

KUBERNETES SUPPORT SERVICES AGREEMENT

THIS KUBERNETES SUPPORT SERVICES AGREEMENT (the "Agreement") is made effective as of [DATE] (the "Effective Date"), by and between:

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at [ADDRESS] ("Provider")

and

[CLIENT NAME], a [STATE] corporation with its principal place of business at [ADDRESS] ("Client")

1. DEFINITIONS

1 "Kubernetes Environment" means Client's container orchestration infrastructure utilizing Kubernetes, including all associated clusters, nodes, and workloads.

2 "Support Services" means the Kubernetes support services described in Section 2 and Exhibit A.

3 "Service Levels" means the service level commitments set forth in Exhibit B.

4 "Peak Performance Platform" means Provider's proprietary software platform for infrastructure monitoring and optimization.

2. SERVICES

1 ****Scope of Services.**** Provider shall provide the following Support Services:

- (a) 24/7 monitoring and incident response for Client's Kubernetes Environment;
- (b) Cluster optimization and performance tuning;
- (c) Security patch management and version upgrades;
- (d) Capacity planning and scaling recommendations;
- (e) Integration with Provider's Peak Performance Platform;
- (f) Technical support via designated channels.

2 ****Service Delivery.**** Provider shall deliver Support Services remotely unless otherwise agreed in writing. On-site support requires additional fees and advance scheduling.

3 ****Personnel.**** Provider shall assign qualified personnel certified in Kubernetes administration. Key personnel changes require 14 days' advance notice to Client.

3. CLIENT RESPONSIBILITIES

1 Client shall:

- (a) Provide secure remote access to Kubernetes Environment;
- (b) Maintain current backups of all systems and data;
- (c) Promptly implement Provider's critical security recommendations;
- (d) Designate a technical point of contact;
- (e) Provide timely responses to Provider inquiries.

4. FEES AND PAYMENT

1 ****Service Fees.**** Client shall pay Provider the fees set forth in Exhibit C.

2 ****Payment Terms.**** Provider shall invoice Client monthly. Payment is due within 30 days of invoice date.

3 ****Late Payment.**** Overdue amounts incur interest at 1.5% per month or maximum legal rate.

5. TERM AND TERMINATION

1 ****Term.**** This Agreement commences on the Effective Date and continues for 12 months ("Initial Term"). It automatically renews for successive 12-month periods unless terminated.

2 ****Termination for Convenience.**** Either party may terminate by providing 90 days' written notice.

3 ****Termination for Cause.**** Either party may terminate immediately upon material breach not cured within 30 days of notice.

6. INTELLECTUAL PROPERTY

1 ****Ownership.**** Provider retains all rights to Peak Performance Platform and pre-existing materials. Client retains all rights to its data and Kubernetes Environment.

2 ****License.**** Provider grants Client non-exclusive license to use Peak Performance Platform during the Term.

7. CONFIDENTIALITY

1 Each party shall protect Confidential Information using same degree of care as its own confidential information but no less than reasonable care.

2 Confidential Information remains property of disclosing party and shall be returned or destroyed upon request.

8. WARRANTIES AND DISCLAIMERS

1 ****Limited Warranty.**** Provider warrants Support Services will be performed in professional manner consistent with industry standards.

2 ****Disclaimer.**** EXCEPT AS EXPRESSLY STATED, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

9. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

2 PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN PRECEDING 12 MONTHS.

10. INSURANCE

Provider shall maintain professional liability insurance of at least \$5,000,000 per occurrence.

11. GENERAL PROVISIONS

1 ****Assignment.**** Neither party may assign without other party's written consent.

2 ****Force Majeure.**** Neither party liable for delays due to causes beyond reasonable control.

3 ****Governing Law.**** This Agreement governed by Delaware law without regard to conflicts principles.

4 ****Entire Agreement.**** This Agreement constitutes entire understanding between parties.

IN WITNESS WHEREOF, authorized representatives of parties have executed this Agreement as of

the Effective Date.

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name:

Title:

Date:

[CLIENT NAME]

By: _

Name:

Title:

Date:

EXHIBIT A: SUPPORT SERVICES DETAIL

[Detailed service specifications]

EXHIBIT B: SERVICE LEVELS

[SLA metrics and commitments]

EXHIBIT C: PRICING

[Fee schedule and payment terms]