAL PROVISIONS

1 Governing Law: This Agreement shall be governed by the laws of the State of Delaware.

2 Assignment: Neither party may assign this Agreement without prior written consent, except to an affiliate or successor entity.

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.

ATLASSIAN PTY LTD

By: _

Name: David Chen

Title: VP, Enterprise Sales

Date: _

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: _