

CLOUD STORAGE AGREEMENT - BOX ENTERPRISE

THIS CLOUD STORAGE AGREEMENT (the "Agreement") is made effective as of February 1, 2024 (the "Effective Date"), by and between Box, Inc., a Delaware corporation with offices at 900 Jefferson Ave, Redwood City, CA 94063 ("Box") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 100 Technology Plaza, 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 "Customer Data" means all electronic data, materials, and information uploaded, stored, or transmitted through the Services by Customer or Authorized Users.

3 "Services" means Box's enterprise cloud content management and storage services, including all associated features, functionalities, and user interfaces.

4 "Subscription Term" means the initial term specified in the applicable Order Form and any renewal terms.

2. SERVICES AND LICENSE GRANT

1 ****Service Provision****. Box shall make the Services available to Customer pursuant to this Agreement and applicable Order Forms during the Subscription Term.

2 ****License Grant****. Subject to the terms and conditions of this Agreement, Box grants Customer a non-exclusive, non-transferable right to access and use the Services during the Subscription Term for its internal business purposes.

3 ****User Licenses****. Customer's subscription includes:

- Enterprise Plus licenses for 500 users
- Advanced security controls and encryption
- Enterprise mobility management
- Custom branding capabilities
- API access for integration with Customer's Peak Performance Platform

3. CUSTOMER RESPONSIBILITIES

1 ****Account Security****. Customer shall:

- (a) maintain the confidentiality of all login credentials
- (b) implement single sign-on (SSO) authentication
- (c) promptly notify Box of any unauthorized access
- (d) ensure compliance with security policies

2 ****Acceptable Use****. Customer shall not:

- (a) sell, resell, or lease the Services
- (b) attempt to reverse engineer the Services
- (c) use the Services to store or transmit malicious code
- (d) interfere with the integrity or performance of the Services

4. DATA SECURITY AND PRIVACY

1 ****Security Measures****. Box shall maintain appropriate administrative, physical, and technical safeguards for protection of Customer Data, including:

- SOC 2 Type II compliance
- Encryption at rest and in transit
- Multi-factor authentication
- Regular security assessments
- 24/7 security monitoring

2 ****Data Processing****. Box shall process Customer Data only for the purpose of providing the Services and in accordance with Customer's instructions.

3 ****Data Location****. Customer Data will be stored in Box's U.S.-based data centers with geo-redundancy.

5. SERVICE LEVELS AND SUPPORT

1 ****Service Level Agreement****. Box shall provide the Services in accordance with the following service levels:

- 99.9% uptime guarantee

- < 1 second average response time
- < 15 minute recovery time objective
- < 5 minute recovery point objective

2 ****Enterprise Support****. Customer shall receive:

- 24/7/365 priority support
- 1-hour response time for critical issues
- Dedicated technical account manager
- Quarterly business reviews

6. FEES AND PAYMENT

1 ****Subscription Fees****. Customer shall pay:

- Annual subscription fee of \$225,000
- Implementation fee of \$25,000
- Additional storage fees above 100TB at \$0.15/GB/month

2 ****Payment Terms****. All fees are:

- Due within 30 days of invoice date
- Non-cancelable and non-refundable
- Exclusive of applicable taxes

7. TERM AND TERMINATION

1 ****Term****. This Agreement commences on the Effective Date and continues for an initial term of 36 months.

2 ****Termination****. Either party may terminate:

- For material breach with 30 days' notice
- For insolvency immediately
- For convenience with 90 days' notice

3 ****Effect of Termination****. Upon termination:

- Customer shall cease using the Services
- Box shall provide data export assistance

- Confidentiality obligations survive

8. LIMITATION OF LIABILITY

1 ****Limitation****. Neither party's liability shall exceed:

- Direct damages up to 12 months of fees
- Exclusion of indirect and consequential damages
- Unlimited liability for gross negligence or willful misconduct

9. MISCELLANEOUS

1 ****Governing Law****. This Agreement shall be governed by Delaware law.

2 ****Assignment****. Neither party may assign without prior written consent.

3 ****Entire Agreement****. This Agreement constitutes the complete understanding between the parties.

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

BOX, INC.

By:

Name: John Smith

Title: VP, Enterprise Sales

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: