



Master Services Agreement

Last updated: May 13, 2026

Overview

This Master Services Agreement, as amended from time to time (“**Agreement**”), is made by and between Summit Hosting LLC (“**Summit**”) and the customer (“**Customer**”) identified in the order form (“**Order Form**”) submitted to us. This Agreement is effective as of the date you submit your purchase request (“**Effective Date**”).

The individual who has submitted an Order Form represents that they (i) are at least 18 years of age, (ii) have read and understood the terms and conditions of this Agreement, (iii) have full legal authority to bind Customer to this Agreement, and (iv) agree, on behalf of Customer, that this Agreement forms a binding agreement between Customer and Summit.

IMPORTANT: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION, AND ALSO CONTAINS A CLASS ACTION WAIVER.

This Agreement shall commence on the Effective Date and shall continue for the Initial Term set forth in the Order Form and shall automatically renew for



additional twelve (12) month periods unless terminated pursuant to this Agreement.

Description of Services

Subject to Customer's continued compliance with this Agreement, Summit agrees to provide the services purchased by Customer as set forth on our Website, and any Professional Services as further described in the applicable scope of work document ("**SOWs**") agreed upon by the parties.

Desktop-as-a-Service (DaaS) Services

For Summit's DaaS Services, Summit will host the third-party software applications as set forth on the Order Form ("**Hosted Applications**") and grants to Customer the right to access those Hosted Applications via a server area designated for Customer.

Authorized Access

Summit will provide access to the applicable Server to authorized individuals. Customer shall designate a User Administrator responsible for issuing and managing Login Credentials for all Authorized Users. Customer is responsible for all acts and failures to act of its Authorized Users.

Customer Data Backups

Summit shall back up all Customer Data stored in the Server daily, seven days per week. Active daily data backups are retained for not less than fifteen (15) days, and archival backups are retained for up to six (6) months where included



in Services. Customer is responsible for separately backing up its Customer Data.

Private Cloud Service

Summit will provide its private cloud service according to the terms and conditions set forth in the Summit Private Cloud Service Agreement, which is incorporated herein by reference.

Colocation Service

Summit will provide its colocation service according to the terms and conditions set forth in the Summit Colocation Service Agreement, which is incorporated herein by reference.

Restrictions on Use

Customer agrees it will not use Summit's Services to engage in illegal activities, store or transmit data in violation of applicable law, engage in crypto-mining, launch denial of service or phishing attacks, send spam communications, or use Summit's servers to make or receive payments that are illegal under applicable law.

Confidentiality of Customer Data

"**Customer Data**" means all data and information of Customer provided to, or collected, processed, or stored by Summit or its service providers in connection with the Hosted Applications or other Services pursuant to this Agreement.



Customer retains ownership of all Customer Data received by Summit. Summit agrees not to disclose Customer Data to any third party, other than its personnel, service providers, and contractors, without Customer's prior written consent, unless required to do so by subpoena, court order, or other lawful directive.

Data Security

Summit shall maintain a comprehensive, written information security program in compliance with applicable laws, regulations, and industry standards, including measures designed to preserve and protect the security, availability, integrity, and confidentiality of Customer Data. This program includes industry-standard encryption, role-based access controls with multi-factor authentication, continuous security monitoring, regular vulnerability assessments and penetration tests, regular security awareness training, a formal incident response plan, and a comprehensive disaster recovery and business continuity plan.

Service Availability

Server Availability

Summit will use commercially reasonable efforts to have its servers and/or the Service available 24 hours per day, 7 days per week. Summit's goal is to maintain a monthly average Availability of at least 99%.

Scheduled Maintenance

Summit performs Scheduled Maintenance on a routine basis, typically during off-peak hours (12 a.m. to 6 a.m. Eastern US time), during which some or all of the Services or Hosted Applications may not be available or may have slow response times.

Performance Credits

For Customers who purchase an Initial Term of at least twelve (12) months, Summit provides performance credits if Availability falls below 99% in a given calendar month:

Server Availability	% of Monthly Fee Credited
98.0% to 98.9%	5%
95.0% to 97.9%	10%
90.0% to 94.9%	20%
89.9% or below	2.5% credited for every 1% of lost availability below 90.0%

To receive a credit, Customer must specifically request it no later than thirty (30) days following the month for which the credit is owed.

Pricing and Payment



Pricing

Pricing for the Services is as set forth on the applicable Website page or Order Form. Summit reserves the right to modify pricing at any time, and the revised pricing will appear on Summit's Website or invoice.

Payment Terms

Prior to Service commencement, Summit requires a valid payment method (credit card or ACH) on account for pre-authorized auto-payment upon invoice issuance. For month-to-month Terms, monthly subscription access fees are invoiced in advance and payment is due within fifteen (15) days of invoice.

