

SPLUNK ENTERPRISE LICENSE AGREEMENT

THIS SPLUNK ENTERPRISE LICENSE AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between Splunk Inc., a Delaware corporation with offices at 270 Brannan Street, San Francisco, CA 94107 ("Licensor") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 2100 Technology Drive, Boston, MA 02110 ("Licensee").

1. DEFINITIONS

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

2 "Documentation" means the user manuals, technical specifications, and other documentation provided by Licensor relating to the Software.

3 "Software" means Splunk Enterprise software, including all updates, modifications, and enhancements provided by Licensor.

4 "Peak Performance Platform" means Licensee's proprietary software platform that will integrate with the Software.

2. LICENSE GRANT AND RESTRICTIONS

1 License Grant. Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license to:

- (a) Install and use the Software for Licensee's internal business operations;
- (b) Integrate the Software with Licensee's Peak Performance Platform;
- (c) Allow Authorized Users to access and use the Software in accordance with this Agreement.

2 License Restrictions. Licensee shall not:

- (a) Sublicense, sell, lease, or distribute the Software to any third party;
- (b) Modify, decompile, or reverse engineer the Software;
- (c) Remove or alter any proprietary notices in the Software;
- (d) Use the Software to provide services to third parties without Licensor's written consent.

3. FEES AND PAYMENT

1 License Fees. Licensee shall pay Licensor annual license fees of \$750,000 USD ("License Fees") for up to 500 Authorized Users.

2 Payment Terms. License Fees shall be paid annually in advance within 30 days of invoice date.

3 Additional Users. Additional user licenses may be purchased at \$1,500 USD per user per year.

4. SUPPORT AND MAINTENANCE

1 Standard Support. Licensor shall provide standard support services including:

- (a) 24/7 technical support via phone and email;
- (b) Access to software updates and patches;
- (c) Online knowledge base and documentation.

2 Service Levels. Licensor shall maintain 99.9% system availability during business hours.

5. INTELLECTUAL PROPERTY

1 Ownership. Licensor retains all right, title, and interest in the Software and Documentation.

2 Licensee Data. Licensee retains all rights to data processed using the Software.

3 Feedback. Any feedback provided by Licensee regarding the Software may be used by Licensor without restriction.

6. CONFIDENTIALITY

1 Definition. "Confidential Information" means non-public information disclosed by either party relating to business operations, technology, or customers.

2 Protection. Each party shall protect Confidential Information using the same degree of care used to protect its own confidential information.

3 Exceptions. Confidentiality obligations do not apply to information that:

- (a) Becomes publicly available through no fault of the receiving party;
- (b) Is independently developed by the receiving party;
- (c) Is required to be disclosed by law or court order.

7. WARRANTIES AND DISCLAIMERS

1 Software Warranty. Licensor warrants that the Software will perform substantially in accordance with the Documentation for 90 days following delivery.

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

8. LIMITATION OF LIABILITY

1 Limitation. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT.

2 Cap. TOTAL LIABILITY OF EITHER PARTY SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE IN THE 12 MONTHS PRECEDING THE CLAIM.

9. TERM AND TERMINATION

1 Term. This Agreement commences on the Effective Date and continues for three (3) years unless terminated earlier.

2 Termination. Either party may terminate this Agreement upon 30 days written notice for material breach.

3 Effect of Termination. Upon termination:

- (a) All licenses granted herein shall terminate;
- (b) Licensee shall cease use of the Software;
- (c) Each party shall return Confidential Information.

10. GENERAL PROVISIONS

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

2 Governing Law. This Agreement shall be governed by Delaware law.

3 Entire Agreement. This Agreement constitutes the entire agreement between the parties.

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

SPLUNK INC.

By: _

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: