INSURANCE BROKER AGREEMENT

THIS INSURANCE BROKER AGREEMENT (the "Agreement") is made and entered into 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 1200 Innovation Drive, Suite 400, Boston, Massachusetts 02110 ("Company"), and Meridian Risk Partners LLC, a Massachusetts limited liability company with its principal place of business at 50 State Street, Boston, Massachusetts 02109 ("Broker").

RECITALS

WHEREAS, Company desires to engage Broker to provide certain insurance brokerage services; and

WHEREAS, Broker is duly licensed to provide such services and desires to provide such services to Company under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. APPOINTMENT AND SERVICES

1 Company hereby appoints Broker as its insurance broker of record for the purpose of procuring and maintaining insurance coverage as specified in Exhibit A ("Required Coverage"), and Broker accepts such appointment.

2 Broker shall provide the following services (collectively, the "Services"):

(a) Evaluate Company's insurance needs and risk profile;

(b) Recommend appropriate insurance coverage and limits;

(c) Solicit and analyze insurance proposals from qualified carriers;

(d) Present insurance options and recommendations to Company;

(e) Place and bind coverage as authorized by Company;

(f) Review and verify accuracy of policies and endorsements;

(g) Provide claims advocacy services;

(h) Monitor insurance market conditions affecting Company's coverage;

(i) Provide annual coverage reviews and renewal strategies.

2. BROKER RESPONSIBILITIES

1 Broker represents and warrants that it:

(a) Maintains all required licenses and registrations;

(b) Carries professional liability insurance with limits of at least $5,000,000;

(c) Will perform Services in accordance with industry standards;

(d) Will comply with all applicable laws and regulations.

2 Broker shall maintain complete records of all transactions related to Company's insurance coverage and make such records available for Company's review upon reasonable notice.

3. COMPANY RESPONSIBILITIES

1 Company shall:

(a) Provide accurate and complete information for insurance applications;

(b) Review all proposals, policies, and other documents promptly;

(c) Pay all premiums when due;

(d) Notify Broker promptly of any claims or potential claims;

(e) Inform Broker of material changes affecting insurance coverage.

4. COMPENSATION

1 Broker's compensation shall be derived from commissions paid by insurance carriers, as disclosed in Exhibit B.

2 Any additional fees for special services shall be agreed upon in writing before such services are performed.

5. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year, automatically renewing for successive one-year terms unless terminated.

2 Either party may terminate this Agreement:

(a) Without cause upon 60 days' written notice;

(b) Immediately upon material breach by the other party;

(c) Immediately if the other party becomes insolvent or bankrupt.

6. CONFIDENTIALITY

1 Each party shall maintain the confidentiality of all non-public information received from the other party and use such information solely for purposes of this Agreement.

2 This obligation shall survive termination of this Agreement for a period of three (3) years.

7. INDEMNIFICATION

1 Each party shall indemnify and hold harmless the other party from any losses, damages, or expenses arising from:

(a) Its breach of this Agreement;

(b) Its negligent acts or omissions;

(c) Its willful misconduct.

8. LIMITATION OF LIABILITY

1 Neither party shall be liable for any indirect, special, incidental, or consequential damages arising out of this Agreement.

2 Broker's liability shall not exceed the greater of:

(a) $5,000,000; or

(b) The amount of insurance proceeds available under Broker's professional liability insurance.

9. GENERAL PROVISIONS

1 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof.

2 This Agreement may be amended only by written instrument signed by both parties.

3 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

4 Any disputes shall be resolved in the state or federal courts located in Suffolk County, Massachusetts.

5 Neither party may assign this Agreement without the prior written consent of the other party.

10. NOTICES

1 All notices shall be in writing and delivered to:

If to Company:

Summit Digital Solutions, Inc.

Attn: General Counsel

1200 Innovation Drive, Suite 400

Boston, MA 02110

If to Broker:

Meridian Risk Partners LLC

Attn: Managing Partner

50 State Street

Boston, MA 02109

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: _

MERIDIAN RISK PARTNERS LLC

By: _

Name: David R. Thompson

Title: Managing Partner

Date: _