Interest on Overdue Amounts

Any amounts payable that remain unpaid after the due date shall be subject to a late charge of the lesser of 1.5% of the overdue balance per month, or the maximum rate permitted by law. If Customer's account is not brought current within thirty (30) days of suspension, Summit has the right to terminate this Agreement.

Representations and Warranties

Summit's Representations and Warranties

Summit represents and warrants that it shall use commercially reasonable efforts to ensure that Customer's use of the Services will not contain or introduce any Malicious Code into Customer's systems. Summit represents and



warrants that all Services shall be performed in a professional and workmanlike manner.

Disclaimers

OTHER THAN AS EXPRESSED IN THIS AGREEMENT, THE SERVICES RENDERED BY SUMMIT ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SUMMIT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND UNINTERRUPTED, ERROR-FREE USE.

Customer’s Representations and Warranties

Customer represents and warrants that Customer Data shall not contain any content that violates any applicable law or regulation or infringes or misappropriates any proprietary, intellectual property, contract or tort right of any third party. Customer represents and warrants that Customer Data being hosted by Summit shall not be used in connection with any illegal activity.

Termination

Either party may terminate this Agreement if the other party is in default thereof and has not cured such default within thirty (30) days of receiving written notice (except payment obligations).



Summit may terminate this Agreement immediately if Customer's use of the Services is abusive or illegally harasses third parties, if Customer's activities may defame, harm, abuse, threaten, or harass third parties, for activities prohibited by applicable law, or for Customer's practices that encourage unlawful behavior.

Effect of Termination

Upon termination of this Agreement, all rights granted by Summit shall immediately terminate. Termination will not relieve Customer of any obligation to pay fees due prior to termination, and all fees due for the remainder of the applicable Term will immediately be due.

Application Transition Services

If requested by Customer within thirty (30) days of the effective date of termination, and if Customer has no outstanding invoices, Summit will assist Customer for up to thirty (30) days in the transfer of Customer's applications at Summit's then-current hourly rates.

Indemnification

Summit shall indemnify, defend, and hold harmless Customer from and against any third-party claims arising from: (a) an allegation that the Services infringe any United States patent, copyright, trade secret or other property right; (b) any failure by Summit to materially comply with applicable law or regulation; or (c) damage to or loss of real or tangible property, or personal injury, resulting from the gross negligence or willful misconduct of Summit.



Customer agrees to indemnify, defend, and hold harmless Summit from any and all third-party claims caused in whole or in part by the breach of this Agreement by Customer or the negligent act or omission or willful misconduct of Customer or anyone who uses the Services on Customer's behalf.

Limitation of Liability

EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF CONFIDENTIALITY, AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL SUMMIT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THE ORDER FORM FOR THE SPECIFIC SERVICES FOR WHICH LIABILITY IS CLAIMED IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF CONFIDENTIALITY, AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL SUMMIT OR ITS AFFILIATES HAVE ANY LIABILITY TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, SUBSTITUTE GOODS OR SERVICES, WORK STOPPAGE, DATA LOSS, OR LOST PROFIT.

Dispute Resolution; Arbitration

Mandatory Binding Arbitration



In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement, the parties shall use good faith efforts to settle the Dispute within thirty (30) days. If no resolution is reached, the parties agree that the Dispute shall be resolved by binding arbitration in Atlanta, Georgia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA).

Class Action Waiver

Any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. Neither Customer nor Summit will seek to have any dispute heard as a class action or in any other proceeding in which either party acts in a representative capacity.

Miscellaneous

Governing Law

Any disputes under this Agreement shall be resolved under the laws of the State of Georgia, USA, without reference to conflict of laws principles.

Venue and Jurisdiction

The state courts located in Fulton County, Georgia and the federal courts located in the Northern District of Georgia shall have exclusive jurisdiction and venue over any disputes arising under this Agreement.



Notices

Customer agrees that Summit may provide Customer with notices, including those regarding changes to this Agreement, by email to the address listed in Customer's profile. All email notifications to Summit shall be sent to support@summithq.com.

Assignment

Customer may not assign, transfer, or convey this Agreement or any of its obligations hereunder, in whole or in part, without the prior written consent of Summit.

Entire Agreement

This Agreement, including all Order Forms, SOWs, and other documents expressly incorporated herein by reference, sets forth the entire understanding and agreement between Customer and Summit regarding the subject matter of this Agreement.

Changes to this Agreement

Summit may revise and update this Agreement from time to time in its sole discretion. All changes are effective as of May 2026 and apply to all access to and use of the Services thereafter.